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

May 6, 2025

Closed Session - 4:30 PM

Appointment Items - 5:15 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: 846 5327 3481
3. Passcode: 287607

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.

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)

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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
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 (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Crystal Walker v. City of Oxnard*
Ventura Superior Court Case No. 2023CUOE17130
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Kenneth York v. City of Oxnard*
Workers' Compensation Case No. ADJ13504345
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:15 PM)

1. Housing Department
SUBJECT: Downtown Oxnard Improvement Association Annual Report. (15 minutes)
RECOMMENDATION: That the City Council receive and file the Fiscal Year 2023-24 Annual Report on the Oxnard Downtown Management District.

(This item did not originate in Committee)

(Presentation will be live upon Downtown Oxnard Improvement Association request)
Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

2. Cultural & Community Services Department
SUBJECT: Senior Services Commission Annual Report.
RECOMMENDATION: That City Council receives the Senior Services Commission annual report.
Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

E. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2025 as "Older Americans Month."

2. SUBJECT: Presentation of a Proclamation Designating May 2025 as "Asian American and Pacific Islander Heritage Month."

G. 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.

H. 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.

I. 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.

1. City Clerk Department
SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Jose Cano to the Cultural Arts Commission representing District 4.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YG-QIj2VzZE
Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Manager Department
SUBJECT: Update on Status and Accomplishments of Current Measure O Projects.
RECOMMENDATION: That the City Council receive and file this report.

(The Measure O Citizen Oversight Committee heard this update at its April 24, 2025 meeting).
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

2. Finance Department
SUBJECT: Monthly Investment Report for the period ending March 31, 2025.
RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Finance Department
SUBJECT: Establishing a Section 115 Trusts for OPEB and Pension Liabilities.
RECOMMENDATION: That the City Council:

1. Adopt a resolution establishing a Section 115 Trust for OPEB and Pension liabilities; and
2. Authorize the City Manager to execute agreements with the Trust Administrator, Custodian, and Trustee to create a 115 Trust accounts for the funding of future OPEB and Pension liabilities.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

4. Finance Department
SUBJECT: Third Amendment with Paymentus for Credit Card Merchant Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment to the agreement with Paymentus (9046-20-CT), for credit card merchant services, extending the term of agreement to December 31, 2027, and increasing the contract amount by $702,000 for a not-to-exceed contract amount of $1,783,720.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

5. Finance Department
SUBJECT: Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five-year agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

6. Public Works Department
SUBJECT: Agreement 32500458 with Carollo Engineers, Inc. for a Biosolids Master Plan.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed $423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS

1. Housing Department
SUBJECT: 2025-2029 Ventura County Regional Consolidated Plan, 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan. (10 minutes)
RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the 2025-2029 Ventura County Regional Consolidated Plan, the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development;
2. Approve the 2025-2029 Ventura County Regional Consolidated Plan and the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice;
3. Authorize the City Manager, or his designees, to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan, the Ventura County Regional Analysis of Impediments to Fair Housing Choice, and 2025-2026 Annual Action Plan;
4. Approve the 2025-2026 Annual Action Plan and incorporate the final HUD allocations into the Plan and authorize the budget appropriations to fund the administration and activities in the Plan;
5. Authorize the City Manager, or his designees, to make any budgetary adjustments within ten percent, or $200,000, whichever is greater – per the Citizen Participation Plan of the proposed budget in the 2025-2026 Annual Action Plan that is approved by City Council; and
6. Authorize the City Manager, or his designees, to execute HUD agreements and sign all

agreements for the implementation of the Ventura County Regional Consolidated Plan, Ventura County Regional Analysis of Impediments to Fair Housing Choice, and Annual Action Plan including subrecipient, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ClHcikKEsR0
Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

2. Community Development Department
SUBJECT: Appeal of the Planning Commission's decision to uphold the Director's decision to approve The Pointe Apartments project at 2801 N. Oxnard Blvd. (50 minutes).
RECOMMENDATION: That the City Council:

1. Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
2. Adopt a resolution denying the Appeal and upholding the Planning Commission's decision to uphold the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Br0HmOn8XqE
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

N. REPORTS

1. Finance Department
SUBJECT: 2024 Single Audit Report. (40)
RECOMMENDATION: That City Council receive the 2024 Single Audit Report from the audit firm Eadie + Payne and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

(Presentation will be live upon consultant's request.)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

2. Finance Department
SUBJECT: Update on the Financial Corrective Action Plan (CAP) for Closing Past Audit Findings.(10 minutes)
RECOMMENDATION: That the City Council receive an update on the Financial Corrective Action

Plan (FCAP) for closing past audit findings.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6-oCm0l3P5A
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Public Works Department
SUBJECT: Three General Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/40X1FVZpjMk
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

Agreement 32500408 for a total amount not to exceed $913,000;
Agreement 32500409 for a total amount not to exceed $822,000;
Agreement 32500410 for a total amount not to exceed $1,827,000; and
Agreement 32500411 for a total amount not to exceed $1,008,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/mWyn_704h6Y
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)
RECOMMENDATION: That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

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

6. Public Works Department
SUBJECT: Applications to the 2025 Southern California Association of Governments (SCAG) Call for Project Nominations for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Program Grant Funds. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the:

1. Submission of four grant applications for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Improvement Program in various amounts, with an 11.47% match requirement;
2. City Manager, or designee, to execute the grant agreements;
3. Finance Director, or designee, to submit financial reports, grant claims, and approve budget appropriations for the use of grant funds; and
4. Public Works Director, or designee, to submit non-financial reports.

(This item did not originate in Committee as it is for capital improvement projects 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/5lDLAyXNlmk
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Third Amendment to Professional Services Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third

Amendment to an Agreement with Tetra Tech, Inc. (Tetra Tech) to increase the not-to-exceed amount from $947,000 to $1,051,500 and extend the term through December 31, 2026, for the additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement 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/QjvsjvLrHQE
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Golf Management Agreement 32600001. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Golf Management Agreement with American Golf Corporation for a five-year term ending on June 30, 2030, with an option of a single five-year extension ending on June 30, 2035.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on December 17, 2024)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZeNgk62v1Fg
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:15 PM)
AGENDA ITEM NO. D.1

DATE: May 6, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Downtown Oxnard Improvement Association Annual Report. (15 minutes)

RECOMMENDATION

That the City Council receive and file the Fiscal Year 2023-24 Annual Report on the Oxnard Downtown Management District.

(This item did not originate in Committee)

(Presentation will be live upon Downtown Oxnard Improvement Association request)

BACKGROUND

In May 2001, the City Council of the City of Oxnard established the downtown property-based business improvement district named the Oxnard Downtown Management District (District). Owners of real property within the district boundaries are assessed based on the size of their parcel, building square footage, and sidewalk frontage. The district encompasses thirty-two city blocks in downtown Oxnard. The district has been renewed five times, most recently in July 2024, and is currently authorized until December 2029.

In 2019, the organization that administers the funds collected from these assessments began the transition to become a 501(c)(3) public benefit nonprofit corporation, governed by elected volunteer officers and board of directors incorporated as the Downtown Oxnard Improvement Association.

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the Downtown Oxnard Improvement Association (DOIA). The City of Oxnard serves as the pass-through agency to collect the assessments, holds a seat on the Board of Directors, and works closely with DOIA to enhance and revitalize the Oxnard downtown.

On July 2, 2024, a five-year Management District Plan was adopted concurrently with the 5-year renewal of the business improvement district and allocated the budget among four program areas. The renewal and expanded area were approved with an 88% yes vote from the property owners. While day-to-day operations are completed by the DOIA staff, the volunteer board of directors provide guidance and oversight.

This year's annual update highlights the accomplishments of the District’s 2023-2024 Fiscal Year that ran from December 1, 2023 through November 30, 2024.

The 2023-2024 Fiscal Year operated under the direction of a board of directors composed of a variety of stakeholders including property owners, developers, non-profits, and interested community members. This larger board facilitated a four-committee structure to achieve tangible objectives.

The current board of directors includes:

1. Angela Whitecomb, Chairwoman, John Pence Building
2. Ozzie Lopez, Vice Chairman, Casa Lopez
3. Mark Spellman, Treasurer, Lazer Media
4. Lorenzo Castillo, Secretary, Exit Castillo Realty
5. Albert Ramirez, City of Oxnard (replaced Emilio Ramirez)
6. Doug Spondello, Centennial Plaza
7. Rex Levy, Rex Levy Realtor
8. Matt Mansi, Aldersgate Investments
9. Gary Blum, Heritage Square Owners Association
10. Michael Darden, Ventura County Rescue Mission
11. Tiffany Lopez, Dr. Manuel Lopez Family Trust
12. Walter Beaumont, Cabrillo Economic Development Corporation
13. Priti Patel, City Center Motel
14. Kimberly Vasquez, COVA Realty

In Fiscal Year 2023-24, $547,344 was collected through property-based assessments. An additional $38,961 of non-assessment revenue was also generated by DOIA, bringing the total fiscal year revenue to $586,305. The revenue was used to fund "special benefits", defined in the California State Constitution as "benefits over and above the general benefits conferred on real property located in the district boundaries or to the public at large."

In accordance with the approved Management District Plan, DOIA delivered services across four major program areas. Below is a summary of the budget that was allocated to each program area and a brief description. For more information regarding each area's accomplishments, please refer to Attachment 1.

Administration (Board Chair: Angela Whitecomb) Budget: $196,991

Oversees staff and administration, corporate finances, contracts, insurance, budget preparation, fund development, board agendas, advocacy, outreach, bylaws and policies, government and community relations, and Board elections.

Civil Sidewalks (Committee Chair: Ozzie Lopez) Budget: $300,128

The purpose of the Civil Sidewalks Committee is to assure that the property within the district boundaries is "Clean and Safe". The budget allocation of fifty-three percent reflects that maintaining an environment that fosters business and community activation in the downtown is a priority. The Civil Sidewalks Committee oversees the contract with District Maintenance Services to provide daily cleaning of public spaces. Their services include sidewalk sweeping, steam cleaning, maintaining sidewalk planters, graffiti abatement and visitor assistance.

In collaboration with the Oxnard Police Department, the committee also oversees the contract with Professional Security Consultants, the security guard service that patrols the area within the district boundaries daily. Their services include truck and bike patrols, reporting suspicious activity, assisting with traffic control, visitor assistance, managing vagrancy issues, and reporting streetlight outages.

District Identity and Placemaking (Committee Chair: Gary Blum) Budget: $89,186

The purpose of this committee is to enhance downtown Oxnard's brand, improve public perception, and to position the downtown area within the district boundaries as a regional business and cultural attraction. The committee accomplishes this by marketing and promoting positive activities and events downtown.

Land Use (Committee Chair: Rex Levi) No Budget Allocation
The purpose of the Land Use Committee is to research and advocate on issues including parking, transportation, mobility, planning, zoning, regional public transportation, review of new developments, outdoor dining, merchant mix, and business recruitment.

Although the Land Use Committee has no budget allocation, it plays an integral part in DOIA's mission given the need to increase housing density within the boundaries of the district and its immediate trade area, thereby providing a customer

base for downtown businesses. Every economic study emphasizes the need for more housing in order to drive demand for retail and facilitate business attraction.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, inviting new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no financial impact associated with this report.

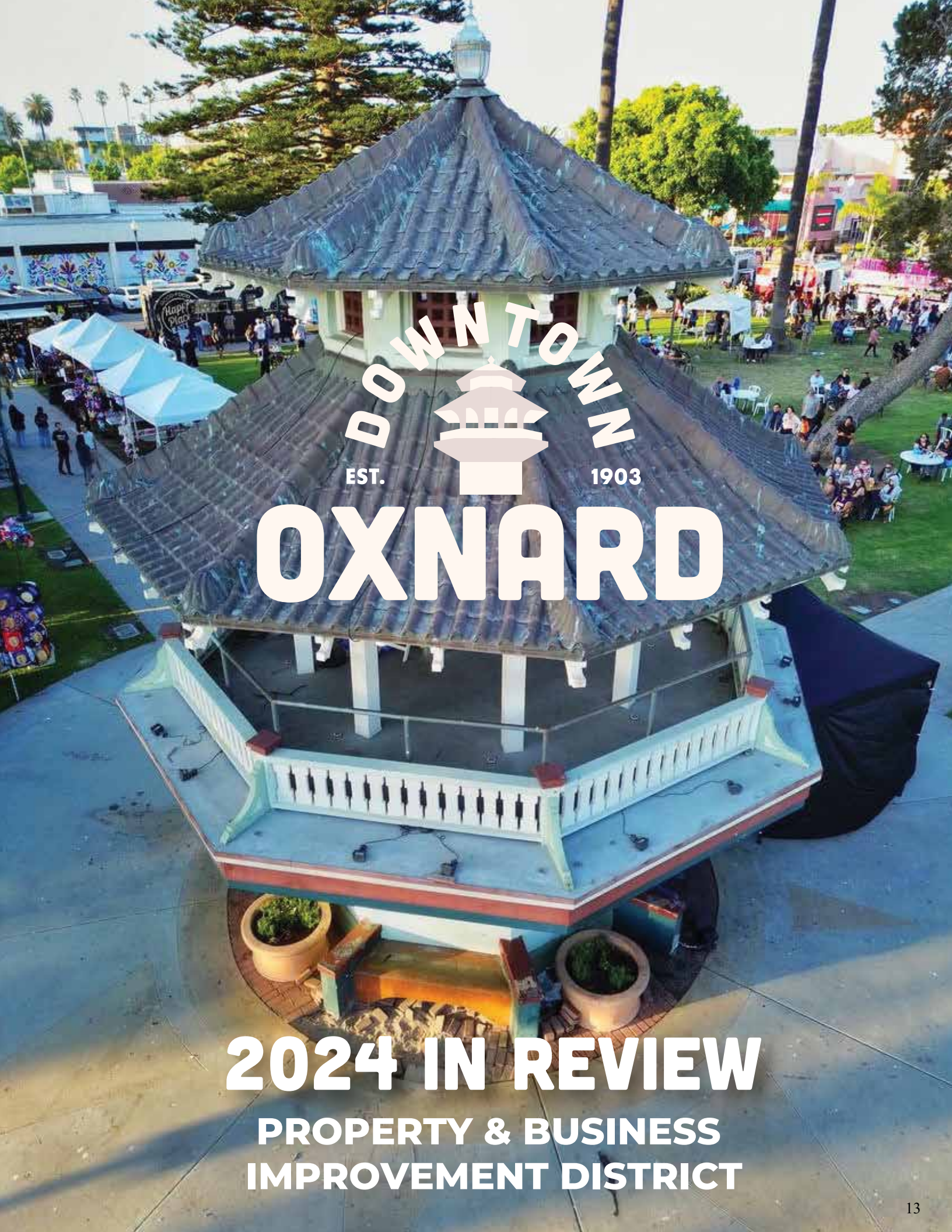
COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Attachment 1 - Annual Report Prepared by DOIA



2024 IN REVIEW

PROPERTY & BUSINESS IMPROVEMENT DISTRICT

MISSION STATEMENT

DOIA IS THE DYNAMIC STEWARD DEDICATED TO MAKING DOWNTOWN OXNARD A VIBRANT PLACE TO LIVE, WORK & PLAY

FROM THE DOIA LEADERSHIP

Dear Friends and Supporters,

What an amazing year it has been for the Downtown Oxnard Improvement Association!

We are thrilled to celebrate a year of tremendous progress, growth, and community spirit. Thanks to the hard work and dedication of our Board, staff, and partners, we have seen significant milestones, including a remarkable surge in our district vibrancy with increased engagement from residents and visitors alike. This has allowed us to highlight the energy and unique offerings of Downtown Oxnard to a larger audience.

We also proudly mark the opening of the first new residential building in over 20 years - Central Terrace - leading a new wave of investment, furthering our goal of creating a dynamic, 24/7 urban center.

This year has also been a time of transformation in public space, with Downtown Oxnard becoming noticeably cleaner and safer. Through collaborative efforts with the Police Department and community partners, we have made strides in reducing homelessness and ensuring that our streets are welcoming to all. In addition, we have invested in professional development for our Board members, equipping them with new tools and perspectives to better serve our community.

Perhaps the most exciting achievement has been the successful renewal and expansion of our District—affirmed by the largest percentage vote in the history of the PBID. This milestone ensures that we have the resources to continue to build on this momentum and make Downtown Oxnard a place we can all be proud of.

We would like to extend our deepest gratitude to the City Council, the Police Department, City staff, and our dedicated community partners. Your continued support and collaboration have been crucial in setting the stage for an even brighter future. Together, we are paving the way for even greater accomplishments in the years to come. Thank you for being part of this incredible journey!

Angela Whitecomb
Board Chair

Abel Ramirez Magana
Executive Director

KEY ALLIANCES

CITY OF OXNARD CALIFORNIA

VISIT OXNARD CA

West Ventura County Business Alliance

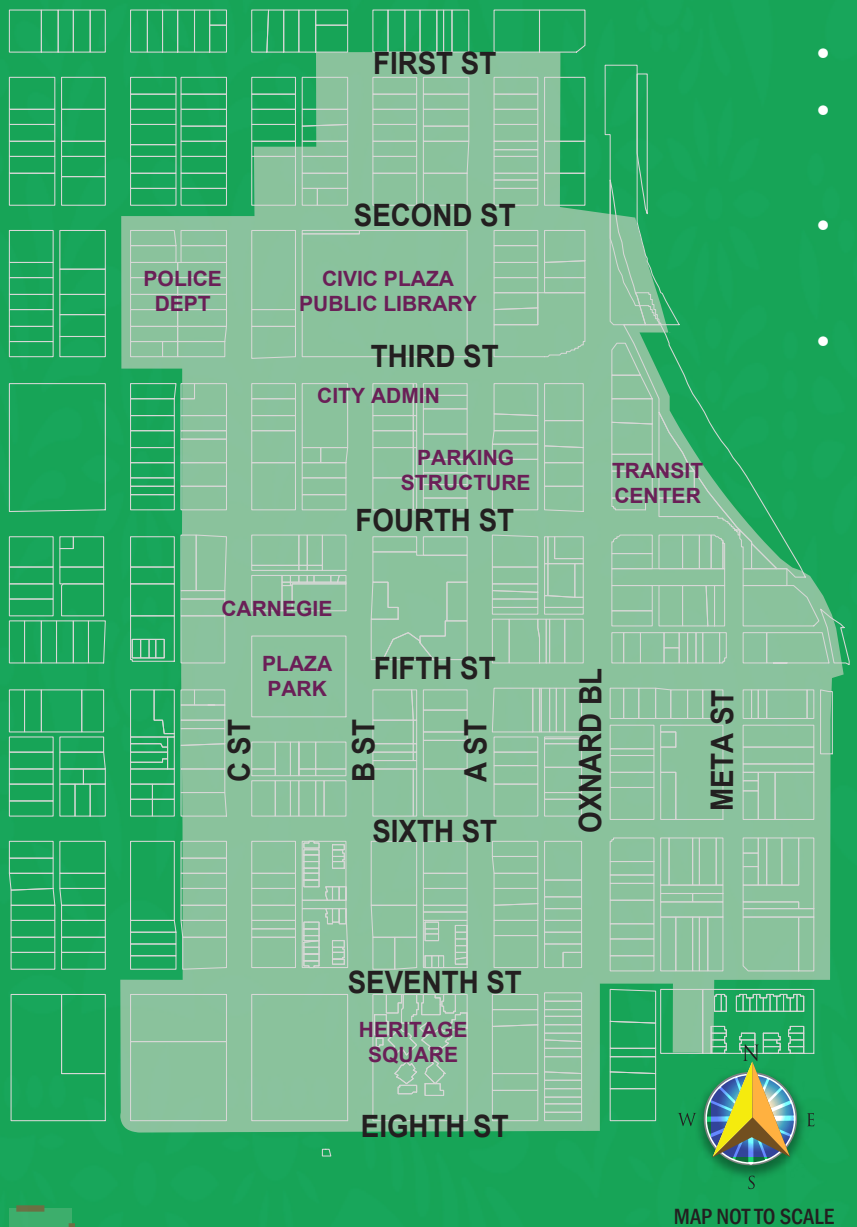
OXNARD DOWNTOWNERS

OXNARD PERFORMING ARTS CENTER NON-PROFIT

IDA
INSPIRED LEADERS SHAPING CITIES

PBID SPECIAL BENEFIT ZONE

- 32 CITY BLOCKS
- 432 PARCELS
- 213 PROPERTY OWNERS
- 325+ MERCHANTS
- THE "WALKABLE DOWNTOWN"



RENEWED & EXPANDED! 88% YES VOTE

- RENEWED FOR 5 YEARS
- ADDED 2 BLOCKS
- APPROVED BY THE LARGEST MARGIN IN PBID'S HISTORY
- SUCCESSFUL CULMINATION OF A YEAR-LONG CAMPAIGN
- SUPPORTED BY COMMERCIAL, RESIDENTIAL, & NON-PROFIT PROPERTY OWNERS



ORGANIZATION

- DOIA IS A 501C3 PUBLIC BENEFIT NON-PROFIT ORGANIZATION
- GOVERNED BY A BOARD OF INVESTED OWNERS & COMMUNITY
- 2 PERSON STAFF



ANGELA WHITECOMB
JOHN PENCE BLDG



OZZIE LOPEZ
CASA LOPEZ



LORENZO CASTILLO
EXIT CASTILLO REALTY



MARK SPELLMAN
LAZER MEDIA



WALTER BEAUMONT
CABRILLO ECONOMIC



GARY BLUM
HERITAGE SQUARE



MICHAEL DARDEN
VC RESCUE MISSION



REX LEVI
REX LEVI BROKER



MATT MANSI
ALDERSGATE INVESTMENT



EMILIO RAMIREZ
CITY OF OXNARD



DOUG SPONDELLO
CENTENNIAL PLAZA



TIFFANY LOPEZ
LOPEZ FAMILY TRUST



KIMBERLY VAZQUEZ
COVA REALTY



PRITI PATEL
CITY CENTER



50+
BOARD & COMMITTEE MEETINGS HELD



300+
HOURS OF VOLUNTEER SERVICE



STRATEGIC PLANNING SESSION NOV 2024

DISTRICT MAINTENANCE

97,000 LBS
LITTER PICKED UP

3,664
TAGS GRAFFITI & STICKERS REMOVED

140
BLOCKS PRESSURE WASHED

212
HOMELESS OUTREACH

97
VISITOR DIRECTIONS PROVIDED



7-DAYS/WEEK, 7AM-3:30PM





BIG BELLYS ON THE STREET

- 14 STATE-OF-THE-ART TRASH/RECYCLE DUO STATIONS WERE PURCHASED WITH ARPA & ADDITIONAL GRANT FUNDS
- THE NEW BINS REDUCE LITTER, RECYCLABLES THEFT, AND SERVICING TIME
- IN ADDITION TO THE MAINTENANCE BENEFITS, THE BINS HELP BRAND THE DISTRICT
- THE SUCCESSFUL PROJECT WAS RECENTLY EXPANDED WITH AN ADDITIONAL $200K PROCUREMENT COMING IN 2025



DISTRICT SAFETY

2,144
TRESPASSING, ANTI-SOCIAL INCIDENTS DISPATCHED

1,956 HOURS
SECURITY PATROLS

1,137 CALLS FOR
SERVICE RESPONDED TO

362
STREETLIGHT OUTAGE & REPAIR REPORTS



7-DAYS/WEEK, 7AM-11PM





DISTRICT IDENTITY

517,100 ↑108%
REACHED ACROSS SOCIAL MEDIA

14,190 ↑21%
INSTAGRAM FOLLOWERS

9,840 ↑15%
FACEBOOK FANS

20K
ACTIVE WEBSITE USERS

29K
EMAILS DELIVERED

40.1%
AVG READ RATE





RE-BRAND LAUNCHED

LOGO

Clearspace

DOWNTOWN EST. 1903 OXNARD

CLEARSPACE

CLEARSPACE





Primary Colors

Secondary Colors

Aegean Blue
CMYK: 100, 66, 25, 7
RGB: 23, 88, 133
HEX: #175885

Tangerine Orange
CMYK: 0, 81, 98, 0
RGB: 222, 97, 54
HEX: #DE6136

Jade Green
CMYK: 93, 1, 100, 0
RGB: 20, 163, 88
HEX: #14A358

Sunray Yellow
CMYK: 9, 18, 100, 0
RGB: 229, 200, 73
HEX: #E5C849







PLACEMAKING

10,000+
SPECIAL EVENTS ATTENDEES



162
SIDEWALK PLANTERS MAINTAINED



12 UTILITY BOX MURALS INSTALLED

3 ART SHOWS HOSTED

100+
STREET LAMPS DECORATED FOR HOIDAYS & CIVIC PRIDE





ICONIC GATEWAY MURAL

FUNDED THROUGH ARPA, A LARGE-SCALE MURAL WAS COMMISSIONED FOR THE THIRD-STREET BRIDGE CREATED BY RENOWNED FILIPINO ARTIST DJ JAVIER

THE MURAL WAS CELEBRATED IN UNVEIL EVENT ON SEPT 7, 2024, ATTENDED BY HUNDREDS OF PERSONS FROM THE COMMUNITY



LAND USE & BIZ DEV

700+
HOUSING UNITS PROPOSED



4.72%
RETAIL VACANCY

NEW MERCHANTS

- PACIFICO'S SUSHI MEX
- THE GREEN OLIVE
- THE MYSTERY SHOP
- THE DIAMOND FACTORY
- DANI'S FLOWERS
- OXXO TIME
- ALPHA ALLURE SALON & SPA
- OXNARD TATTOO COLLECTIVE



300+
MERCHANT OUTREACH SERVICES CONTACTS

- BI-MONTHLY MERCHANT CAFE HOUR
- SEMI-ANNUAL MERCHANT MIXERS
- PERMIT ASSISTANCE
- SITE SELECTION

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:15 PM)
AGENDA ITEM NO. D.2

DATE: May 6, 2025

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION

That City Council receives the Senior Services Commission annual report.

BACKGROUND

The Senior Services Commission serves as an advisory body to the City Council focused on evaluating, promoting and encouraging new and existing activities and services that enhance the quality of life for the seniors of Oxnard.

The Senior Services Commission is responsible for providing an annual report of activities to the City Council. This live presentation will include highlights of the commission's activities over the past 12 months, showcasing work on 2024 Commission goals, new programming and community involvement.

The Senior Services Commission will continue to work with the community to fulfill their powers and duties and advise the City Council on such matters.

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: Marisue Eastlake, RDVP Director

ATTACHMENTS

1. SSC Annual Report APPROVED

2025 Senior Services Commission Annual Report

May 2025

CITY OF OXNARD CALIFORNIA

Meet the 2024-25 Appointed Commissioners



Alice Sweetland
Chair



LaRita Montgomery
Vice Chair



Linda Calderon



Gloria Massey-Chinea



Gloria Postel

2024 Goals and Outcomes

- Technology Education Programming
  - Tech classes started at Wilson and SOC in collaboration with Cyber Seniors



- Accessibility and Signage at Wilson Senior Center
  - Signage designed
  - Accessibility report made



- Highlight Monthly Health Initiatives
  - Monthly health presentations made throughout 2024

Senior Centers
&
Senior Programming

Senior Centers by the Numbers:



Colonia Center
197 N. Marquita
27 participants

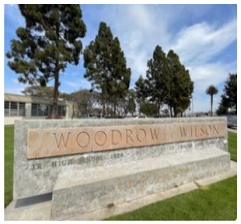


Palm Vista Center
801 S. C Street
35 participants

South Oxnard Center
200 E. Bard Road
49 participants



Wilson Center
350 N. C Street
96 participants



Let's get moving!











Quieter activities





New! Cooking classes.





And we celebrate!

Ordinary celebrations,











holiday celebrations,











… and BIG celebrations

Holiday Party









End of Summer Carnival and Wellness Fair







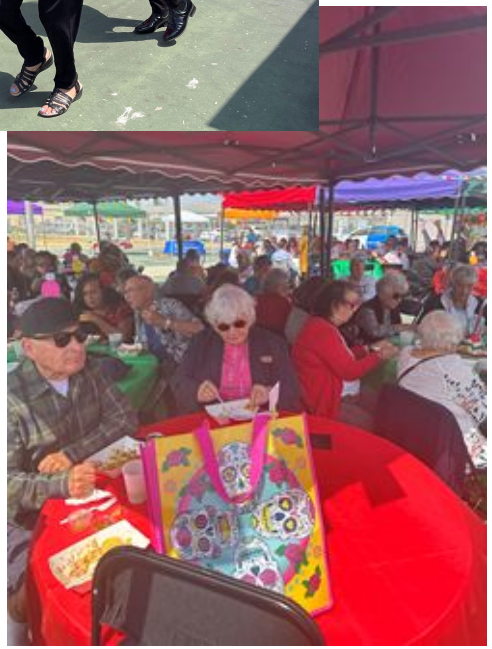
Trunk or Treat





Mexican Independence Day





Senior Nutrition by the Numbers

Annual Totals:

21,494 Congregate Meals
24,510 Home-Delivered Meals

Overall we serve approximately 400 seniors per month through the Congregate (in-person) and Home Delivered meal programs.



Hot lunch is served weekdays at
Wilson Senior Center
Colonia Senior Center
Palm Vista Senior Center





Seniors in Motion by the Numbers:

Participants: 49
Weekly Programs: 6
Special Events: 7

Get Outside. Get Active. Be Healthy.

- Monday morning walks
- Monday Coffee with a Convo
- Weekly in the parks:
  - Zumba
  - Yoga
  - Tai Chi



Yoga

Walking





Zumba

Tai Chi



SIM Special Events

- Cookie Exchange
- Paint & Sip
- Game Time
- Out to Lunch Bunch









Starting in 2025!

- Pickleball at Colonia Gym
- SIM Evening Programming - Yoga

Excursions

- Broad Museum
- Christmas at the Farm
- Beatrice Wood Center for the Arts
- Santa Barbara Mission
- Port of Hueneme







RSVP by the Numbers:

Total RSVP Volunteers: 331
Total RSVP Volunteer Hours: 44,872
Total RSVP Value of Volunteer Hours: $1.73 million

Total RSVP Recipients of VCAAA Legacy Award:
One



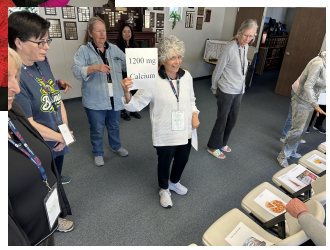
Sylvia Fulton



RSVP Bone Builders

Classes: 23
Participants: 466
Volunteers: 104
Volunteer Hours: 9,889





Tai Chi: Moving for Better Balance

Classes: 13
Participants: 264
Volunteers: 36
Volunteer Hours: 5,872





Senior Gardens by the Numbers:

Wilson Senior Garden

- 19 plots
- 12 gardeners
- 1 shade house



Pleasant Valley Senior Garden

- 17 plots
- 9 gardeners
- 1 clubhouse
- 1 toolshed



Seniors Contributing to Community Events

Seniors at Community Events

Dia de los Muertos



Insect Festival



Garden Expo



Art Gala



Tamale Festival



Wilson Ukulele Group



Oxnard Seniors' Art on Display at the County Government Center







100 years old ~ Birthday Celebrations
Commendations
Oxnard Holiday Parade

Birthday Celebrations by the Numbers:

Celebrants: 7

Look who turned 100 in 2024!



Sister Esther Irizarry



Adelaide Rocha



Maria Marquez



Sally Varela

But these gals have them beat!



Rosa Morales - 103

Inez Almanza - 104





Ruth Zavala - 106



Holiday Parade





Commission Commendations

Jeff Nevitt



Sylvia Fulton



Oxnard PD - Colonia





2025 Goals

- Monitor and evaluate technology education
- Review accessibility and signage at SOC
- Research and create a senior housing list
- Implement and evaluate Monthly Health Initiatives

Senior Services Office
350 N. C Street
Oxnard, CA 93030

Hours: Monday – Friday
8 am to 5 pm

805-385-8019
seniors@oxnard.org

Facebook & Instagram: oxnardseniors
Activity calendar & Senior Nutrition menu posted monthly here.

CITY OF OXNARD CALIFORNIA

THE END

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. I.1

DATE: May 6, 2025

TO: City Council

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Jose Cano to the Cultural Arts Commission representing District 4.

Please click the following link to view the required Measure M pre-recorded presentation video:https://youtu.be/YG-QIj2VzZE

BACKGROUND

Oxnard City Code (OCC) Section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office.

DISCUSSION

Cultural Arts Commission (CAC)

The CAC's powers and duties related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have a special knowledge or interest in the arts. For this purpose, Councilwoman Rodriguez nominates Jose Cano to represent District 4, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

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: Luly Lopez, City Clerk

ATTACHMENTS

1. 05.06.25 Appointment of Members to Serve on the City's CAGs

Appointment of Members to Serve on the City's CAGs

City Council

May 6, 2025

Luly A. López, City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Jose Cano to the Cultural Arts Commission representing District 4.

CULTURAL ARTS COMMISSION (CAC)	
Function	The CAC's powers and duties related to cultural arts, including public art, in the City.
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilwoman Rodriguez nominates Jose Cano to represent District 4

CITY OF OXNARD CALIFORNIA

THE END

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: May 6, 2025

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects.

RECOMMENDATION

That the City Council receive and file this report.

(The Measure O Citizen Oversight Committee heard this update at its April 24, 2025 meeting).

BACKGROUND

At the February 20, 2024 City Council meeting, staff presented an update on the status of each active Measure O project. This is the same status report one year later, updated to reflect project progress made in 2024.

DISCUSSION

As of February 28, 2025, Measure O funds a total of 49 active projects: 19 ongoing operational projects, 5 ongoing debt service items, and 25 one-time funded projects. Ongoing funded projects receive a specific amount of funds every fiscal year; if staff does not use all of the funding from that fiscal year, unused funds cannot be rolled over to the next fiscal year. One-time funded projects receive the approved funding only once, with staff expending the funds throughout the course of the project. One-time funding can roll over to the next fiscal year, but once the funds are depleted that project receives no more funding.

Measure O projects made significant progress in 2024. Although inflation remains a factor affecting project delivery, many Measure O projects were able to make significant strides or reach completion. Attachment 1 shows status updates on all active Measure O funded projects. Attachment 1 was compiled using expenses as of February 28, 2025.

Completed Projects

Since January 2024, twelve projects have been completed, detailed below. Four of the eleven projects listed below are completed, but just need to undergo the final step of being closed out in the City's financial system (projects M1808, C2315, C2332 and C2548).

1. Project M2402 (IT Contractors) - this project funded contractors for the City IT department to implement multiple different projects. Projects include the permit payment process for the Community Development Department, remediation of the document management system, a citywide wifi upgrade and a custom software assessment for the police department. M2402 received a one-time award of $1,275,000; the funds have been fully spent down and the project is closed.

2. Project C2315 (IT Equipment Refresh/Upgrades) - this project replaced old, outdated IT equipment to improve functionality and increase the City's cyber resilience and security. Purchases included PCs and monitors to replace computers that reached the end of their useful life, as well as servers and storage devices for obsolete and vulnerable equipment. C2315 was a one-time funding award of $300,000. A total of $257,845 was spent, leaving $42,155 to

return to the Measure O fund to be made available for new City projects in FY 25/26. This project is complete, but currently in the process of being closed out in the City's financial system.

3. Project C2410 (High-Pressure Breathing Air Compressor) – this one-time project was for the purchase of one high-pressure breathing air compressor for Fire Station One to replace the outdated one, which was beyond its useful life and experiencing mechanical failures. The total award was $93,000. The purchase was made and project C2410 has been closed. Total project cost came to $92,848, leaving $152 to return to the Measure O fund and be made available to new projects.

4. Project C2332 (Chemical Analyzer) – this project was a one-time award of $40,359 for the purchases of a Gemini Chemical Analyzer. The analyzer allows for rapid identification of unknown chemicals in hazardous materials incidents, including explosives, narcotics, toxic chemicals, and hazardous materials. The machine replaces the unit carried on the Department's only hazardous response vehicles, housed at Fire Station 7. Measure O funds were used as grant match. The analyzer has been received and the project is ready to close in the City's financial system. The Measure O funds were fully expended.

5. Project M2403 (FEMA Grants City Matches) – in April 2023, the Measure O Committee approved a new project providing $186,000 in grant match for FEMA grants the fire department applied to. This single award was put into the City's financial system as two different projects (M2403 and M2404) due to some of the grants having different match rates. While M2404 remains open, M2403 has been completed and closed. The total costs ended up being $0, leaving $16,667 available to be returned to the Measure O fund and made available to new projects in FY 25/26.

6. Project M2502 (Plan Check Consulting Services - Fire) – this project was a one-time award of $100,000 to partially fund contract consulting services for a hard-to-fill vacancy in Fire Administration. The consultant conducted plan check reviews for fire code compliance. Reviews for fire code compliance were vital to avoid disruptions to the plan check review process for city residents and business building permits. The funds have been fully spent down and the project has been closed out.

7. Project C2403 (Portable Stormwater Pump) – this project received a one-time award of $80,000 to replace an inoperable pump that was damaged during the January 2023 storms. The pump is used during rainstorms to mitigate flooding and damage. The total costs ended up being $56,406, leaving $23,594 available to be returned to the Measure O fund and made available to new projects in FY 25/26. C2403 has been closed and the remaining funds returned to Measure O.

8. Project C2043 (Roof Replacement - PACC Rental) – this project replaced the roof at the PACC Rental location via a one-time award of $294,762. The total costs ended up being $11,923, leaving $282,839 available to be returned to the Measure O fund and made available to new projects in FY 25/26. C2043 has been closed and the remaining funds returned to Measure O.

9. Project C2042 (Roof Replacement - Wilson Center) – this project replaced the roof at the Wilson Center via a one-time award of $400,000. The funds were fully spent down and this project has been completed and closed.

10. Project C2039 (Roof Replacement - Sturgis Annex) – this project replaced the roof at the Sturgis Annex via a one-time award of $1,303,686. The total costs ended up being $1,054,117, leaving $249,569 available to be returned to the Measure O fund and made available to new projects in FY 25/26. C2039 has been closed and the remaining funds returned to Measure O.

11. Project M1808 (New Senior Center) - this project received a one-time award of $93,250. A Feasibility Study was completed for this project in March 2022 for a total of $70,762. Since then, M1808 has been frozen due to litigation that restricts the City's ability to bond for capital projects. Additionally, more funding would be needed to undergo the next phase of this project (releasing a Request for Proposals for design). As the timeline for this is unknown, the project will be closed and the remaining $22,488 returned to the Measure O fund to be made available for new projects in FY 25/26. M1808 is currently in the process of being closed out in the City's financial system.

12. Project C2548 (Backhoe / Streets) - To comply with air quality requirements, the City had to retire our only backhoe. This project funds the purchase of one new backhoe to replace the retired one. The new backhoe was received by the City on January 28, 2025 and began service on February 19, 2025. The entire $200,000 Measure O award has been spent down and the project will begin the process of closing out in the City's financial system.

Removed Projects

Last year there was also a project titled "Citywide Alleyway Resurfacing" included as project C2111. This project has since been consolidated into project C2102, also titled "Citywide Alleyway Resurfacing". C2102 is reported on above as a one-time project; while C2102 contains more funding sources than just Measure O, only the Measure O funds are reported on in this staff report. C2111 was removed from the above list as a separate project so its costs and performance

are not double-counted.

Projects Transferred to General Fund (Weaned)

As of July 1, 2024 with the adoption of the City's FY 24/25 budget, the following three projects have been removed entirely from Measure O and moved into the General Fund. Thus, they have been removed from the above list, the Measure O projects have been closed, and no further Measure O funds are being expended for these purposes.

1. M1203 – CAD/RMS Operational (ongoing). The City provided $958,984 towards data integration between the Public Safety 911 Computer-Aided Dispatching (CAD) system and Record Management System (RMS). This system allows staff to identify and separate calls by type of service or emergency, enabling public safety personnel to service the most dire of requests in the least amount of time. The Police Department responded to 78,285 incidents in 2024; 256 of these were emergencies of the highest priority.

2. M1407 – Integrated Library System (ongoing). Every year Measure O provided $53,285 towards the Integrated Library System. It provided stable, reliable and efficient use for both in-person and phone patron library transactions. Without an efficient system, staff would not be able to check out material to patrons, maintain item records, add material ordering records and provide integration with the public library catalog. Over 182,231 physical items and 18,685 virtual items were checked out in 2024. Over 6,410 new items were ordered, cataloged and added to the collection in 2024.

3. M1303 – Library Wifi Operational (ongoing). Every year Measure O provided $2,000 to provide a wifi connection point for both library staff and library patrons, as the internal physical network is old, close to end of life, and unreliable. The project provided wifi at three library locations and over 23 electronic resources to the community.

The latest Measure O Annual Community Report is included as Attachment 2. This was mailed out to all Oxnard households beginning in January 2025. It is a summary of FY 22/23, which was independently audited by Eadie + Payne.

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

The Measure O Citizen Oversight Committee received this report at their April 24, 2025 meeting.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. Attachment 1 - Active Projects
2. Attachment 2 - Community Report
3. Attachment 3 - Powerpoint

	Project Name	Expenses as of 2/28/2025[1]	Status Update on Project	Project Accomplishments
Ongoing Projects				
1.	M1302 - Homework Center Main Library	$38,657 expended of the $69,058 annual budget.	The Homework Center is available to all K-12 student walk-in's from Monday through Thursday from 3-7pm.	● Over 2,500 hours of assistance provided in 2024 ● 901 students were helped with their homework in 2024. Teen volunteerism for peer tutoring totaled 79 hours.
2.	M1910 - Recreation Services	$0 expended to date in FY25, but anticipated to be fully expended by the end of FY25. The annual budget is $85,735.	Funding supports after-school program fixed costs for 10 local schools.	Program serves over 2,778 children grades 1-8.
3.	M1911 - Oxnard Afterschool	$0 expended to date in FY25, but anticipated to be fully expended by the end of FY25. The annual budget is $107,673.	Funding supports after-school program fixed cost for 20 local schools.	Program serves over 2,200 children grades 1-8.
4.	M1102 - PAL Operational	$121,039 expended of the $228,678 annual budget.	In 2024, Oxnard PAL hosted: ● PAL Community Cinema (summer): 7 showings at 7 parks with over 700 participating viewers ● Back to School Backpack Distribution: 600 youth participants ● PAL Dance Program: 100 youth participants ● Turkey Distribution 2024: 500 turkeys to Oxnard families ● PAL Santa's Workshop: served 1,073 children ● The annual Kids Fest served 1,000 participants ● Summer Lunch Program served	The Oxnard PAL program serves a total of 12,001 participants ages 8 - 18 years old.

[1] For ongoing projects and debt-related projects, this column lists expenses from July 1, 2024, through February 28, 2025. For one-time projects, the numbers are from the beginning of the projects through February 28, 2025.

			over 2,300 meals to youth ● Summer Enrichment Camps: Pep Squad, Basketball & Self-Defense partnered with Oxnard Police officers to coach 145 youth in 2024	
5.	M1408 - College Park Programs	$55,185 expended of the $115,000 annual budget.	Field rentals at College Park.	Athletic and event reservations at College Park serve over 200 teams aged 6 to 18 years old, and also 4 adult soccer leagues serving over 100 adult teams.
6.	M1103- City Corps Townkeeper	$770,737 expended of the $1,321,263 annual budget; anticipated to be fully expended by the end of FY24.	Projects are scheduled based on community needs and essential services, including but not limited to: ● Ormond Beach clean up projects ● Alley clean ups	City Corps Townkeeping crews continued to provide the citywide cleanup activities in 2024. Over 133,611 pounds of waste was removed from City alleyways between January and December of 2024. City Corps also works in conjunction with Public Works on Ormond Beach cleanups, where various species of invasive plant, trees and shrubs are removed. City Corps also provided event support and assistance for the following City and special events: Tamale Festival, Insect Festival, Fall Festival, Multicultural Festival, Juneteenth Celebration, Ventura County Philippine Flag Raising Event, Veterans Day Ceremony, Oxnard Police Memorial, Martin Luther King, Jr. March, and others.
7.	M1104- Preschool to You	$67,351 expended out of the $206,831 annual budget.	Preschool to You classes were offered from January to December 2024 in the mornings at five parks throughout the City. Tiny Tots continued to run three days per week from January - June and September - December. One additional class supports families with younger children: the Kinder Krash Course, held twice per week from July - August.	Preschool to You has served 1,500 youth; Tiny Tots has served 1,483 youth; Kinder Krash has served 40 youth. The grand total is 3,023 of the youth that the City served, an increase of 737 compared to the previous year’s 2,286.

8.	M1304- Mobile Activity Center Services	$24,033 expended of the $44,000 annual budget.	● Spring Session services operated 5 afternoons per week for 2 weeks at two locations (Rio Lindo and Lathrop Memorial). ● Summer Session runs 5 mornings per week for a total of 8 weeks at 15 different park locations.	In 2024, the mobile activity center served 489 residents during Spring Session and 2,640 residents during Summer Session.
9.	M1305- Senior Nutrition Program	$102,720 expended out of the $395,237 annual budget.	The City continues to provide senior nutrition meals weekdays at Wilson, Palm Vista and Colonia Senior Center as well as delivering meals to homebound seniors.	● In 2024, 20,607 congregate meals were served. ● In 2024, 24,145 home-delivered meals were served. ● The City currently serves 159 homebound seniors and 390 congregate participants.
10.	M1306- Day at the Park - Special Needs	$5,915 expended of the $14,072 annual budget.	From January to December 2024, the City offered: ● Special Pops Fun Club (February, April, July, October, & November) - Amy's Art Class, 8-week session (March-April, June-July, & September-October) - Mondays Chill, Color, & Crafts at the Oxnard Main Library (May-December, but will be ongoing on every Monday) - Art Show after every Art Class session at Wilson Center - Thursdays Crafts and Games (January- April) ● Special Pops Challenger Sports: - Basketball (January-March) - Soccer (July-August) - Flag Football (September-October) - Boxing (February- April) - Open Gym weekly (January-December) ● Special Pops Day at the Park (May-October) ● Special Pops Events (Aut 2 Run in April, Parent Appreciation in May, Color Run in August, Trunk or Treat in October, Santa's Workshops and Oxnard Christmas Parade in December)	● From January to December 2024, 5,567 participants were served across all programming. 302 participants attended Day at the Park events. ● Oxnard Special Population programming included: Day at the Park, Art Classes, Crafts & Games, Flag Football, Boxing, Soccer, Open Gym, volunteer opportunities at the Wilson Garden and Oxnard Public Library, and Fun Club. This project also included several Special Events: First Annual Color Run, 2nd Annual Down Syndrome Walk, Trunk or Treat, Parent Appreciation, Santa's Workshop and Participation in the Tamale Festival Christmas Parade. Weekly programming includes Open Gym and "Chill, Color & Crafts". We continue to provide the Sensory Tent at all City events along with sensory bags, with the aim to expand sensory bags into the Library and other City programming.

11.	M1301 - Spanish Language Interpretation	$13,085 expended of the $51,114 annual budget.	The vendor translates all Council and Committee meetings to Spanish.	The vendor translated live in the Council Chambers during meetings in real time.
12.	M1806- Safe Homes Safe Family	$215,772 expended of the $450,443 annual budget.	Safe Homes Safe Families currently has 29 property owners enrolled in the program, encompassing 63 individual properties. As many of these enrolled properties are multi-family units, there is a total of 878 units being monitored for compliance. Additionally, there are 18 properties that are in process of being added to the SHSF program	In 2024 the SHSF program was required to review 395 newly reported substandard housing complaints or reports of unpermitted construction. A new SHSF Inspector has been hired; the new inspector will start with qualifying cases for Quarter 1 of 2025. A review of the case notes for 2024 found that 104 SHSF cases have been found to be in compliance. To date, 17 properties have been removed from the program.
13.	M1402- Ormond Beach Enhancement	$3,069 expended of the $13,812 annual budget.	Annual funding pays for monitoring, reporting, and clearance required per coastal development permits issued by the Coastal Commission. Eligible funding uses also include small amounts of annual clearing and cutting by Oxnard City Corps of invasive plants, shrubs, and trees. Funding is also used to pay the monthly costs for the rental and service of portable restrooms at Ormond and electricity and maintenance charges for the caretaker trailer.	In 2024, a 5’ box blade and stump bucket were purchased with Measure O funds in 2024 to support City Corps’ restoration work at Ormond Beach.
14.	M1904- Measure O Audit	$0 of the $5,400 annual budget.	This year the Measure O program was audited in conjunction with the City’s Annual Comprehensive Financial Report.	The Measure O audit is still in process and expected to be complete in the coming months. The FY24 data is tentatively scheduled to be presented to the Measure O committee in May.

15.	M1906- Fire Advanced Life Support	$28,838 expended of the $136,000 annual budget.	Funds allow the Fire Department to provide advanced life support (ALS) services to the community. This is an increase in service level from the basic life support services previously provided.	The funds are utilized to purchase ALS medical and protective supplies for emergency medical response services. The funding also supports consulting services for the medical director of the City's ALS Program. Additional purchases will occur through the end of the fiscal year. Consulting costs are incurred throughout the year but generally invoiced at the end of the year. The availability of this ongoing funding for increased service level to the City's ALS Program is a critical, life-saving service to firefighters and the community.
16.	M1601- East Village Park Operating Maintenance	$47,243 expended of the $105,331 annual budget.	Ongoing general maintenance and utilities of East Village Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and College Park) and all operational costs. Damaged playground equipment was replaced in 2024.
17.	M1406- ITS Annual Maintenance	$0 expended of the $35,121 annual budget.	This project improves signal timing and performs equipment replacement at needed locations to help maintain the 165 signal locations in the City.	In 2024, utilizing different funding (including a grant), Signal Maintenance responded to and completed 122 signal requests received through the Oxnard 311 system.
18.	M1101- Alley & Roadway Repair	$211,035 expended of the $500,341 annual budget.	Ongoing maintenance of alleys and street repairs and maintenance.	● In 2024: responded to 597 requests for road repairs. ● In 2024: used 2,636 tons of hot asphalt.
19.	M1307- College Park Maintenance	$474,008 expended of the $850,032 annual budget.	Ongoing general maintenance and utilities of College Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and East Village Park) and all operational costs. Accomplishments made this past year include turf renovation, an effort that started in December 2024.

Ongoing Debt Service				
20.	C1844- Dispatch Consoles	$64,367 expended to date, anticipated to be fully expended by the end of FY25. The annual budget is $128,734.	Project completed in March 2021. This is the ongoing debt service for these console systems. The debt maturity date is 3/30/2025.	Project completion included the installation of seven new dispatch console systems and the required staff training.
21.	M1804- Fire Station 8 Lease Debt	$1,162,409 expended of the $1,385,944 annual budget.	This is an ongoing lease payment for Fire Station 8. The debt maturity date is 12/1/2031.	Fire Station 8 normally houses 10 personnel every day. Additionally this station houses an Urban Search & Rescue (USAR) vehicle and equipment. It is an invaluable resource to south end residents.
22.	C1845- Fire Trucks	$46,150 expended to date; anticipated to be fully expended by the end of FY25. The annual budget is $92,300.	This is an ongoing lease payment for two fire engines. The debt maturity date is 3/30/2025.	The two engines were placed into service in December 2019. They are currently protecting residents in Council District 4 (from Fire Station 1) and in Council District 1 (from Fire Station 6). In 2024, E81 responded to 4,039 requests for service. E66 responded to 3,099 requests for service.
23.	M1905- Handheld Radios	$10,930 expended to date; the annual budget is $21,861.	Radios were purchased on the 2018 Bank of America Lease Purchase line of credit and were deployed in FY18. This is the ongoing debt service for these radios. The debt maturity date is 3/30/2025.	Over 100 new portable radios were purchased and deployed to Firefighters. These radios are in service and continue to be used on a daily basis in the City. These radios provide clearer communication channels allowing our first responders to more efficiently address calls for service and leading to decreased loss of life and property.

24.	M1805- 2014 Lease Service Street Bond	$180,250 expended to date; the annual budget is $1,665,500.	This is a debt payment on previous jobs. The debt maturity date is 6/1/2029.	La Colonia Phase l and ll are completed. The design for the La Colonia Phase lll project has been finalized, with the estimated construction cost coming in at $6.7M. The project is scheduled to begin soliciting construction bids in April 2025, with construction anticipated to begin in FY 25/26.
One-Time Projects				
25.	M1907- Tenant Relocation Assistance	No funds have been expended out of a $20,000 one-time budget.	No funds have been expended to date. No requests for assistance have been submitted.	Funds are available for use as needed.
26.	M1913- Economic Development Strategy	No funds have been expended out of a $25,000 one-time budget.	This project is on hold. Multiple reports have recently been completed analyzing the community and economic landscape in the City of Oxnard and the region. Staff is currently analyzing those reports in an effort to augment the work that has been completed.	Although funds have not been disbursed, staff continue to provide resources and support to local businesses as they continue to struggle with a shortage of workers and the cost of inflation. Staff is prioritizing communication with the business community through a quarterly electronic newsletter. Staff have also focused on increasing awareness of business resources and began holding in-person workshops and seminars in March 2024.
27.	M1909- Homeless Shelter Acquisition	$1,427,492 expended of a $1,550,000 one-time budget.	Second and B Streets shelter/ mixed use development began construction in June 2022. It will include 56 permanent supportive housing units and a 110 bed shelter. The City will use Measure O funds and PLHA funds for the shelter's tenant improvements, shelter shell, and a portion of the rooftop deck to serve the homeless shelter guests. The project is anticipated to be completed in the summer of 2025.	Shelter improvements will include 110 beds for homeless individuals; a warming kitchen; office space; storage; restrooms; showers; and laundry facilities. Costs associated with the shelter shell and rooftop deck will also be funded by Measure O and PLHA funds. Work is currently underway on shelter tenant improvements.

28.	M1807- Colonia Gym Facilities Repairs	$1,646 expended of a $18,000 one-time budget	Staff is currently collecting quotes for a wall pad installation for Colonia Gym to be completed by June 2025.	Resurfacing of gym floor is complete and water fountain installation is complete.
29.	C2314 - Library Tech Infrastructure Upgrade	$0 expended of $450,000 one-time budget.	This is an additional allocation of funds to project MO5402 - Library Wi-Fi Operational, but has its own project name and number. Project funds will implement new design, architecture and equipment to establish a reliable and secure system for the library's technological infrastructure and platforms. This project is pending completion of the professional services contract to begin assessment of infrastructure and recommendations on prioritization of the aged system and the systems that sit on the aged network.	A contractor (Carson Block Consulting Inc.) has been awarded the contract for network infrastructure and platforms assessment. This contract is in the final stages of negotiation. The network will be assessed as soon as the contract is finalized in order for IT to expedite this vital part of the project.
30.	M2306 - Facilities Assessment	$292,614 expended of a $340,000 one-time budget.	The project is anticipated to be completed by February 2026.	A comprehensive assessment of 35 sites, buildings, building systems, and infrastructure has been completed. This includes identification and documentation of their present condition (physical building assets and infrastructure), as well as recommendations and cost estimates for the corrections of deficiencies and prioritization of work to be done. Currently, an ADA compliance assessment is being performed at 13 sites, as well as an assessment for sidewalk access on C Street.
31.	M2307 - Tier II Seismic Evaluation of the PACC	$42,449 expended of a $200,000 one-time budget.	Professional Services contract was awarded July 2024.	The PACC Seismic Study is nearing completion and staff will evaluate the next steps for the project once the report is to a point where an engineering recommendation can be made.
32.	C2205 &	C2205: of the	These two projects are composed of	Citywide residential neighborhood

	C2209- Street Projects	$3,328,400 one-time budget, $3,328,400 has been expended. C2209: of the revised $7,189,727 one-time budget, $4,962,873 has been expended.	citywide arterial and residential street improvements and completed construction on flowing projects: 1) The Arterial Street Resurfacing - East and West Gonzales Road and Oxnard Blvd. Street Improvements has been completed. 2) The Arterial Street Resurfacing - Hueneme Rd. Street Improvements has been completed. 3) The Neighborhood Street Resurfacing - Kamala Park and Bartolo Square South has been completed.	street improvement projects for El Rio West, Cabrillo, Sea Air, Rose Park, Pleasant Valley Village and South Winds neighborhoods will start construction in May 2025.
33.	C2404- Joint Use Agreement Between West Village Park and Brekke Elementary School	$0 expended out of a $425,000 one-time budget.	The School District proceeded to purchase and install a playground unit. The City is responsible for funding benches, a BBQ, trash receptacle, a fitness circuit, and any playground costs that are eligible for reimbursement.	The City has awarded the purchase and installation of a playground (a “Tot Lot” for younger children) and exercise stations. The existing playground equipment at Brekke 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 safety of children using the playground equipment. The specific work for this project includes removing and disposing of existing playground equipment and replacing it with a new playground system and engineered wood fiber safety surfacing. A Notice to Proceed was issued on January 30, 2025 for this project.
34.	M2405- Personal Protective Equipment	$41,622 expended out of a $110,000 one-time budget.	The first equipment order arrived in 2024. The second equipment order is currently being scoped for use of the remaining funding balance.	The first equipment order for tactical gear for our Fire Department’s Tactical EMS Operations was completed in March 2024. This was a critical investment in the safety and effectiveness of our fire department personnel. These items provide essential protection in high-risk, tactical environments where the safety of responders is paramount.

35.	C2036- Facility Emergency Backup Generator	$2,728 expended out of a $800,000 one-time budget.	A contract has been awarded; the contractor is currently working on equipment procurement.	Coordination is underway to schedule a shutdown to replace the existing Police Department generator.
36.	M2404- FEMA Grants City Matches	M2404: $0 expended out of a $12,306 budget. C2412: $13,210 expended out of a $13,210 budget. G2413: $21,183 expended out of a $35,065 budget. G2414: $7,291 expended out of a $19,609 budget. G2415: $7,316 expended out of a $14,677 budget. G2503: $0 expended out of a $17,362 budget.	The project funding is split between the following individual projects to serve as their grant match as follows: ● M2404 ● C2412 ● G2413 ● G2414 ● G2415 ● G2503	● The $43,000 funding allocated to Project C2410 was supplemental funding needed to procure a new airfill station used in filling the self-contained breathing apparatus (SCBA) cylinders used by firefighters. The SCBAs provide safe air in environments with smoke, toxic gases, or low oxygen levels, such as during structure fires or hazardous material incidents. The purchase of the airfill station was completed in April 2024 and this project is shown on the "Completed Projects" list below. ● Grant C2412 purchased automated chest compression devices used in the Fire Department's Advanced Life Support Program. The purchase of this grant-funded equipment was completed in FY24. ● Four awarded grants (G2413-G2503) are emergency response training grants (paramedic, hazardous materials, urban search and rescue) with periods of performance that span 2-3 years. All the training programs are in various stages of completion.
37.	M2406 - Measure O Annual Report Printing	$23,050 expended of $28,000 one-time budget.	Reports must be printed and mailed to all households in the City annually. This project covers the annual printing and mailing cost. Reports run 1-2 years behind to allow for audited numbers to be used.	The current report was mailed out beginning in January 2025.

38.	C2257 - Radio Infrastructure	$0 expended of $952,720 one-time budget.	This purchase is for the Oxnard Police Department to go live on the countywide 700 MHz radio system and enhance current field operations.	This project replaces the dilapidated and failing analog radio system the Oxnard Police Department currently uses. This will enhance day to day transmissions for officers in the field and will allow interoperability with other entities in Ventura County.
39.	C2420 - Water Craft Replacement	$18,675 expended of $23,107 one-time budget.	The purchase of the replacement water craft was completed in June 2024. Only final invoicing remains.	Project replaced an extremely worn and ill-equipped reserve rescue water craft. With the new rescue craft, the City is now in the process of implementing a new, modified response model that allows for two water rescue crafts to be available for ocean water rescue. This purchase increased the Fire Department's ability to recover and rescue victims in coastal waters.
40.	C2006 - Traffic Signal Modernization	$0 expended of $1,000,000 one-time budget.	The City has secured funds to match Measure O's contribution towards modernizing the City's traffic signal equipment. The City Council approved and authorized a total of $3,120,000 for 3 years.	In 2024, 35 intersections received new controllers and conflict monitors funded by this project. In addition, 4 signal cabinets and other equipment were used to modernize various locations across the City. A plan currently underway to equip another 40 intersections with new controllers and conflict monitors. This will continue until all intersections are equipped with upgraded controllers and conflict monitors in addition to new cabinets, high visibility backplaces and other equipment, as needed.
41.	C2305 - Public Restroom Improvements	$15,322 expended of $1,000,000 one-time budget.	Renovation or replacement of restroom facilities at multiple locations.	• College Estates Park Restroom Replacement has been awarded and began construction on March 12, 2025. • Del Sol Park Restroom - Design and specifications are complete and have been approved by Community Development.

42.	C1901 - Mandalay Bay Seawall Repair	$0 expended of $2,500,000 one-time budget.	Design and Permitting phases have been completed. The current estimated construction start date is between October - December 2025.	Received California Coastal Commission construction permit in May 2024. Received Water Board and Army Corps of Engineers permits in March 2025. Bid package completed in March 2025.
43.	C2542 - Colonia Park Pool Repair and Equipment Replacement	$0 expended of $120,000 one-time budget.	Project repairs pool deck, new coping, tile repair, pool surface refinishing, upgraded pool equipment and accessibility upgrades to the pool and restroom.	Project is in the process of securing a professional design and engineering consultant. Initial site assessment and scoping were completed in 2024.
44.	C2507 - South Oxnard Library Remediation	$0 expended of $200,000 one-time budget.	Project remediates water damage and repairs skylights in the South Oxnard library.	Public Works is assessing the scope of allowable repair under the water damage legal settlement. Design work is planned to be initiated during summer/fall 2025.
45.	C2508 - La Colonia Boxing Gym Improvements	$0 expended of $200,000 one-time budget.	A Task On-Call (TOC) solicitation for architectural services is currently in progress for the design improvement phase of the facility.	Previously, the project was submitted for a formal Request for Proposals (RFP) due to the expiration of architectural on-call agreements. However, only two firms responded—one was disqualified, and the other did not meet the minimum requirements. With the recent approval of new architectural on-call agreements, the project is now moving forward without the need to reissue a bid, ensuring a more efficient and timely progression.
46.	M2501 - Election Regarding CFD 5 (Riverpark) Ballot Measures	$0 expended of $150,000 one-time budget.	Project supports local initiatives on the November 2024 ballot.	The project is complete, only final invoicing remains.

47.	C2547 - 10-Ton Dump Truck / Streets	$0 expended of $300,000 one-time budget.	Due to aging equipment, the City has retired three dump trucks and now has only one existing dump truck in operation. This project funds one new dump truck, bringing the city's working total to two.	Staff is bringing an item to City Council on April 29, 2025 to approve and authorize the purchase order for the dump truck.
48.	M2503 - Rent Stabilization	$45,578 expended of $160,000 one-time budget.	Contract services to support the Rent Stabilization and Just Cause programs to protect tenants. The protections included limiting annual rent increases to 4% (there are unit exemptions) and requiring relocation assistance if tenants are forced to vacate a unit for no-fault of their own.	This project supports staff and operational expenses necessary to enforce both ordinances. In 2024, staff interacted with 868 residents and property owners, through phone calls, emails and walk-in office visits. These interactions lead to various outcomes which include: educating tenants and property owners, investigating complaints, issuing warning notices and citations and conducting hearings.
49.	C2102 - Citywide Alleyway Resurfacing	$3,687,743 expended of $8,285,225 one-time budget.	Citywide initiative to continuously reconstruct alleyways	The Fremont North neighborhood Alley reconstruction project has been completed. The alley reconstruction project in the La Colonia neighborhood is expected to begin in the summer of 2026.

City Hall
300 W. Third St.
Oxnard, CA 93030

ECRWSSEDDM
RESIDENTIAL CUSTOMER

MEASURE O

ANNUAL COMMUNITY REPORT
FISCAL YEAR 2022-23

Measure O Funds of **$16M** were invested towards the following Council-approved priorities:

POLICE DEPARTMENT
Supported 16 police officer positions, including Oxnard's Neighborhood Policing Team (NPT), a group of officers that specialize in neighborhood problem-solving and proactive community engagement. The NPT led the 2022 fireworks enforcement effort, receiving over 300 tips via the hotline and email. Nearly 200 warning letters were sent out to prior offenders. NPT officers also engaged with Oxnard's homeless community and responded to over 5,200 calls for service related to homelessness.

Total Investment: $5.39 million

PUBLIC WORKS
Invested $2.25 million to restore alleys citywide as part of a one-time Measure O Capital Improvement project.

Measure O also funded the majority of the maintenance budget of College Park and East Village Park; street projects; roadway repair; and alleyway resurfacing.

Also funded debt service for the 2014 lease revenue street bond and alley reconstruction.

Total Investment: $3.18 million

HOUSING
In FY 2022-23, 132 people were permanently housed. The Street Outreach program, which offers street level services and relocation to shelter to unhoused community members, averaged 147 engagements per month.

Measure O also funded the operation of the 110-bed shelter at the Oxnard Navigation Center. During the pandemic, Ventura County protocols limited the shelter's capacity to 80 residents, prioritizing the most vulnerable members of the community. The Center returned to its full 110-bed capacity in FY 2023-24.

Total Investment: $2.17 million

CULTURAL & COMMUNITY SERVICES
Funded the City Corps Townkeeping program, which included servicing 132 bus stops and 40 concrete trash cans across the city three times per week, as well as 106 downtown trash cans three times per week. Over 18,500 pounds of waste was removed from City alleyways. Prepared and served over 45,090 congregate hot meals and home delivered meals through the Senior Nutrition Program. Measure O also supports the Homework Center at the Main Library; Day at the Park program for Special Populations; College Park recreational sports monitors; Pre-School to You school year program; the 8-week summer Mobile Activity Center (MAC) in local parks; and the Police Activities League summer basketball program for 144 youth.

Total Investment: $1.99 million

FIRE DEPARTMENT
Supported Oxnard's Advanced Life Support (ALS) and paramedic program. In 2022, Oxnard Fire paramedics averaged a response time of 5 minutes and 15 seconds. Measure O also funded Fire Station 8 bond debt.

Total Investment: $1.66 million

INFORMATION TECHNOLOGY
Supported the operation of the Public Safety 911 Computer-Aided Dispatching (CAD) system and Law Enforcement Record Management System (LERMS). These critical systems process calls and assist dispatchers to send first responder resources to where they are needed and communicate with Mobile Data Computers (MDC's) in patrol units.

Total Investment: $928,015

CITY MANAGER /NON-DEPARTMENTAL
Paid for the funding for Spanish language translation services at City Council meetings and the ability to broadcast this as second audio programming (SAP) on the City's government channel. Funded the payment for the independent Measure O audit report to ensure financial transparency.

Paid for an Equipment Refresh/Update, replacing old and outdated equipment to improve functionality and increase the City's cyber resilience and security.

Also supported the ongoing enhancement activities to the Ormond Beach wetlands area.

Total Investment: $325,114

COMMUNITY DEVELOPMENT SERVICES
Funded the Safe Homes, Safe Families program, which supports funding a Code Compliance Inspector and support staff to address substandard code compliance cases. In FY 2022-23, 414 cases qualified for review by the program.

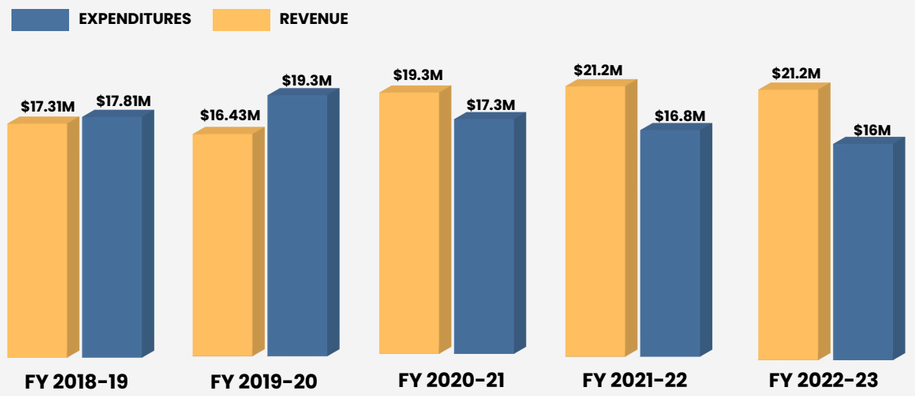
Total Investment: $345,761

COMMITMENT TO FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

The FY 2022-23 spending report has been independently audited as part of the City's annual audit, conducted by the accounting firm Eadie+Payne.



5-YEAR MEASURE O REVENUE & EXPENDITURES
FISCAL YEARS 2018-19 THROUGH 2022-23



The audited Annual Comprehensive Financial Report (ACFR) for FY 2023 shows a Measure O fund balance of $23.7 million. Maintaining an adequate balance is crucial to meet financial obligations extending beyond Measure O's sunset, including the fire station bond debt, which must be paid off by 2032, four years after the sales tax expires.

FOR MORE INFORMATION ABOUT MEASURE O, VISIT: **WWW.OXNARD.GOV/MEASURE-O-FINANCIALS**

MEDIDA O

INFORME ANUAL PARA LA COMUNIDAD
AÑO FISCAL 2022-23

Los fondos de la Medida O de **$16 millones** se invirtieron en las siguientes prioridades aprobadas por el concejo:

DEPARTAMENTO DE POLICIA

Financió 16 puestos de oficiales de policía, incluido el Equipo de Vigilancia Vecinal (NPT, por sus siglas en inglés) de Oxnard, un grupo de oficiales que se especializan en la resolución de problemas vecinales y la participación comunitaria proactiva. El NPT lideró el esfuerzo de control de fuegos artificiales en 2022 y recibió más de 300 alertas a través de la línea directa y el correo electrónico para reportar fuegos artificiales. Se enviaron casi 200 cartas de advertencia a infractores anteriores. Los oficiales del NPT también colaboraron con la comunidad de personas sin hogar de Oxnard y respondieron a más de 5,200 llamadas de servicios relacionados con las personas sin hogar.

Inversión total: $5.39 millones

OBRAS PÚBLICAS

Se invirtieron $2.25 millones para restaurar callejones en toda la ciudad como parte de un proyecto único de mejora de capital de la Medida O.

La Medida O también financió la mayor parte del presupuesto de mantenimiento de College Park y East Village Park; proyectos de calles; reparación de carreteras; repavimentación de callejones.

También financió el servicio de la deuda para el bono de calles de ingresos por arrendamiento de 2014 y la reconstrucción de callejones.

Inversión total: $3.18 millones

DEPARTAMENTO DE VIVIENDA

En el año fiscal 2022-23, 132 personas recibieron alojamiento permanente. El programa Street Outreach, que ofrece servicios a nivel de calle y reubicación en refugios a miembros de la comunidad sin vivienda, alcanzó un promedio de 147 personas por mes.

La Medida O también financió el funcionamiento del refugio de 110 camas en el Centro de Navegación de Oxnard. Durante la pandemia, los protocolos del Condado de Ventura limitaron la capacidad del refugio a 80 residentes, dando prioridad a los miembros más vulnerables de la comunidad. El centro volvió a su capacidad total de 110 camas en el año fiscal 2023-24.

Inversión total: $2.17 millones

SERVICIOS CULTURALES Y COMUNITARIOS

Financió el programa de Townkeeping de City Corps, que incluye el mantenimiento de 132 paradas de autobús y 40 botes de basura de concreto en la ciudad tres veces por semana, así como 106 botes de basura en el centro de la ciudad tres veces por semana. Se retiraron más de 18,500 libras de desechos de los callejones en la ciudad.

Se prepararon y sirvieron 45,090 comidas calientes colectivas, así como comidas entregadas a domicilio, a través del programa de nutrición para personas mayores.

La Medida O también financió el Centro de Tareas en la Biblioteca Principal; programa de Día en el Parque para poblaciones especiales; monitores de deportes recreativos de College Park; programa del año escolar Pre-School to You; el Centro Móvil de Actividades (MAC, por sus siglas en inglés) de verano de 8 semanas en parques locales; y el programa de baloncesto de verano de la Liga de Actividades Policiales (PAL, por sus siglas en inglés) para 144 jóvenes.

Inversión total: $1.99 millones

DEPARTAMENTO DE BOMBEROS

Financió el programa de soporte vital avanzado y el programa de paramédicos de Oxnard. En 2022, los paramédicos de Oxnard Fire tuvieron un tiempo de respuesta promedio de 5 minutos y 15 segundos. La Medida O también financió la deuda de bonos financieros de la Estación de Bomberos 8.

Inversión total: $1.66 millones

TECNOLOGÍAS DE INFORMACIÓN

Financió la operación del sistema de despacho asistido por computadora (CAD, por sus siglas en inglés) del 911 de seguridad pública y del sistema de gestión de registros policiales (LERMS, por sus siglas en inglés). Estos sistemas críticos procesan llamadas y ayudan a los despachadores a enviar recursos de primeros auxilios a donde se necesitan y a comunicarse con las computadoras de datos móviles (MDC, por sus siglas en inglés) en las unidades de patrulla.

Inversión total: $928,015

ADMINISTRADOR DE LA CIUDAD / NO DEPARTAMENTAL

Pagó el financiamiento de los servicios de traducción al español en las reuniones del Concejo Municipal y la capacidad de transmitir esto como segunda programación de audio (SAP, por sus siglas en inglés) en el canal del gobierno de la Ciudad. También financió el pago del informe de auditoría independiente de la Medida O para garantizar la transparencia financiera.

Se pagó por una actualización/renovación de equipos, reemplazando equipos viejos y obsoletos para mejorar la funcionalidad y aumentar la resiliencia y seguridad cibernética de la ciudad.

También financió las actividades de mejora en curso en el área de humedales de Ormond Beach.

Inversión total: $325,114

SERVICIOS DE DESARROLLO COMUNITARIO

Financiamos el programa Safe Homes, Safe Families, que apoya la financiación de un inspector de cumplimiento del código y personal de apoyo para abordar casos de cumplimiento deficiente del código. En el año fiscal 2022-23, 414 casos calificaron para ser revisados por el programa.

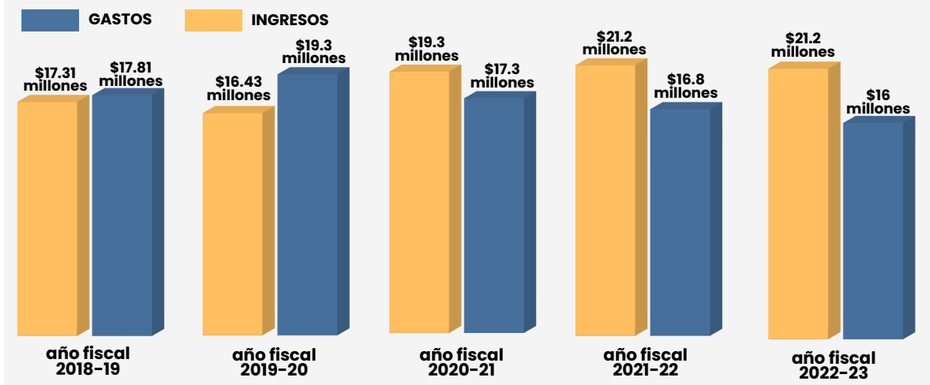
Inversión total: $345,761

COMPROMISO DE TRANSPARENCIA Y RESPONSABILIDAD FINANCIERA

El informe de gastos del año fiscal 2022-23 ha sido auditado de forma independiente como parte de la auditoría anual de la ciudad, realizada por la firma contable Eadie+Payne.



INGRESOS Y GASTOS DE LA MEDIDA O DE 5 AÑOS
AÑOS FISCALES 2018-19 A 2022-23



El Informe Financiero Anual Integral (ACFR, por sus siglas en inglés) auditado para el año fiscal 2023 muestra un saldo del fondo de la Medida O de $23.7 millones. Mantener un equilibrio adecuado es crucial para cumplir con las obligaciones financieras que se extienden más allá de la expiración de la Medida O, incluida la deuda del bono de la estación de bomberos, que debe pagarse antes de 2032, cuatro años después de que expire el impuesto sobre las ventas.

PARA MÁS INFORMACIÓN SOBRE LA MEDIDA O, VISITE: **WWW.OXNARD.GOV/MEASURE-O-FINANCIALS**

CITY OF OXNARD CALIFORNIA

Update on Status and Accomplishments of Current Measure O Projects

Presentation to the City Council
May 6, 2025

Presented by:
Annie Jensen, Project Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council receive and file this report on the status and accomplishments of currently active Measure O projects.

There are three types of Measure O projects. They are:

1) One-time funded projects (25 total)

2) Ongoing operational projects (19 total)

3) Ongoing debt service projects (5 total)

- **C2547 (Purchase of a 10-ton dump truck):** purchase order going to City Council for approval on April 29, 2025

- **C2548 (purchase of a backhoe):** new backhoe received, began service on February 19, 2025. Only final close-out processing remains.

Progress made in 2024:

- **35** intersections received new controllers and conflict monitors
- Signal cabinets modernized at various locations
- Next step: new controllers and conflict monitors at an additional **40** intersections

Detailed Project Update - Senior Nutrition Program

Project Name	Expenses as of 2/28/2025	Status Update	Project Accomplishments
M1305 - Senior Nutrition Program	$102,720 of the $395,237 annual budget	The City continues to provide senior nutrition meals weekdays at Wilson, Palm Vista and Colonia Senior Center as well as delivering meals to homebound seniors.	• **20,607** congregate meals were served. • **24,145** home-delivered meals were served. • The City currently serves **159 homebound seniors** and **390 congregate participants.**

Detailed Project Update - Safe Homes Safe Families

Project Name	Expenses as of 2/28/2025	Status Update	Project Accomplishments
M1806 - Safe Homes Safe Family	$215,772 of the $450,443 annual budget	Safe Homes Safe Families currently has **29** property owners enrolled in the program, encompassing **63** individual properties. As many of these enrolled properties are multi-family units, there is a total of **878** units being monitored for compliance. Additionally, there are **18** properties that are in the process of being added to the SHSF program.	In 2024 the SHSF program was required to review **395** newly reported substandard housing complaints or reports of unpermitted construction. For 2024, 104 SHSF cases have been found to be in compliance. To date, 17 properties have been removed from the program.

The following projects were completed in 2024:

1) IT Contractors
2) IT Equipment Refresh/Upgrades
3) High-Pressure Breathing Air Compressor
4) Chemical Analyzer
5) FEMA Grants City Matches
6) Plan Check Consulting Service - Fire
7) Portable Stormwater Pump
8) Roof Replacement – PACC Rental
9) Roof Replacement – Wilson Center
10) Roof Replacement – Sturgis Annex
11) New Senior Center
12) Backhoe Purchase - Streets

Projects Weaned in 2024

1) M1203 – CAD/RMS Operational (ongoing)
   - Operations have been transferred to the general fund

2) M1407 – Integrated LIbrary System (ongoing)
   - Operations have been transferred to the general fund

3) M1303 – Library Wifi Operational (ongoing)
   - Operations have been transferred to the general fund

1) C2111 - Citywide Alleyway Resurfacing (one-time)
   - Consolidated into project C2102 (also titled "Citywide Alleyway Resurfacing")
   - C2111 removed from list so as not to be double-counted

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Investment Report for the period ending March 31, 2025.

RECOMMENDATION

This is an information item for the City Council to receive and file.

(This item did not originate in Committee)

BACKGROUND

The City of Oxnard (City) invests funds in compliance with the California Government Code Section 53600 et. Seq., and the City's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION

The City's total cash and investment position as of March 31, 2025 was $476.5 million, with $15.7 million in cash accounts and $460.8 million in investments, as summarized in the table below.

Cash and Investment Position	March-2025
Cash	
Bank of America General Account	$ 8,668,694.59
Bank of America Successor Agency Account	6,619,120.89
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**15,742,838.27**
Investments	
Local Agency Investment Fund (LAIF)	70,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	28,663,678.22
U.S. Treasury Notes *	9,974,073.54
U.S. Government Sponsored Entities *	300,948,158.80
Total Investments	**460,750,772.16**
Total Cash and Investments	**$ 476,493,610.43**

* Market Value

STATUTORY COMPLIANCE

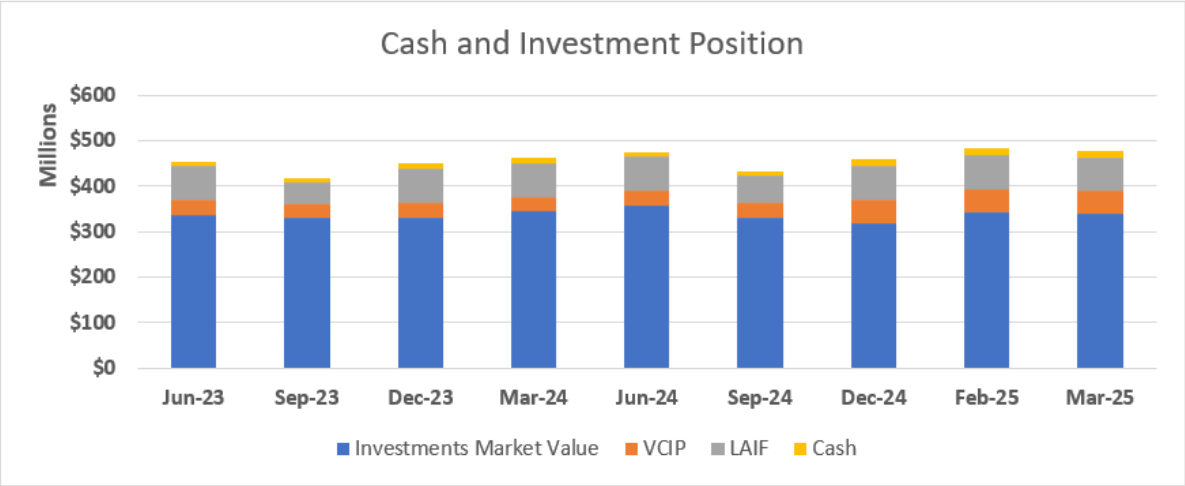
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of March 31, 2025 by authorized investment and duration for a total portfolio amount of $460.8 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$70.00	$-	$-	**$70.0**	4.31%	15.19%
VCIP	n/a	51.2	-	-	**51.2**	4.53%	11.10%
Federal Agencies	n/a	90.2	192.8	17.9	**300.9**	2.66%	65.32%
Medium Term Notes	30%	12.3	16.4	-	**28.7**	1.57%	6.22%
Supranational	20%	-	-	-	**0.0**	0.00%	0.00%
Treasuries	n/a	4.9	5.0	-	**10.0**	4.10%	2.16%
Total Investment		**$228.6**	**$214.2**	**$17.9**	**$460.8**	**3.08%**	**100%**

*Total may not add due to rounding

PORTFOLIO TRENDS

The cash and investment position, as of March 31, 2025, decreased by $8.1 million compared with the prior month, mainly driven by regular City operations. The trend for the cash and investment position is represented in the following chart.



The California Government Code and the City's investment policy define the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included as an attachment to this report.

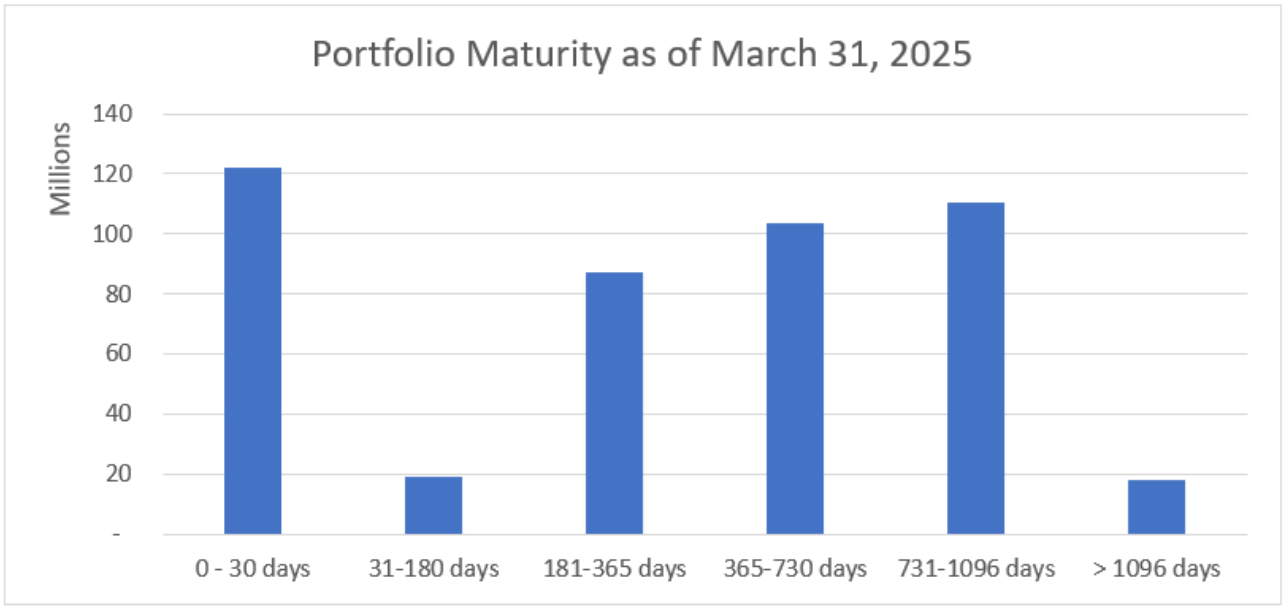
CITY OF OXNARD CALIFORNIA

City of Oxnard

City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
March 31, 2025

Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	51,164,861.60	51,164,861.60	51,164,861.60	10.96	0.000	1	0	4.530	4.530	570,030.69	0.00
Federal Agency Coupon	306,330,000.00	306,016,015.09	300,948,158.80	65.58	98.217	672	119	2.663	2.627	2,024,965.96	-5,067,856.29
Local Agency Investment Funds	70,000,000.00	70,000,000.00	70,000,000.00	15.00	0.000	1	0	4.313	4.313	780,275.89	0.00
Medium Term Notes	29,510,000.00	29,519,696.02	28,663,678.22	6.33	97.133	381	110	1.572	1.572	113,735.33	-856,017.80
Treasury Coupon Securities	7,500,000.00	7,507,657.30	7,526,123.54	1.61	100.151	451	0	4.156	4.156	135,640.67	18,466.24
Treasury Discounts -Amortizing	2,500,000.00	2,451,824.97	2,447,950.00	0.53	97.918	184	0	3.935	3.935	0.00	-3,874.97
Report Totals:	467,004,861.60	466,660,054.98	460,750,772.16	100 %	72.676	473	118	3.077	3.053	3,624,648.54	-5,909,282.82

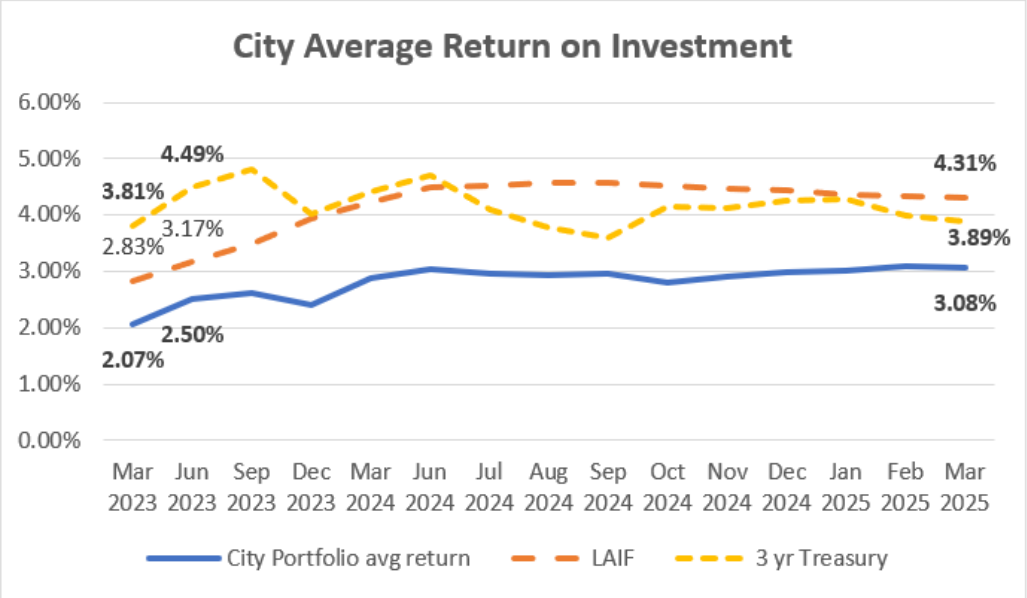
The chart below represents the City's investment portfolio classified by days until maturities from March 31, 2025. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The City's average return on investment for the month of March 2025 was 3.08%. LAIF average monthly effective yields

for the same period was 4.31%. The City's portfolio includes over $155 million investments that were purchased between December 2020 and December 2021, with a weighted average of return below 1%. The maturities for those investments at the time of purchase were close to five years. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds became available for investing in the upcoming months.

The chart below represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF Pooled Monthly Investment Account (PMIA) average Monthly Effective Yields, as benchmarks for the City's portfolio.



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: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Monthly Investment Report
2. Presentation March 2025 Investment Report

Investment report
for the month Ended in March 31, 2025

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,186) adopted by the City Council held on July 2, 2024

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

04/17/2025
Date

City of Oxnard
Cash and Investment Summary
Month Ended
March 31, 2025

Cash and Investment Position	March 2025
Cash	
Bank of America General Account	$ 8,668,694.59
Bank of America Successor Agency Account	6,619,120.89
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**15,742,838.27**
Investments	
Local Agency Investment Fund (LAIF)	70,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	28,663,678.22
U.S. Treasury Notes *	9,974,073.54
U.S. Government Sponsored Entities *	300,948,158.80
Total Investments	**460,750,772.16**
Total Cash and Investments	**$ 476,493,610.43**

* Market Value

Investment Portfolio Detail
Fiscal Year 2024 - 2025
March 1 - March 31, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		51,164,861.60	51,164,861.60	51,164,861.60	4.53	1	4.53	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	967,803.00	1,000,000.00	0.61	335	0.61	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,089,752.22	9,993,451.03	4.25	1,000	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,011,120.00	10,000,000.00	4.63	1,003	4.63	12/30/2027
3133ERT27	Federal Farm Credit Bank	1/16/2025	10,000,000.00	10,014,071.67	10,000,170.22	4.67	1,017	4.684	1/13/2028
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,032,133.89	4,997,605.61	4.34	996	4.468	12/23/2027
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	956,349.00	1,000,000.00	1.14	567	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	958,714.00	1,000,000.00	1.7	667	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	963,803.00	1,000,000.00	2	687	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	963,803.00	1,000,000.00	2	687	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	964,296.00	1,000,000.00	2.05	695	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	963,397.00	1,000,000.00	2	695	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	964,370.00	1,000,000.00	2.03	695	2.03	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	971,836.00	1,000,000.00	2.5	695	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,935,132.00	2,000,000.00	2.25	702	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	966,668.00	1,000,000.00	2.2	702	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	966,668.00	1,000,000.00	2.2	702	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,256,668.40	1,298,498.50	2.2	702	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,612,428.20	2,698,960.50	2.25	702	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	991,236.00	1,000,000.00	3.25	708	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	979,045.00	1,000,000.00	3	723	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	979,045.00	1,000,000.00	3	723	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,589,420.60	2,600,000.00	3.4	161	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,997,314.00	2,000,000.00	4.2	784	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,815.00	1,000,000.00	4	785	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,815.00	1,000,000.00	4	785	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,815.00	1,000,000.00	4	785	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,987,994.00	2,000,000.00	4	783	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,987,994.00	2,000,000.00	4	783	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	993,613.00	999,887.78	4	819	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	1,000,115.00	1,000,000.00	4.5	832	4.5	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,997,750.00	2,000,000.00	4.1	104	4.1	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	995,092.00	1,000,000.00	4.1	842	4.1	7/22/2027
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	998,275.00	1,000,000.00	4.5	846	4.5	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	999,225.00	1,000,000.00	4.375	848	4.375	7/28/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	999,876.00	1,000,000.00	5	1,416	5	2/15/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	1,998,170.00	2,000,000.00	5.25	423	5.25	5/29/2026

Investment Portfolio Detail
Fiscal Year 2024 - 2025
March 1 - March 31, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,483,912.50	2,500,000.00	4.05	906	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,963,390.00	6,996,739.88	4.5	1,652	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,767,345.76	5,757,496.93	4.7	962	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,771,360.00	9,740,235.70	2.25	574	4.25	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	10,020,937.78	10,005,697.56	4.625	996	4.643	12/23/2027
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,944,750.00	2,000,000.00	0.5	273	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,942,306.00	2,000,000.00	0.525	289	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,896,415.00	5,000,000.00	0.5	202	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	979,283.00	1,000,000.00	0.5	202	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,856,700.00	5,000,000.00	0.625	296	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,849,860.00	4,999,590.28	0.5	300	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	970,448.00	1,000,000.00	0.56	300	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,861,755.00	5,000,000.00	0.75	301	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,861,755.00	5,000,000.00	0.75	301	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,943,326.00	2,000,033.00	0.7	302	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,941,988.00	2,000,000.00	0.65	302	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,858,315.00	5,000,000.00	0.7	302	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,455,892.50	1,500,000.00	0.6	302	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,941,018.00	2,000,000.00	0.6	303	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	969,867.00	1,000,000.00	0.52	303	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	978,182.00	1,000,000.00	0.47	211	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	971,131.00	1,000,000.00	0.75	314	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	971,131.00	1,000,000.00	0.75	314	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,938,432.00	2,000,000.00	0.54	314	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,942,624.00	2,000,000.00	0.75	314	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	970,126.00	1,000,000.00	0.55	317	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,939,586.00	1,999,102.78	0.625	329	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	968,588.00	999,856.44	0.6	329	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,842,940.00	4,999,282.22	0.6	329	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,905,764.00	3,000,000.00	0.6	329	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	968,588.00	999,910.28	0.6	329	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	968,588.00	999,910.28	0.6	329	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	969,629.00	1,000,000.00	0.68	329	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	969,793.00	999,910.28	0.625	329	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	968,874.00	1,000,000.00	0.8	343	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	967,967.00	1,000,000.00	0.8	349	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	967,967.00	1,000,000.00	0.8	349	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	967,889.00	1,000,000.00	0.8	350	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	945,846.53	975,000.00	1	356	1	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	968,131.00	1,000,000.00	0.875	356	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,945,844.00	2,000,000.00	1.5	357	0.871	3/24/2026

Investment Portfolio Detail
Fiscal Year 2024 - 2025
March 1 - March 31, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	969,044.00	1,000,000.00	1.125	393	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	969,964.00	1,000,000.00	1.25	393	1.1	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	964,999.00	1,000,000.00	1.05	420	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	968,001.00	1,000,000.00	1.2	421	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,241,821.25	1,249,929.56	2	406	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,814,420.00	5,000,000.00	1	441	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,813,535.00	5,000,000.00	1.03	448	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,891,358.00	3,000,000.00	1.125	470	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	957,337.00	1,000,000.00	1.08	532	1.08	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	996,958.00	999,958.02	0.625	29	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	956,180.00	1,000,000.00	1.1	560	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	956,180.00	1,000,000.00	1.1	560	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,383.00	1,000,000.00	1.05	562	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,383.00	1,000,000.00	1.05	562	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,383.00	1,000,000.00	1.05	562	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,235.00	999,907.67	1.04	562	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,383.00	1,000,000.00	1.05	562	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	955,235.00	1,000,000.00	1.04	562	1.04	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,866,980.00	3,000,000.00	1.1	568	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	956,335.00	1,000,000.00	1.15	569	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,912,670.00	2,000,000.00	1.15	569	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,913,594.00	2,000,000.00	1.2	573	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	956,727.00	1,000,000.00	1.18	573	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,913,594.00	1,999,686.11	1.2	573	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	957,551.00	1,000,000.00	1.25	573	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,915,102.00	2,000,000.00	1.25	573	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	957,551.00	1,000,000.00	1.25	573	1.25	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	969,958.00	1,000,000.00	1.25	575	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,912,700.00	2,000,000.00	1.18	575	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	957,410.00	1,000,000.00	1.25	575	1.25	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	956,521.00	1,000,000.00	1.25	588	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	956,521.00	999,195.83	1.25	588	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	956,521.00	1,000,000.00	1.25	588	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	956,342.00	1,000,000.00	1.375	594	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	956,342.00	1,000,000.00	1.375	594	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	958,017.00	1,000,000.00	1.4	594	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	957,461.00	1,000,000.00	1.375	596	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	959,194.00	1,000,000.00	1.5	601	1.5	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	967,493.00	1,000,000.00	2	631	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,198,595.00	1,250,000.00	1.625	638	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	982,898.00	1,000,000.00	3.25	742	3.25	4/13/2027

Investment Portfolio Detail
Fiscal Year 2024 - 2025
March 1 - March 31, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	995,278.00	1,000,000.00	4	776	4	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,996,758.00	2,000,000.00	3.5	52	3.5	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,996,444.00	2,000,000.00	3.4	52	3.4	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,898.00	2,000,000.00	4	785	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	998,949.00	1,000,000.00	4	785	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,898.00	2,000,000.00	4	785	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	994,147.00	1,000,000.00	4	786	4	5/27/2027
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	997,270.00	1,000,000.00	4.25	832	4.25	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,319.00	1,000,000.00	4	111	4	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,319.00	1,000,000.00	4	111	4	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	997,235.00	1,000,000.00	4.25	848	4.25	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	997,037.00	1,000,000.00	4.25	876	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,454,382.50	2,458,326.86	0.375	175	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,005,030.00	5,000,000.00	4.7	969	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,005,030.00	5,000,000.00	4.7	969	4.7	11/26/2027
3134HA3T8	Federal Home Loan Mtg Corp	1/17/2025	10,000,000.00	10,012,490.00	9,997,671.77	4.55	1,018	4.559	1/14/2028
3134HBBV2	Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	10,006,460.00	10,000,000.00	4.47	1,060	4.47	2/25/2028
3134HBBU4	Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	9,976,700.00	10,000,000.00	4.64	1,428	4.64	2/27/2029
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,941,770.00	2,000,000.00	0.55	296	0.55	1/22/2026
Local Agency Investment Funds									
LAIF	LAIF		70,000,000.00	70,000,000.00	70,000,000.00	4.313	1	4.313	
Medium Term Notes									
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	985,179.00	1,000,048.19	0.55	141	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	969,872.00	999,991.47	0.7	313	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,971,362.00	3,000,000.00	2	139	2	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,979,534.00	2,000,000.00	4.05	421	4.05	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	998,636.00	1,000,000.00	5	812	5	6/22/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	997,524.00	1,010,032.38	3.875	122	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	964,119.00	1,000,000.00	0.8	329	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	965,559.00	1,000,000.00	1.4	408	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,931,118.00	2,000,000.00	1.4	408	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,931,118.00	2,000,000.00	1.4	408	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	961,194.00	999,623.98	1.2	450	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	958,602.00	1,000,000.00	1.2	485	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	947,272.00	1,000,000.00	1.25	541	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	947,272.00	1,000,000.00	1.25	541	1.25	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	995,715.00	1,000,000.00	1	28	1	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	957,293.00	1,000,000.00	1.4	476	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	953,378.00	1,000,000.00	1.35	503	1.35	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,916,732.00	3,000,000.00	0.7	289	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	982,981.00	1,000,000.00	4.2	864	4.2	8/13/2027

Investment Portfolio Detail
Fiscal Year 2024 - 2025
March 1 - March 31, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	943,375.00	1,000,000.00	1.2	514	1.2	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	943,375.00	1,000,000.00	1.2	514	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,462,468.22	1,510,000.00	0.95	289	0.95	1/15/2026
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,500,175.00	2,504,389.39	4.25	197	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,025,948.54	5,003,267.91	4.125	578	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,447,950.00	2,451,824.97	3.77	184	3.935	10/2/2025
TOTAL			**467,004,861.60**	**460,750,772.16**	**466,660,054.98**				

Investment activities for the month of March 2025

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	3/25/2025	Deposit		LAIF		5,000,000.00		
Total Purchases						**$ 5,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	3/10/2025	Withdrawal		LAIF		10,000,000.00		
	3/11/2025	Maturity	459058JA2	Intl Bank Recon & Dev.		1,000,000.00	0.75	
	3/13/2025	Call	3130B0EQ8	Federal Home Loan Bank		1,000,000.00	5.375	
	3/24/2025	Maturity	3130ALNU	Federal Home Loan Bank		1,000,000.00	0.680	
Total Maturities, Calls & Sales						**$ 13,000,000.00**		

City of Oxnard
Monthly Investment Report
as of March 31, 2025
May 6, 2025

City Council
Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of March 31, 2025.

Discussion

City of Oxnard Cash and Investment as of March 31, 2025

Cash and Investment Position	March 2025
Cash	
Bank of America General Account	$ 8,668,694.59
Bank of America Successor Agency Account	6,619,120.89
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**15,742,838.27**
Investments	
Local Agency Investment Fund (LAIF)	70,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	28,663,678.22
U.S. Treasury Notes *	9,974,073.54
U.S. Government Sponsored Entities *	300,948,158.80
Total Investments	**460,750,772.16**
Total Cash and Investments	**$ 476,493,610.43**
* Market Value	

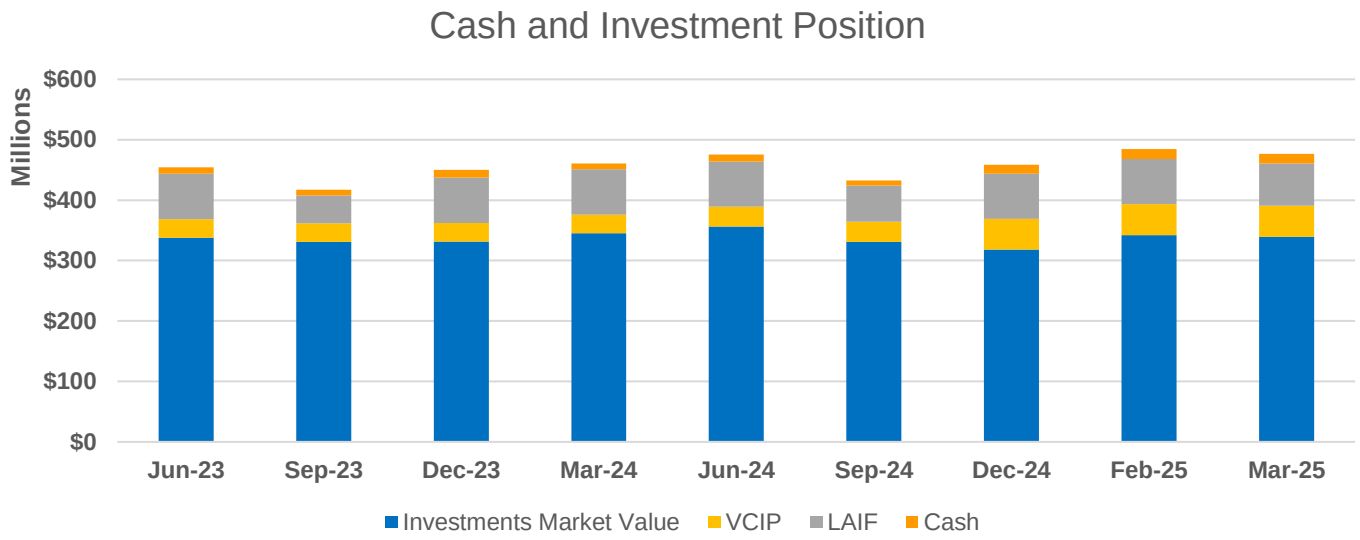
Page 1

Investment Compliance

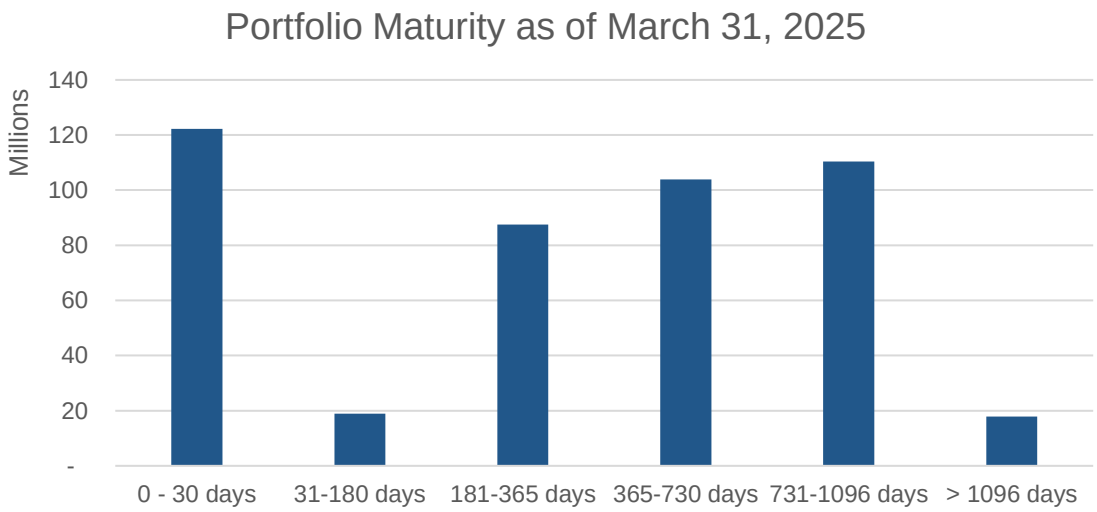
Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$70.00	$-	$-	**$70.0**	4.31%	15.19%
VCIP	n/a	51.2	-	-	**51.2**	4.53%	11.10%
Federal Agencies	n/a	90.2	192.8	17.9	**300.9**	2.66%	65.32%
Medium Term Notes	30%	12.3	16.4	-	**28.7**	1.57%	6.22%
Treasuries	n/a	4.9	5.0	-	**10.0**	4.10%	2.16%
Total Investment		**$228.6**	**$214.2**	**$17.9**	**$460.8**	**3.08%**	**100%**

*Total may not add due to rounding

Cash and Investment Trend

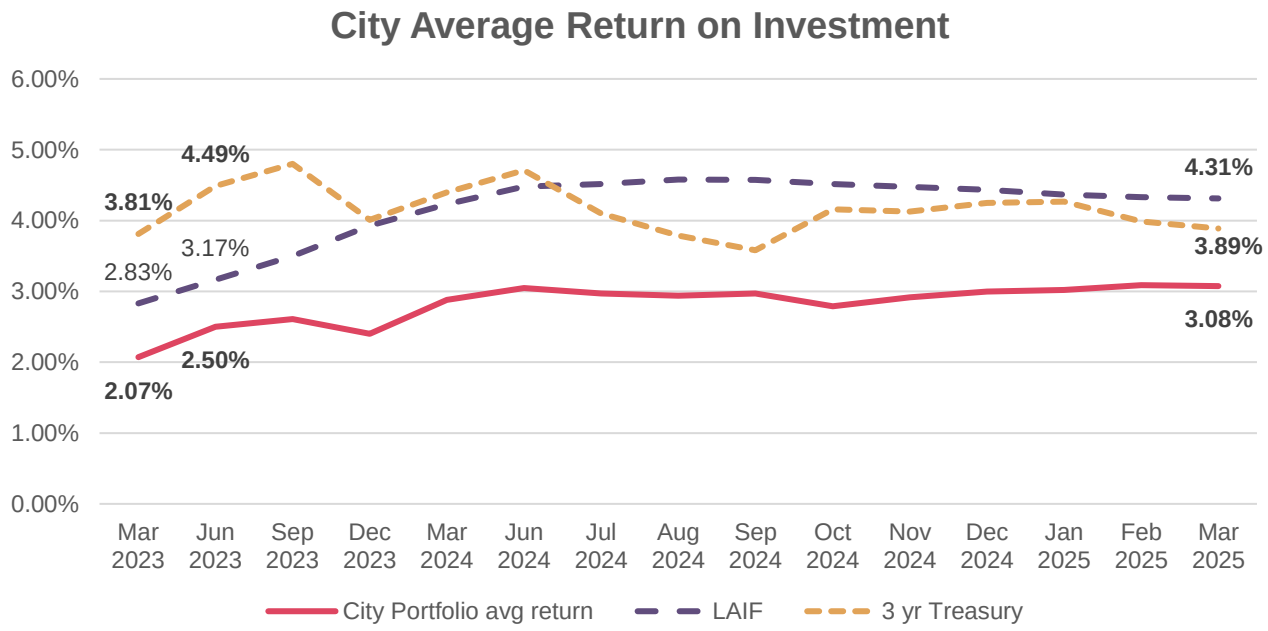


Discussion


Portfolio Maturity as of March 31, 2025
Millions
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Discussion

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of March 31, 2025.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Establishing a Section 115 Trusts for OPEB and Pension Liabilities.

RECOMMENDATION

That the City Council:

1. Adopt a resolution establishing a Section 115 Trust for OPEB and Pension liabilities; and
2. Authorize the City Manager to execute agreements with the Trust Administrator, Custodian, and Trustee to create a 115 Trust accounts for the funding of future OPEB and Pension liabilities.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

BACKGROUND

The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. Most agencies "pay-as-you-go", meaning that annually, they try to estimate these costs (using actuarial firms) and budget for the expense. CalPERS has significantly changed the methodology for calculating the Annual Required Contributions (ARC) in regard to amortizing the Unfunded Actuarial Accrued Liability (UAAL). Until recently, the only option for reducing the UAAL was to commit additional funds to CalPERS, subject to the same CalPERS investment returns. Furthermore, funds deposited with CalPERS are not accessible to the City for other pension expenses. The increased need to fund the requirement of CalPERS as well as the increasing number of retirees receiving health and other benefits is putting fiscal pressure on the City. As the retiree population grows, the cost of retiree benefit costs also grows proportionately. With a pay as you go basis, there are no assets to offset liabilities that accumulate over the working lifetime of employees. As a result, agencies face rising unfunded pension liability ("UAL") and retiree medical costs. A Section 115 Trust is a prudent approach to funding for the future expenses and protecting the City's assets.

Establishing a Section 115 Trust to prefund pension and OPEB obligations is a best practice recommended by the Government Finance Officers Association (GFOA). Some of the benefits that a Section 115 Trust program can provide for agencies include utilizing these trusts as a budget stabilization tool, improving the Agencies' overall credit rating, an opportunity to earn higher investment returns, and decrease risks through diversification of plan assets using different asset management approaches. Additionally, given Governmental Accounting Standards Board (GASB) Statement, GASB No. 75, which requires that public agencies recognize OPEB liabilities on their balance sheet, establishing a trust will allow the City to recognize the assets set aside to reduce its UAAL.

Assets in a 115 Trust are irrevocably committed for the government function specified in the applicable trust agreement. Additionally, monies held in such trusts can be invested in accordance with the rules governing those trusts, which are different than the investment rules for the City's pooled investments. Investment restrictions that apply to the general fund of an Agency (CA Government Code 53601) do not apply to the assets held in an Irrevocable Section 115 Trust, thus allowing for more flexibility in the investment strategy. Setting aside funds in a Section 115 Trust can potentially

earn a higher rate of return than funds invested within 53601 guidelines.

On June 18, 2024, the City Council adopted the FY 2024-25 budget that includes the appropriation of $20 million of surplus funds for the paydown of the long-term pension debt.
On September 3, 2024, the City Council approved the implementation of the plan for long term debt reduction for pension and OPEB that includes the creation of the 115 trusts for pension and OEPB with funding of $2.5 million each.

DISCUSSION

On August 26, 2024, the City issued RFP #25-09 for Establishment, Administration, and Management services of Section 115 Trusts for Pension and OPEB.

Staff's evaluation process concluded that the program offered by Shuster Advisory Group, LLC provides the greatest flexibility of investment options and the most competitive fees for the comprehensive services the City will receive.

Shuster Advisory Group, LLC (Shuster) is an independent investment advisory firm and fiduciary. They provide governmental and institutional retirement plan consulting services as well as private wealth management. Shuster is a SEC-Registered Investment Advisor with over $7 billion in assets under management serving the unique needs of over 100 municipalities, special districts and public agencies. They offer exceptional services, including compliance oversight, fiduciary support, and investment management. Shuster serves as fiduciary to plan investments and provides investment selection, monitoring and management. Shuster does not co-mingle client assets and provides a transparent platform and daily valuation. Shuster will provide ten investment strategies that combine both active and passive (index) investment solutions to take advantage of the optimum mix of investments from both an investment return and cost perspective. If desired, Shuster will also provide a custom portfolio at no additional cost. Within the Shuster Section 115 program: Shuster provides trust administration, consultant, and investment advisor functions; Charles Schwab Trust Bank provides trust custodian services; and Alta Trust Company provides directed trustee services.

A total combined fee of 17 basis points (0.17%) of each plan's portfolio (with an annual maximum Trustee fee of $5,000 per plan, a minimum annual Custody fee of $400 per plan, and the Administration fee that converts to a flat dollar after the end of the third contract year) will be netted against investment earnings and allocated to each trust account based on their investment balance.

As stated above, Shuster will provide ten investment strategy options that combine both active and passive (index) investment solutions to take advantage of the optimum mix of investments from both an investment return and cost perspective and if desired by the City, Shuster will also provide a custom portfolio at no additional cost.

A Section 115 Trust provides the City the opportunity for additional earnings above what the City could return using the traditional investment vehicles allowed by the Code, resulting in projected positive future fiscal impacts. There is no cost for account setup, and no fees are charged until assets are received by the custodian.

Shuster is the same firm that took over fiduciary responsibilities of the employee's 457(b) deferred compensation and 401(a) plans in September of 2018. Shuster entered into the public retirement plan sector after analyzing the sector and realizing that cities and agencies were being underserved and over-charged for their retirement plans, directly impacting the supplemental retirement savings of the city employees. Hiring Shuster resulted in employees, participants, and retirees realizing significant savings on the fees of those accounts as well as access to an enhanced institutional investment menu.

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

Contributions to the trusts for fiscal year 2024-25 are budgeted in the General Fund under 1011001 General Non-Departamental-51220 Discretionary contributions.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Resolution
2. Multiple Employer OPEB Pension 115 Trust
3. PENSION Trust Adoption Agreement
4. PENSION Oxnard Administrative Services Agreement
5. PENSION Oxnard Investment Advisor Agmt
6. OPEB Trust Adoption Agreement
7. OPEB Oxnard Administrative Services Agreement
8. OPEB Oxnard Investment Advisor Agmt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ADOPTION OF THE MULTIPLE EMPLOYER OPEB/PENSION 115 TRUSTS ADMINISTERED BY SHUSTER ADVISORY GROUP, LLC

WHEREAS, the Governmental Accounting Standards Board (GASB) revised its accounting rules, referred to as GASB 75, to require local governments to recognize, cost and disclose future obligations for providing Other Post-Employment Benefits (OPEB); and

WHEREAS, the City of Oxnard (City) provides OPEB to eligible employees and retirees in the form of retiree health care coverage as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, the City provides pension benefits to eligible employees and retirees as a participant in the California Public Employees Retirement System (CalPERS) as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, Shuster Advisory Group, LLC (Shuster) has made available the Multiple Employer OPEB/Pension 115 Trust for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City is eligible to participate in a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and the trust is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, Alta Trust Company satisfies the Trustee requirements under IRC section 115; and

WHEREAS, all qualified assets held in the Trust will be irrevocably dedicated to prefunding the City's OPEB and pension obligations; and

WHEREAS, the City's adoption and operation of the Multiple Employer OPEB/Pension 115 Trust (Section 115 Trust) has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Section 115 Trust; and

WHEREAS, the City's funding of the Section 115 Trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Section 115 Trust; and

WHEREAS, Shuster has set forth an Investment Policy Statement for the Section 115 Trust to ensure fiduciaries involved in the plan take prudent and careful action to maintain the investment portfolios, goals, and objectives while maintaining liquidity and risk tolerance.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, FIND, DETERMINE, AND DECLARE AS FOLLOWS:

SECTION 1. The City Council hereby adopts the Multiple Employer OPEB/Pension 115 Trusts available through Shuster, effective May 6, 2025.

SECTION 2. The City Council hereby authorizes the appointment of Alta Trust Company as Trustee and Charles Schwab Trust Bank as custodian of the assets; and

SECTION 3. The City Council hereby appoints the City Manager, or his/her successor or his/her designee as the City's Plan Administrator for the Section 115 Trust.

SECTION 4. The City's Plan Administrator is hereby authorized to execute the legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Section 115 Trust and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's Section 115 Trust.

PASSED AND ADOPTED this 6th day of May 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney Date

MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

FOR ADOPTION BY EMPLOYERS THAT ARE STATES OR LOCAL GOVERNMENTS OR OTHER POLITICAL SUBDIVISIONS THEREOF

TABLE OF CONTENTS

Page

ARTICLE I. Definitions 1

ARTICLE II. Establishment and Purpose of the Trust 4

2.01 Establishment 4

2.02 Purpose 4

2.03 Exclusive Benefit 4

2.04 No Diversion 5

2.05 Superseding Effect of the Trust Agreement 5

ARTICLE III. Acceptance of, Contributions to, Distributions from Trust 5

3.01 Acceptance of Trust 5

3.02 Contributions and Transfers 5

3.03 Distributions 6

ARTICLE IV. Trustee 7

4.01 Trustee Powers 7

4.02 Authority of Trustee 9

4.03 Power to Do All Necessary Acts 9

4.04 Action by the Trustee 9

4.05 Consultation with Counsel and Accountant 9

4.06 Returns, Reports, and Information 10

4.07 Acts of Prior Trustees 10

4.08 Plan Assets Not Held in Trustee's Trust 10

ARTICLE V. Trust Administrator 10

5.01 Powers and Duties of the Trust Administrator 10

5.02 Reliance 11

5.03 Trust Administrator not Custodian of Trust Assets 11

5.04 Registered Investment Advisor 11

5.05 Investment Advice to Other Clients 11

5.06 Trust Administrator Separate from Employer and Trustee 11

5.07 Recordkeeping 12

5.08 Disclosure Statement 12

ARTICLE VI. Trustee and Trust Administrator 12
6.01 Standard of Conduct and Liabilities of Fiduciaries. 12
6.02 Trustee Indemnification of Trust Administrator 12
6.03 Trust Administrator Indemnification of Trustee 13
6.04 Survival of Indemnifications 13
ARTICLE VII. Investments 13
7.01 Trustee 13
7.02 Trust Administrator 13
7.03 Investment Direction 14
7.04 Reliance 14
7.05 Broker Executed Investments 14
7.06 Affiliated Broker/Dealers 14
7.07 Quarterly Reports 14
ARTICLE VIII. The Plan Administrator and the Employer 15
8.01 Action by the Plan Administrator 15
8.02 Reliance 15
ARTICLE IX. Accounts and Records 15
9.01 Records 15
9.02 Accounting 15
9.03 Accounts 16
ARTICLE X. Fees and Expenses 17
10.01 Expenses of Administration 17
10.02 Authorization with Respect to Taxes 17
ARTICLE XI. Resignation or Removal of Trustee 18
11.01 Resignation 18
11.02 Removal 18
11.03 Appointment of Successor Trustee 18
11.04 Transfer of Assets to Successor Trustee 18
11.05 Terminating Trustee's Accounting 19
11.06 Changes in Organization of Trustee 19
11.07 Trust Administrator Bankruptcy 19
ARTICLE XII. Resignation or Removal of Trust Administrator 20
12.01 Resignation 20

12.02 Removal 20
12.03 Designation of Successor Trust Administrator 20
12.04 Designation of Successor Trustee 20
12.05 Compensation Pending Appointment of Successor 20
12.06 Merger, Conversion, Consolidation or Sale of Trust Administrator 20
12.07 Successor Trust Administrator; No Duty to Investigate 21
ARTICLE XIII. Amendment of Trust 21
ARTICLE XIV. Participation 21
14.01 Eligibility 21
14.02 Commencement of Participation 21
14.03 Termination of Participation 21
14.04 Termination of Employer's Account 22
14.05 Reversion. 23
ARTICLE XV. Termination of Trust 23
15.01 Termination of Trust Fund 23
15.02 Liquidation of Trust 23
ARTICLE XVI. Miscellaneous 24
16.01 Applicable Law 24
16.02 Evidence 24
16.03 Notices 24
16.04 Limitation on Claims 24
16.05 Severability of Provisions 25
16.06 Construction of Trust Agreement 25
16.07 Spendthrift Provisions 25
16.08 Title of Trust Assets 25
16.09 Rights Determined from Entire Instrument 26
16.10 Waiver 26
16.11 Word Usage 26
16.12 Assignment 26
16.13 Force Majeure 26
16.14 Complete Agreement 26
16.15 Taxes 26
16.16 Data 27

16.17 Confidentiality 27
16.18 USA Patriot Act Notification 28
16.19 Execution in Counterparts 29

AGREEMENT

This agreement, which establishes the Multiple Employer OPEB/Pension 115 Trust ("Trust Agreement"), is entered into by and between Shuster Advisory Group, LLC ("Trust Administrator") and Alta Trust Company ("Trustee") effective as of October 1, 2021.

ARTICLE I.
Definitions

For purposes of the Trust Agreement, the following terms have the meanings indicated below:

1.01 Account

"Account" is defined in Section 9.03.

1.02 Adoption Agreement

"Adoption Agreement" means the written instrument by which the Employer adopts and participates in the Trust in accordance with this Trust Agreement, and by which the Employer makes certain elections relating to its participation in the Trust.

1.03 Beneficiary

"Beneficiary" means any person entitled to receive benefits under the Employer's OPEB Plan or Pension Plan.

1.04 Code

"Code" means the Internal Revenue Code of 1986, as amended from time to time. References to any section of the Code shall include any successor provision thereto.

1.05 Combined Account

"Combined Account" is defined in Section 9.03.

1.06 Confidential Information

"Confidential Information" means the information specified in Section 16.17, proprietary information of the parties to this Trust Agreement, including but not limited to, their inventions, confidential information, know-how, trade secrets, business affairs, prospect lists, product designs, product plans, business strategies, finances, and fee structures.

1.07 Employer

"Employer" means each public agency that executes the Adoption Agreement, thereby becoming a participating agency in the Trust. Such agency must be a state, a political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the

Code. Only an entity described in the preceding sentence may become a participating employer in the Trust.

1.08 Force Majeure

"Force Majeure" means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, including, without limitation: strikes, lockouts or other acts of workmen; fire, flood, earthquake, element of nature, pandemic or acts of God; governmental restrictions or court order; war, riot, civil disorders, rebellions or revolutions; public utility, telephonic, electrical or network failure; accidents; acts of terrorism; third party non-performance (except for non-performance by a party's employees, subcontractors, agents, representatives and/or affiliates); or unusual trading activity or disruption of trading on any exchange; or any other event that would constitute a force majeure.

1.09 Instruction(s)

"Instruction(s)" means any written or electronic direction given to the Trustee by the Employer, Plan Administrator, or Trust Administrator in a form and manner required or accepted by the Trustee. Subject to the preceding sentence, the Trustee may recognize standing requests, directions, or requisitions as Instructions.

1.10 OPEB

"OPEB" means post-employment health and welfare benefits (other than pensions) provided by the Employer under an OPEB Plan to Beneficiaries, including medical, dental, vision, life insurance, long-term care and other similar benefits.

1.11 OPEB Account

"OPEB Account" is defined in Section 9.03.

1.12 OPEB Obligation

"OPEB Obligation" means the Employer's obligation to provide OPEB under the Employer's OPEB Plan, including the direct costs of the OPEB and the expenses associated with providing the OPEB.

1.13 OPEB Plan

"OPEB Plan" means the policies, collective bargaining agreement, or other arrangements under which a Beneficiary is entitled to receive OPEB, but only if the policy, agreement, or other arrangement is specified by the Employer in the Adoption Agreement.

1.14 Pension Account

"Pension Account" is defined in Section 9.03.

1.15 Pension Obligation

"Pension Obligation" means the Employer's obligation to contribute to the qualified trust of the Employer's Pension Plan and to pay the expenses associated with providing benefits under the Pension Plan. For this purpose, "qualified trust" means a trust that is qualified under Section 401(a) of the Code and that funds retirement benefits provided under the Pension Plan. A qualified trust is separate from this Trust and will not be considered part of this Trust for any purpose.

1.16 Pension Plan

"Pension Plan" means one or more defined-benefit plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to Beneficiaries, including but not limited to a stand-alone plan maintained solely by the Employer or a multiple-employer or multiemployer plan in which the Employer participates along with one or more other employers, (iii) partly or wholly funded by the Employer's contributions, and (iv) specified by the Employer in the Adoption Agreement.

1.17 Person

"Person" means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, political subdivision, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.18 Plan Administrator

"Plan Administrator" means the Person, appointed by the Employer, with the plenary authority over the Employer's Account. The Employer must, in the Adoption Agreement, and at any other time specified by the Trustee and the Trust Administrator, certify in writing to the Trustee and the Trust Administrator the name and specimen signature(s) of the Plan Administrator; no appointment or delegation under this Section 1.18 will be effective without that certification. If no Plan Administrator is appointed, the Employer will be the Plan Administrator.

1.19 Trust

"Trust" means the Multiple Employer OPEB/Pension 115 Trust, the legal entity established by the Trust Agreement to hold, invest, and disburse funds to and for the benefit of Beneficiaries.

1.20 Trust Administrative Services Agreement

"Trust Administrative Services Agreement" means the agreement in the form attached to each Adoption Agreement and executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to administer the Employer's Account.

1.21 Trust Administrator

"Trust Administrator" means Shuster Advisory Group, LLC or any successor thereof designated by the Employers under Article XII.

1.22 Trust Agreement

"Trust Agreement" or "Agreement" means this Multiple Employer OPEB/Pension 115 Trust between the Trustee and the Trust Administrator.

1.23 Trust Fund

"Trust Fund" means all assets of whatsoever kind or nature from time to time held by the Trustee pursuant to this Trust Agreement, without distinction as to income and principal.

1.24 Trustee

"Trustee" means Alta Trust Company and any duly appointed additional or successor Trustee or Trustees acting hereunder.

ARTICLE II.
Establishment and Purpose of the Trust

2.01 Establishment

The Trust will become effective upon the initial contribution of money or other property acceptable to the Trustee in its sole discretion to an Employer's Account under the Trust.

2.02 Purpose

The Trust is a multiple-employer trust arrangement established and maintained for the sole purposes of holding the assets used to fund Employers' OPEB Obligations and Pension Obligations, and for paying each Employer's reasonable, allocable expenses of administering the Trust. As such, the Trust is divided into separate Accounts to hold the assets of each participating Employer. Consistent with its purpose, the Trust is intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder.

2.03 Exclusive Benefit

The Trust is irrevocable. The principal of the Trust, together with any earnings thereon, will be held in trust by the Trustee separate and apart from any assets of the Employer. Except as provided in Sections 9.03(b)(iii) and 14.04, all assets in each Account and all income thereon are irrevocably dedicated to, and will be used for the exclusive purpose of, making payments of OPEB Obligations or Pension Obligations, as applicable, under the OPEB Plan or Pension Plan for which the Account was established and for paying the reasonable expenses of the Employer's participation in the Trust. At no time will the assets in any Employer's Account be used for, or diverted to, any other purposes, including but not limited to payment of any other Employer's OPEB Obligations or Pension Obligations.

2.04 No Diversion

Assets held in the Trust may not be used to satisfy claims of creditors of any Employer. No Beneficiary will be deemed a third-party beneficiary of this Agreement, nor will any Beneficiary have the right to compel any payment of any amount from the assets of the Trust or to enforce any duties of any party to or other entity referred to in this Agreement. Beneficiaries will not have any preferred claim, lien on, or security interest in, or any beneficial interest in any particular assets of the Trust. Beneficiaries will be entitled to receive payments of assets of the Trust only when, as, and if determined by the Employer in accordance with this Agreement. Except to the extent allowed by law, the Trust is not subject to attachment or garnishment or other legal process by any creditor of any such Beneficiary, nor will any Beneficiary have the right to alienate, anticipate, commute, pledge, encumber, or assign any Trust assets.

2.05 Superseding Effect of the Trust Agreement

To the extent there are any inconsistencies between this Trust Agreement and any provisions set forth in any Employer's OPEB Plan or Pension Plan, this Trust Agreement shall control, and its provisions shall supersede all other provisions in any such OPEB Plan or Pension Plan pertaining to the duties, responsibilities, obligations and liabilities of the Trustee. Under no circumstances shall the terms of any OPEB Plan or Pension Plan be interpreted as conferring any investment or administrative discretion on the Trustee.

ARTICLE III.
Acceptance of, Contributions to, Distributions from Trust

3.01 Acceptance of Trust

The Trustee, by affixing its signature to this Trust Agreement, accepts this Trust and agrees to act as the directed Trustee of the Trust according to the terms and conditions of this Trust Agreement, all of which the parties hereto agree, and to which the Employers and all Beneficiaries from time to time hereunder, and all those Persons claiming through or under any of them, shall be deemed to have agreed. Nothing contained in any OPEB Plan or Pension Plan, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee beyond those imposed by this Trust Agreement. The Trustee shall not have the authority to interpret any OPEB Plan or Pension Plan.

3.02 Contributions and Transfers

(a) **Account Assets.** Each Employer may at any time make (or cause to be made) contributions or transfers of cash or other assets acceptable to the Trustee to the Trust from any source. Neither the Trustee, the Trust Administrator, nor any Beneficiary will have any right to compel such contributions or transfers or any duty to determine whether any such contributions or transfers comply with the Employer's OPEB Plan or Pension Plan, as applicable. In addition, neither the Trustee nor the Trust Administrator is responsible for separately accounting of any contributions of transfers to the Trust or for determining the source of these amounts.

(b) **Acceptance of Contributions and Transfers.** All contributions or transfers received by the Trust, together with the income therefrom, any other increment thereon, and all

assets acquired by investment or reinvestment, shall be held, managed, and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under or required by an OPEB Plan or Pension Plan, and the Trustee will have the responsibilities specified in this Trust Agreement only for amounts actually received by it hereunder. The Trustee shall have no power or duty to inquire whether the amount of any contributions or transfers delivered to it by an Employer is correct or complies with the terms of the OPEB Plan or Pension Plan.

3.03 Distributions

(a) **Plan Administrator.**

(i) Each Employer's Plan Administrator has the exclusive authority and responsibility to determine the extent to which amounts will be paid from the Employer's Account. Neither the Trust Administrator nor the Trustee will make or authorize disbursements or transfers from any Employer's Account without the explicit written direction from the Employer's Plan Administrator.

(ii) From time to time, the Plan Administrator (or the Trust Administrator, at the Plan Administrator's direction) may direct disbursements of amounts from the Employer's Combined Account for any purpose permitted under Section 3.03(a)(iii) or (iv).

(iii) Amounts under the Employer's OPEB Account may be disbursed to (A) the Plan Administrator for subsequent distribution to or for the benefit of the Employer's Beneficiaries, (B) any party providing services for the Employer's OPEB Plan, including but not limited to any insurer, third-party administrator, or other service provider, (C) the Employer's Beneficiaries themselves, or (D) the Employer as reimbursement for any OPEB Obligation amount paid or incurred by the Employer.

(iv) Amounts under the Employer's Pension Account may be disbursed to (A) the Pension Plan as contributions to the plan's qualified trust, (B) the Plan Administrator, for subsequent payment of the Employer's Pension Obligation, (C) any party providing services for the Employer's Pension Plan, including but not limited to any insurer, third-party administrator, or other service provider, or (D) the Employer as reimbursement for any Pension Obligation amount paid or incurred by the Employer.

(b) **Trustee Liability for Distributions Pursuant to Instructions.** The Trustee is not liable for any distribution made at the direction of the Plan Administrator or the Trust Administrator, and has no duty to make inquiry as to whether any such distribution is made pursuant to the provisions of the OPEB Plan or Pension Plan or any applicable law, or as to the effect of any such direction for tax purposes or otherwise. Likewise, the Trustee need not see to the application of any such distribution made to or for the benefit of a Beneficiary.

(c) **Limitations.** The Trustee shall neither be responsible for the adequacy of the Trust Fund to discharge any payments and liabilities under any OPEB Plan or Pension Plan, nor be required to make any distributions from an Employer's Account (or subaccount(s), as applicable)

in excess of the net realizable value of the Account's (or subaccount's assets) at the time of the distribution.

ARTICLE IV.
Trustee

4.01 Trustee Powers

If and to the extent directed by the Trust Administrator, the Trustee is authorized and empowered to do the following:

(a) To purchase or subscribe for securities or other property and to retain them in trust; to sell any securities or other property at any time held by it at either public or private sale for cash or other consideration or on credit at such time or times and on such terms and conditions as may be deemed appropriate; to exchange such securities or other property and to grant options for the purchase or exchange thereof, and to convey, partition or otherwise dispose of, with or without covenants, including covenants of warranty of title, any securities or other property free of all trusts; to charge the Trust for the cost of all securities purchased or received against a payment and to credit the Trust with the proceeds received from the securities sold or delivered against payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced;

(b) To oppose, or consent to and participate in, any plan of reorganization, consolidation, merger, combination or other similar plan; to oppose or to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan, and to accept and retain any securities or other property issued under any such plan; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such securities or other property so deposited;

(c) To assign, renew, extend or discharge or participate in the assignment, renewal, extension or discharge of any debt, mortgage or other lien, upon such terms, including a partial release, as may be deemed advisable by the Trustee, and to agree to a reduction in the rate of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed in the best interest of the Trust Fund; to waive any default, whether in the performance of any covenant or condition of any note, bond or mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure and to exercise and enforce, in any action, suit or proceeding at law or in equity, any rights or remedies in respect of any debt, mortgage, lien or guarantee;

(d) To exercise all conversion and subscription rights pertaining to any securities or other property;

(e) Except as limited in Section 3.02(b), to collect and receive any and all moneys, securities or other property of whatsoever kind or nature due or owing or belonging to the Trust Fund and to give full discharge therefor;

(f) Upon the receipt of Instructions from the Trust Administrator, to exercise, personally or by general or limited power of attorney, any right, including the right to vote or grant proxies, discretionary or otherwise, appurtenant to any assets held by the Trust, and the right to participate in voting trusts with other stockholders. The Trust Administrator shall have responsibility for instructing the Trustee as to voting such shares and the tendering of such shares, by proxy or in person. In no event shall the Trustee be responsible for the voting or tendering of shares of securities held in the Trust or for ascertaining or monitoring whether or how proxies are voted or whether the proper number of proxies is received;

(g) To register any securities or other property held by it hereunder in the name of the Trustee or in the names of nominees with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, to take and hold the same unregistered or in form permitting transferability by delivery, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities or other property may be held in the name of the nominee of such depository with other securities deposited therein by other Persons, or to deposit or to arrange for the deposit of any securities or other property issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve bank, provided that the books and records of the Trustee shall at all times disclose that all such securities or other property are part of the Trust Fund;

(h) To settle, compromise or submit to arbitration, any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust Fund so requires, and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal and to charge against the Trust Fund all reasonable expenses and attorney's fees in connection therewith;

(i) To borrow money for the purposes of the Trust Fund from others, excluding the Trustee in its corporate capacity and excluding any other party in interest;

(j) To invest and reinvest all or a part of the Trust Fund, in accordance with the Trust Administrator's Instructions, in any available investments and to dispose of all or any part of the securities or other property which may from time to time or at any time constitute the Trust Fund, in accordance with the Trust Administrator's Instructions;

(k) To register Trust Fund property in the Trustee's own name, in the name of a nominee or in bearer form, provided the Trustee's records and accounts show that such property is an asset of the Trust Fund;

(l) To exercise or dispose of any right it may have as the holder of any security, to convert the same into another security, to acquire any additional security or securities, to make any payments, to exchange any security, or to do any other act with reference thereto;

(m) To exchange any property for other property upon such terms and conditions as the Trustee may deem proper, and to give or receive money to effect equality in price;

(n) To deposit any security with any protective or reorganization committee, to delegate to that committee such power and authority as the Trustee may deem proper, and to agree

to pay out of the Trust Fund that portion of the expenses and compensation of that committee as the Trustee may deem proper;

(o) To hold that portion of the Trust Fund as necessary for ordinary administration, to transfer assets to another trust or fiduciary, pending investment Instructions, and to disburse funds in cash, without liability for interest, by depositing the same in any bank (including deposits that bear no interest or a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, subject to the rules and regulations governing such deposits, and without regard to the amount of any such deposit); and

(p) To retain insurance contracts that are guaranteed investment contracts.

4.02 Authority of Trustee

A third party dealing with the Trustee shall not make, or be required by any Person to make, any inquiry concerning the authority of the Trustee to take or omit any action but shall be fully protected in relying upon the certification of the Trustee that it has authority to take such proposed action. No Person dealing with the Trustee shall be required to follow the application by the Trustee of any moneys, securities or other property paid or delivered to the Trustee.

4.03 Power to Do All Necessary Acts

To the extent not inconsistent with the express provisions hereof, enumeration of any power herein shall not be by way of limitation, but shall be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically herein granted, the Trustee shall have such power to do all acts as may be deemed necessary for full and complete management of the Trust Fund and appropriate to carry out the purposes of this Trust Fund, and shall further have all powers and authorities conferred on trustees by the laws of the State of South Dakota. Notwithstanding the foregoing, nothing in this Section shall impose on the Trustee any obligation or power to exercise discretion over the investment of assets of the Trust, the distribution of such assets or the interpretation of the OPEB Plan or Pension Plan.

4.04 Action by the Trustee

The Trustee may delegate ministerial acts, specifically including, but not limited to, the signing of checks, endorsement of stock certificates, production of statements and accountings provided for hereunder, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Trustee, including without limitation, the custodian of the Trust assets.

4.05 Consultation with Counsel and Accountant

The Trustee may from time to time consult with counsel or an accountant who may also be counsel or an accountant for an Employer, and as long as the Trustee acts in conformity with the standards of Section 6.01, the opinion of such counsel or accountant with respect to legal matters or accounting matters, respectively, shall have full and complete authorization and protection in

respect of any action taken or suffered by the Trustee in good faith and in accordance with such opinion.

4.06 Returns, Reports, and Information

Except as set forth in a written agreement between the parties, the Plan Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or OPEB Plan or Pension Plan by law, including (as applicable) any information or tax returns. The Plan Administrator shall also be responsible for making any disclosures to Beneficiaries required by law regarding the relevant OPEB Plan or Pension Plan, benefits thereunder and the tax treatment of such benefits.

4.07 Acts of Prior Trustees

The assets of the Trust Fund or evidence of ownership shall be held by the Trustee under the terms of this Trust Agreement. If the assets represent amounts transferred from another trustee, the Trustee named hereunder shall not be responsible for any actions or inactions of prior fiduciaries, including the review of the propriety of any investment under the former trust; said review to be the responsibility of prior fiduciaries. The Trustee named hereunder shall not be required to examine or question in any way the administration of the Trust prior to its appointment.

4.08 Plan Assets Not Held in Trustee's Trust

The Trustee under this Trust Agreement has no duties or responsibilities for assets of an OPEB Plan or Pension Plan that are not held in this Trust.

ARTICLE V.
Trust Administrator

5.01 Powers and Duties of the Trust Administrator

The Trust Administrator has sole discretion and authority to do any of the following:

(a) At the direction of the Plan Administrator, direct distributions from the Employer's Account, including from any subaccount under the Account;

(b) Direct distributions from the Employer's Account for the payment of the Trust Administrator's fees;

(c) Direct the Trustee as to the investment and management of Trust assets; and

(d) Such other acts as may be agreed to by the Employer and the Trust Administrator in the Trust Administrative Services Agreement or are necessary or appropriate to effect the intent of this Agreement.

5.02 Reliance

In the performance of its duties hereunder, the Trust Administrator is entitled to reasonably rely on, and is under no obligation to investigate Instructions or data received from the Plan Administrator, including whether the amount of contributions or transfers made to the Trust by the Employer comply with the Employer's OPEB Plan or Pension Plan. Accordingly, the Trust Administrator will not be liable for action or inaction that is caused directly or indirectly by erroneous or late Instructions or data furnished by the Plan Administrator.

5.03 Trust Administrator not Custodian of Trust Assets

The Trust Administrator shall not take possession of or act as custodian for the cash, securities or other assets of the Trust and shall have no responsibility in connection therewith.

5.04 Registered Investment Advisor

The Trust Administrator hereby represents that it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator shall immediately notify every Employer and the Trustee if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care as provided by law. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Employers, the Trust Administrator, or the Trustee may have under any federal securities laws.

5.05 Investment Advice to Other Clients

The Employers and the Trustee understand that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and individual portfolios. The Employers and the Trustee agree that the Trust Administrator may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Trust, so long as it is the policy and practice of the Trust Administrator, to the extent practical, to allocate investment opportunities to the Trust over a period of time on a fair and equitable basis relative to other clients. The Trust Administrator will not have any obligation to purchase, sell or exchange any security for the Trust solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for themselves.

5.06 Trust Administrator Separate from Employer and Trustee

The Trust Administrator, its employees, officers and representatives, shall not be deemed to be employees, agents, partners, servants, and/or joint ventures of any of the Employers or the Trustee by virtue of this Agreement or any actions or services rendered under this Agreement.

5.07 Recordkeeping

The Trust Administrator shall maintain appropriate records of all its activities hereunder.

5.08 Disclosure Statement

The Trust Administrator warrants that at least five business days before the execution of this Agreement, it has delivered to the Trustee the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II. The Trustee hereby acknowledges receipt of the disclosure statement at least five business days before the execution of this Agreement.

ARTICLE VI.
Trustee and Trust Administrator

6.01 Standard of Conduct and Liabilities of Fiduciaries

The Trustee, Trust Administrator, and any other fiduciary to the Trust will discharge their respective duties with respect to the Trust (i) solely in the interest of, and for the exclusive purposes of funding OPEB Obligations and Pension Obligations, maximizing the amount available for such funding, and paying reasonable expenses of administering the Trust, and (ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, or in accordance with such other standard as may, from time to time, be required by law, and in accordance with this Trust Agreement. The Trustee, Trust Administrator, and any other fiduciary to the Trust may not cause the Trust to engage in a transaction if it knows or should know that such transaction directly or indirectly may cause the Trust to no longer meet the requirements of Code Section 115 or other applicable law. The fiduciary standards reflected in this Section 6.01 apply to the parties hereunder according to and limited by the scope of such party's duties, as expressly described in this Trust Agreement. Neither the Trustee, Trust Administrator or other fiduciary shall have any obligation or liability with respect to a breach of this standard of conduct by another fiduciary hereunder unless such fiduciary knowingly participates in an act or omission by such other fiduciary, with knowledge that such act or omission constitutes a breach of this standard of care.

6.02 Trustee Indemnification of Trust Administrator

The Trustee, solely from its assets and not from the Trust assets, will indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01.

6.03 Trust Administrator Indemnification of Trustee

The Trust Administrator, solely from its assets and not from the Trust assets, will indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's and each of its affiliates' services under this Agreement, except to the extent that such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01. The foregoing shall in no way limit or otherwise restrict any rights to indemnification which the Trust Administrator may have under any Adoption Agreement executed and delivered by the Trust Administrator and an Employer.

6.04 Survival of Indemnifications

The indemnification obligations set out in this Article VI will survive the termination of this Agreement.

ARTICLE VII.
Investments

7.01 Trustee

The Trustee shall hold and administer Trust assets without distinction between principal and income.

7.02 Trust Administrator

(a) The Trust Administrator has exclusive authority and responsibility for the management and investment of Trust assets, and the Trustee is authorized and directed to comply with the written directions of the Trust Administrator concerning Trust assets. The Trust Administrator may, from time to time and in its sole discretion, allocate some or all of the cash in an Account at the end of each business day into a sweep investment fund managed by the Trust Administrator. Any amounts held in a sweep investment fund would typically be reallocated on the next business day. The Trust Administrator may not issue any such direction in violation of the terms of the Trust. The Trustee has no duty or authority to (i) review, question, approve or make inquiries as to any investment directions given pursuant to this Agreement, or (ii) determine whether investments directed by the Trust Administrator are in compliance with any applicable State laws.

(b) Each Employer hereby authorizes and directs the Trustee to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Trust Administrator. All Instructions regarding the investment of the Trust Fund received by the Trustee from the Trust Administrator are deemed to have been authorized by the Employer.

7.03 Investment Direction

The Trust Administrator will direct the Trustee to invest the assets of each Employer's Account in any investments permitted under this Agreement.

7.04 Reliance

The Trustee may rely upon any certificate, notice, or other documentary confirmation or any Instruction issued or given by the Trust Administrator, which the Trustee reasonably believes to be genuine and to have been issued or given by the Trust Administrator. The Trustee will not be liable for the acts or omissions of the Trust Administrator or for reasonably following the Trust Administrator's Instructions. In addition, the Trustee has no duty or responsibility to take any action outside the scope of any Instruction from the Trust Administrator, or to refuse any such Instruction, unless the Trustee knows that such action or refusal would result in the Trustee itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by the Trust Administrator.

7.05 Broker Executed Investments

Transactions in investments that require execution through a broker will be executed through such broker or brokers as the Trust Administrator will select. The indicia of ownership of Trust assets will be held by the Trustee at all times, and the Trustee shall serve as sole custodian of Trust assets.

7.06 Affiliated Broker/Dealers

Neither the Trustee, the Trust Administrator, nor any affiliate of the Trustee or Trust Administrator will act as broker dealer to execute transactions, including the purchase of securities directly distributed, underwritten or issued by an affiliate of the Trustee, or otherwise provide investment services with respect to the Trust; provided, however, that the Trustee (or its affiliate) may provide ancillary non-advisory investment services with respect to the Trust, including investment of Trust assets in money market or stable value funds distributed, underwritten or issued by the Trustee (or its affiliate) to the extent these investments are permitted under this Agreement. The Trustee and the Trust Administrator will disclose any services or relationships to each Employer before the Employer's commencement of participation in the Trust and at least annually thereafter, and any such services will be provided at standard commission rates, mark-ups or concessions.

7.07 Quarterly Reports

The Trust Administrator will provide to each Employer a quarterly analysis of the performance of the investments of each Account. The asset information for such analysis will be supplied to Trust Administrator by the Trustee.

ARTICLE VIII.
The Plan Administrator and the Employer

8.01 Action by the Plan Administrator

The Trustee shall be fully protected in reasonably relying upon Instructions provided by the Employer, Plan Administrator, or Trust Administrator.

8.02 Reliance

(a) The Employer agrees that the Trustee may reasonably rely on Instructions from the Plan Administrator and the Trust Administrator, and the Employer agrees that the Trustee shall be under no duty to make an investigation with respect to any Instructions received from the Plan Administrator or the Trust Administrator.

(b) The Employer agrees that neither the Plan Administrator nor the Trust Administrator is an agent of the Trustee.

(c) The Employer may remove a Plan Administrator and designate a new representative at any time by written notice to the Trustee in a form satisfactory to the Trustee. The Employer will give the Trustee prompt written notice of any change in the identity or authority of the Plan Administrator. Removal of Person as Plan Administrator will not have the effect of canceling any Instruction that has been received by the Trustee from the removed Person prior to the date that notice of removal is received by the Trustee. Until written notice of such change is received, the Trustee may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.

ARTICLE IX.
Accounts and Records

9.01 Records

(a) The Trustee shall maintain true, accurate, and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. All accounts, books, and records relating thereto shall be open to inspection and may be audited from time to time by any person designated by the Trust Administrator during the Trustee's regular business hours as mutually agreed to in writing by the parties.

9.02 Accounting

(a) Within 60 days after the close of each calendar year, within 60 days after the removal or resignation of the Trustee, and from time to time as mutually agreed to by the Trust Administrator and the Trustee, the Trustee shall file an account with the Trust Administrator which shall show:

(i) The assets of the Trust Fund, as of the end of such period, and current value thereof; and

(ii) All investments, receipts, disbursements, and other transactions effected by it during such calendar year or other period for which such accounting is filed.

(b) The Trust Administrator may approve such accounting by notice of approval delivered to the Trustee or by failure to express objection to such accounting delivered to the Trustee within 90 days from the date upon which the accounting is delivered to the Trust Administrator. Upon the expiration of 90 days from the date of filing such account with the Trust Administrator or upon earlier specific approval thereof by the Trust Administrator, the Trustee, as between each Employer, the Plan Administrator and the Trustee, will forever released and discharged from all liability as to all items and matters included in such accounting as if settled by the decree of a court of competent jurisdiction, except with respect to any such action or transaction to which the Trust Administrator shall within such 90-day period, file written objections with the Trustee.

9.03 Accounts

(a) **Separate Accounts.** Upon the effective date of an Employer's participation in the Trust, the Trustee will establish a separate Account to which the Trustee will (i) credit all contributions or transfers from the Employer to the Trust and any income and gains attributable to those amounts, and (ii) debit all distributions, transfers from the Trust, and any losses and expenses attributable to those amounts. The Employer will have an interest only in the assets in the Employer's Account, and those assets will be available only to pay the Employer's OPEB Obligations and Pension Obligations and will not be available to pay any other Employer's obligations.

(b) **Subaccounts.** Each Employer's Account contains up to three types of subaccounts (each of which may contain one or more subaccounts): a "Combined Account," "Pension Account," and "OPEB Account". Assets under the Combined Account are available to fund the Employer's Pension Obligations or OPEB Obligations and allocable expenses of participating in the Trust. Assets under the Employer's Pension Account are available only to fund the Employer's Pension Obligation and allocable expenses of participating in the Trust. Assets under the Employer's OPEB Account are available only to fund the Employer's OPEB Obligation and allocable expenses of participating in the Trust. Contributions or transfers to an Employer's Account will be allocated to the subaccounts as follows:

(i) Contributions and transfers received by the Trust on the Employer's behalf will be allocated to the Combined Account, Pension Account or OPEB Account, or any combination of these subaccounts, as directed by the Plan Administrator.

(ii) Any contributions or transfers for which the Plan Administrator does not provide allocation directions will be held in the Combined Account. The Plan Administrator may at any time direct the allocation of amounts in the Combined Account to either the Pension Account or the OPEB Account.

(iii) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to any other subaccount. Notwithstanding the preceding sentence, at the Plan Administrator's direction, the Trustee will reverse any allocation

to the Pension Account or OPEB Account and deposit the funds (together with allocable earnings and losses) in one or both of the other two subaccounts, but only if the Plan Administrator notifies the Trustee in writing within 30 days after the allocation that the allocation was due to mistake of fact and provides any other documentation required by the Trustee in its sole discretion.

ARTICLE X.
Fees and Expenses

10.01 Expenses of Administration

(a) **Generally.** Subject to Section 2.04, each Employer's Account will be charged for allocable Trustee Fees, Trust Administration Fees, and any other fees specified in the Trust Administrative Service Agreement. To the extent permitted in the Trust Administrative Service Agreement and Adoption Agreement, the Employer may elect in the Adoption Agreement to instead pay such fees from the Employer's assets.

(b) **Trust Administration Fees.** "Trust Administration Fees" means the fees of the applicable investment funds and the fees for all services of the Trust Administrator specified in the Trust Administrative Services Agreement. The Trust Administrator is authorized to instruct the Trustee to disburse funds from the Account for the payment of the Trust Administration Fees to the Trust Administrator to the extent not paid by the Employer or deducted from the gross earnings of the investment funds. If and to the extent that the Trustee requests that the Trust Administrator render services to the Trust other than those to be rendered by the Trust Administrator hereunder, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Trustee.

(c) **Trustee Fees.** The Trustee will be paid compensation as provided in the Employer's Adoption Agreement. Such compensation may be paid by the Employer or, upon receipt of Instructions from the Trust Administrator, Employer, or Plan Administrator, may be deducted from the Trust Fund.

(d) **Expenses.**

(i) The Trustee is authorized to disburse funds from the Trust to pay all reasonable expenses of administering the Trust, including, without limitation, any taxes payable by the Trust, insurance premiums, and any fees and expenses of legal counsel, actuaries, and accountants providing services to the Trust.

(ii) The Trustee may charge the Trust for the cost of all securities purchased or received against a payment and credit the Trust with the proceeds received from the securities sold or delivered against the payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced.

10.02 Authorization with Respect to Taxes

The Trustee may execute, as trustee, any declarations or certificates pertaining to the Trust that may be required under any tax law(s) or governmental regulation(s) now or hereafter without

prior approval of the Employer. The Trustee shall notify the Plan Administrator of any tax levied upon or assessed against the Trust Fund of which the Trustee has knowledge. If the Trustee receives no Instructions from the Plan Administrator, the Trustee may pay the tax from the Trust Fund. If the Plan Administrator wishes to contest the tax assessment, it shall give appropriate and timely instructions to the Trustee. The Trustee shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Trustee has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

ARTICLE XI.
Resignation or Removal of Trustee

11.01 Resignation

The Trustee may resign at any time by giving at least 90 days' prior notice of such resignation to the Trust Administrator, or such shorter period as the Trust Administrator may agree to in writing.

11.02 Removal

(a) The Trust Administrator may remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee.

(b) Additionally, with approval of at least two-thirds of the participating Employers, the Employers may instruct the Trust Administrator in writing to remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee, and to replace the Trustee with a corporate Trustee satisfactory to the Trust Administrator in its sole judgment.

11.03 Appointment of Successor Trustee

(a) Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

(b) If the Trust Administrator does not designate a successor corporate Trustee, or if a successor corporate Trustee designated by the Trust Administrator has not accepted its appointment within 60 days after the Trustee gives notice of its resignation or receives notice of removal, either the Trustee (at the expense of the Trust) or the Trust Administrator (at its expense) may apply to any court of competent jurisdiction for appointment of a successor.

11.04 Transfer of Assets to Successor Trustee

Upon acceptance of such appointment by a successor Trustee, the Trustee shall assign, transfer, pay over and deliver the assets then constituting the Trust Fund to the successor Trustee. The Trustee is authorized, however, to reserve such reasonable sum of money, as to it may seem advisable, to provide for any sums chargeable against the Trust Fund for which it may be liable,

or for its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after payment of such fees and expenses shall be paid over to the successor Trustee. If the reserve is not sufficient for all amounts otherwise payable hereunder, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee and the Employer, which shall be jointly and severally liable therefor. Each, successor Trustee shall succeed to the title of all securities or other property then held in the Trust Fund and vested in its predecessor without the signing or filing of any further instrument, but any resigning or removed Trustee shall execute all documents and do all acts necessary to vest such title of record in any successor Trustee. The terminating Trustee shall transfer all property of the Trust Fund then held by it to such successor Trustee. The terminating Trustee may require as a condition of making such transfer that the Employer provide the Trustee with an indemnification against any losses arising from the replacement of the Trustee.

11.05 Terminating Trustee's Accounting

Within 60 days after the transfer to the successor Trustee, the terminating Trustee shall provide the Trust Administrator with an accounting in the form and manner prescribed for the annual account by Article IX and the terminating Trustee shall be compensated for such accounting as specified in the relevant Adoption Agreements. Unless the Trust Administrator files written objections with the Trustee within 90 days after such account has been mailed or otherwise delivered, the account shall be deemed to have been approved by the Trust Administrator.

11.06 Changes in Organization of Trustee

Any corporation, banking association or trust company into which a corporate Trustee may be merged, converted or with which it may be consolidated, or any corporation, banking association, or trust company, resulting from any merger, reorganization or consolidation to which a corporate Trustee may be a party, or any corporation, banking association or trust company to which all or substantially all of the trust business of a corporate Trustee may be transferred shall be the successor of the corporate Trustee hereunder without the execution or filing of any instrument or the performance of any other act and with the same powers and duties as conferred upon the Trustee hereunder. In any such event, it shall not be necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirements, statutory or otherwise, that notice shall be given is hereby waived.

11.07 Trust Administrator Bankruptcy

(a) If the Trust Administrator becomes insolvent, files for or becomes subject to bankruptcy or a similar proceeding in state or federal court, the Trust Administrator will notify the Trustee in writing as soon as possible. The notification will include confirmation of the Person (s) who will direct the Trustee.

(b) Notwithstanding any provision hereof to the contrary, in the case of bankruptcy, insolvency, or dissolution of the Trust Administrator, the Trustee will have the right to petition a court of competent jurisdiction to appoint a new Trustee, the costs of such action being payable from the Trust Fund.

(c) If the Trustee receives notice of the Trust Administrator's bankruptcy, insolvency or dissolution (either by the Trust Administrator or a court of competent jurisdiction), any fees and other expenses relating to the provision of services under this Trust Agreement (whether current or overdue) may be immediately deducted from the Trust Fund.

ARTICLE XII.
Resignation or Removal of Trust Administrator

12.01 Resignation

The Trust Administrator may resign at any time upon 90 days' prior written notice to each of the Employers, which notice may be waived in writing by the Employers.

12.02 Removal

With the approval of at least two-thirds of the participating Employers, the Employers may remove the Trust Administrator upon 90 days' prior written notice to the Trust Administrator and the Trustee, which notice may be waived by the Trust Administrator.

12.03 Designation of Successor Trust Administrator

Upon notice of the Trust Administrator's resignation, the Employers will promptly designate a successor Trust Administrator qualified to act as the Trust Administrator of the Trust under applicable state law, such resignation to be effective upon acceptance of appointment by such successor Trust Administrator. The Employers will not remove the Trust Administrator unless Employers have designated such a successor Trust Administrator who shall have agreed with Employers and the Trustee to act as the Trust Administrator under an agreement substantially similar to this Agreement.

12.04 Designation of Successor Trustee

Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

12.05 Compensation Pending Appointment of Successor

Until a successor Trust Administrator is appointed and assumes its duties as the Trust Administrator under this Agreement, the Trust Administrator shall be entitled to compensation for its services in accordance with Section 10.01(b).

12.06 Merger, Conversion, Consolidation or Sale of Trust Administrator

Any company into which the Trust Administrator may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its investment advisory business, shall be, with the prior

consent of Employers in the manner set forth in Section 14.03(b), the successor to such Trust Administrator.

12.07 Successor Trust Administrator; No Duty to Investigate

A successor corporate Trustee shall have no duty to audit or otherwise inquire into the acts or transactions of its predecessor.

ARTICLE XIII.
Amendment of Trust

With the approval of at least two-thirds of the Employers then participating in the Trust, the Trust Administrator may amend the Trust; provided, however, that no amendment may: (a) cause any assets held in any Employer's Account to be used for or diverted to any purpose other than for the exclusive purposes of funding the Employer's OPEB Obligations or Pension Obligations, as applicable, or defraying the reasonable expenses of administering the Account; (b) eliminate the requirement that none of the assets held in any Employer's Account revert to the Employer prior to the satisfaction of all OPEB Obligations or Pension Obligations (as applicable) under the OPEB Plan or Pension Plan for which the Account was established; or (c) affect the Trustee's duties, responsibilities, rights, or liability or potential liability under this Trust Agreement, unless the Trustee provides advance written consent to such amendment.

ARTICLE XIV.
Participation

14.01 Eligibility

Only public agencies may become participating Employers in the Trust. For this purpose, a public agency means a state, political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the Code.

14.02 Commencement of Participation

A public agency may become a participating Employer in the Trust by furnishing the Trust Administrator with the following: (i) an executed Adoption Agreement, (ii) an executed Trust Administrative Services Agreement, (iii) a certified copy of a resolution, minutes, or other documentary evidence of the Employer's governing body approving the adoption of the Agreement, and (iv) any other documentation as the Trust Administrator may require. The public agency will become a participating Employer upon the Trust Administrator's written acceptance of the documents described in the preceding sentence.

14.03 Termination of Participation

(a) An Employer may elect in writing to withdraw from the Trust by filing such election with the Trust Administrator and the Trustee at least 30 days before the effective date of the withdrawal. As soon as administratively practicable after the effective date, the Trustee will segregate the withdrawing Employer's Account and transfer the assets in such Account to a trust established by agreement between the Employer and a successor trustee, but only if the Employer

certifies in writing to the Trust Administrator that the trust satisfies the requirements of Section 115 of the Code.

(b) In the event the Trust Administrator contemplates an assignment of this Agreement in connection with a change of control or otherwise (collectively, an "assignment"), the Trust Administrator will provide each Employer with written notice at least 60 days before the effective date of such assignment. Upon receipt of such notice, each Employer may elect to terminate participation and withdraw from the Trust at any point prior to the effective date of the assignment as set forth in the notice. If an Employer does not provide notice of its desire to terminate within the 60-day notice period, the Employer's consent to the contemplated assignment will be implied.

(c) If the Employer has a Combined Account and both its Pension Obligation and OPEB Obligation have terminated, Section 14.04(b) will apply. If the Employer has an OPEB Account and its OPEB Obligation has terminated, Section 14.04(c) will apply. If the Employer has a Pension Account and its Pension Obligation has terminated, Section 14.04(d) will apply. An Employer's Pension Obligation or OPEB Obligation will be deemed terminated for these purposes upon the Trust Administrator's receipt of a certified copy of a resolution, minutes, or other documentary evidence of the Employer's governing body approving of the respective termination.

(d) Each Employer agrees to immediately notify the Trust Administrator upon receipt of a determination from the Internal Revenue Service that has the effect of rendering the Employer's Account ineligible for the tax exemption under Section 115 of the Code, such as any determination that the Employer is not a public agency. In such a case, as soon as administratively practicable after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination, the Trustee will segregate and place the Employer's Combined Account, OPEB Account, and Pension Account (as applicable) in a separate trust established for the exclusive purpose of funding the Employer's OPEB and Pension Obligation, OPEB Obligation only, or Pension Obligation only, respectively.

14.04 Termination of Employer's Account

(a) An Employer's Account will automatically terminate upon the termination of the Employer's participation in the Trust and the transfer of the assets in the Employer's Account under Section 14.03.

(b) If an Employer has a Combined Account and maintains an OPEB Plan or Pension Plan, but not both, Section 14.04(b) or (c) (as applicable) will apply to the assets in the Combined Account. If the Employer maintains both an OPEB Plan and Pension Plan, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's Combined Account until the Employer's OPEB Obligation under its OPEB Plan and Pension Obligation under its Pension Plan are fully satisfied. Any assets remaining in the Employer's Combined Account after both such obligations are fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(c) If an Employer's OPEB Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's OPEB

Account until the Employer's OPEB Obligation under its OPEB Plan is fully satisfied. Any assets remaining in the Employer's OPEB Account after its OPEB Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(d) If an Employer's Pension Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's Pension Account until the Employer's Pension Obligation under its Pension Plan is fully satisfied. Any assets remaining in the Employer's Pension Account after its Pension Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

14.05 Reversion.

Neither the Trust Administrator nor the Employers nor any entity related to any of them will have any beneficial interest in the Trust or receive any amounts upon termination of the Trust or at any other time, except as provided in Sections 9.03(b)(iii) and 14.04.

ARTICLE XV.
Termination of Trust

15.01 Termination of Trust Fund

The Trust may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator.

15.02 Liquidation of Trust

Upon termination of the Trust, the Trust will continue to exist, and the Trust Administrator and the Trustee will continue to have all powers provided in this Agreement as are necessary or desirable for the orderly liquidation and distribution of Trust assets in accordance with the provisions hereof until all Trust assets have been distributed. The Trustee will distribute assets remaining in each Employer's Account at the direction of the Trust Administrator in the following order of priority: (1) payment of reasonable administrative expenses (including taxes and termination costs) of the Trust, (2) payment of the OPEB Obligations and Pension Obligations currently payable under the Employer's OPEB Plan and Pension Plan, as applicable, and (3) payment to a trust that satisfies the requirements of Section 115 of the Code and any other applicable law. .

Until the final distribution of the Trust assets, the Trustee shall continue to have all the powers provided under this Trust Agreement that are necessary or desirable for the orderly liquidation and distribution of the Trust Fund. In no instance upon any termination or discontinuance and subsequent distribution may the Trust Fund or any part of it be used for, or diverted to, purposes other than those described in the preceding paragraph.

ARTICLE XVI.
Miscellaneous

16.01 Applicable Law

The powers and duties of the Trustee and all questions of interpretation, construction, operation, and effect of this Trust Agreement shall be governed by the laws of the State of South Dakota. All contributions to the Trustee shall be deemed to take place in the State of Colorado, and the Trustee shall be liable to account in the courts of that state.

16.02 Evidence

Evidence required of anyone under this Trust Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

16.03 Notices

All communications under this Agreement must be in writing and will be deemed to have been duly given (1) on the date of receipt if served personally or by confirmed facsimile or other similar communication; (2) on the first business day after sending if sent for guaranteed next day delivery by a next-day courier service; or (3) on the fourth business day after mailing if mailed to the party or parties to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to an Employer:	At the address listed for such purpose on the Employer's Adoption Agreement
If to Trust Administrator:	Shuster Advisory Group, LLC 225 S. Lake Ave, #600 Pasadena, CA 91101 Attention: Mark Shuster, Managing Member
If to Trustee:	Alta Trust Company 9380 Station Street, Suite 450 Lone Tree, CO 80124 Attention: Adam Ponder, CEO

16.04 Limitation on Claims

No claim may be made by the Employer against the Trustee for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Trust Agreement. The preceding sentence does not apply to any losses suffered by the Employer's Account due to the Trustee's breach of the standard of care articulated in Section 6.01.

16.05 Severability of Provisions

Should any provision of this Trust Agreement be held invalid or illegal for any reason, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement, but shall be fully severable, and the Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

16.06 Construction of Trust Agreement

If and whenever the Trustee be, in good faith, in doubt as to the proper construction or interpretation of this Trust Agreement, or any other question that may arise during the administration of the Trust herein created, the Trustee is authorized to resolve all such doubts and questions in such manner as it may deem proper, without the necessity of resorting to a court for construction or instructions, and all decisions so made shall be binding and conclusive on all persons ever interested hereunder. In addition, the Trustee may apply to the Plan Administrator for Instructions, directions, authorizations or information, and the Trustee may demand assurances satisfactory to it that any action that it is directed to take will not adversely affect the tax exemption of the Trust; provided, however, that no such assurances shall be required if, in the opinion of counsel (which counsel may also be counsel for the Employer), such action does not adversely affect the tax exemption of the Trust. This Trust Agreement shall be binding upon all persons who are ever entitled to such benefits hereunder, their heirs, executors, administrators and legal representatives, and upon all Employers and their successors, and upon the Trustee and its successors.

16.07 Spendthrift Provisions

No Beneficiary shall have any right to assign, transfer, appropriate, encumber, commute or anticipate his interest in the Trust Fund, or any payments to be made hereunder, and no benefits or payments, rights, or interests of any such person of any kind or nature, shall be in any way subject to any legal or equitable process or writ by way of levy, garnishment, execution or attachment for payment of any claim against any such person, nor shall any such person have any right of any kind whatsoever with respect to the Trust Fund, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are lawfully made out of the Trust Fund, as and when the same, respectively, are due and payable, under the terms of this Trust Agreement. The Trustee shall not recognize any attempted alienation or encumbrance of the right or interest hereunder of any Beneficiary. Neither the Trust Fund nor any benefits hereunder shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are payable, nor shall the Trust Fund or any benefits hereunder be considered an asset of such person in the event of his bankruptcy.

16.08 Title of Trust Assets

The legal and equitable title and ownership of all assets at any time constituting a part of the Trust Fund shall be and remain with the Trustee, and no Beneficiary will have any legal or equitable estate therein, save and except that a Beneficiary shall be entitled to receive distribution as and when lawfully made under the terms hereof. Notwithstanding anything to the contrary, the

Trust Fund will be held by the Trustee as title holder only. A Person (or Persons) other than the Trustee will hold custody or possession of the Trust Fund.

16.09 Rights Determined from Entire Instrument

This Trust Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof. This Trust Agreement, for convenience only, has been divided into Articles and Sections, but the nights, powers, duties, privileges, and other legal relationships shall be determined from this Trust Agreement as an entirety and without regard to the division into Articles and Sections or to the headings prefixing such Sections.

16.10 Waiver

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or any subsequent failure or refusal to comply with any other obligation hereunder.

16.11 Word Usage

Whenever appropriate, words used in this Trust Agreement in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine. The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Trust Agreement.

16.12 Assignment

This Trust Agreement, and any of the rights and obligations hereunder, may not be assigned by the Employer without the prior written consent of the other party, and such consent may be withheld in any such party's sole discretion. The Trustee may assign this Trust Agreement in whole or in part, and any of its rights and obligations hereunder without the consent of the Employer, provided notice of such assignment is sent to the Employer at least 30 days prior to the effective date of any such assignment. All provisions in this Trust Agreement shall extend to and are binding upon the parties hereto and their respective successors and permitted assigns.

16.13 Force Majeure

The Trustee may delay the processing of any transaction provided for hereunder due to a Force Majeure.

16.14 Complete Agreement

This Trust Agreement and any schedule of fees provided to the Trustee by the Employer or the Plan Administrator embody the entire agreement and understanding of the parties relating to the subject matter hereof.

16.15 Taxes

The Employer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result

of the receipt of services rendered under this Agreement, including but not limited to any tax which the Employer is required to withhold or deduct from payments to the Trustee, except:

(i) Any tax imposed upon the Trustee in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Trustee; and

(ii) Any income tax imposed upon the Trustee by the United States or any governmental entity within the United States.

In order for the exception contained in (i) to apply, the Employer must furnish the Trustee with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that the Trustee may claim the credit. The fees to be charged by the Trustee to the Employer under this Agreement, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where the Trustee is obligated to report and pay VAT with respect to services provided under this Agreement, the Employer agrees to be invoiced by the Trustee for the VAT at the applicable prevailing VAT rate.

16.16 Data

Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Confidential Information provided that any such data does not specifically identify any of Employer's confidential information. The Trustee may share the Employer's data, Personal Information and confidential information among the Trustee's related companies so long as the same protective provisions contained in Section 16.17 are followed by every entity to which disclosure is made.

16.17 Confidentiality

The Trustee and the Trust Administrator and each Employer (by execution of an Adoption Agreement) agree to the confidentiality requirements set forth in this Section 16.17. Each of Trustee and Trust Administrator anticipates that it may provide information to the other and to Employers regarding its operations and services that it deems to be confidential and that Employers may provide information they deem to be confidential, including personal information about Participants, to the Trustee and/or Trust Administrator. To the extent the Trustee, the Trust Administrator and Employers receive such information (a "Receiver") from another party (the "Provider"), each Receiver agrees to maintain any and all such information strictly confidential and shall not, without the Provider's prior written consent, disclose such information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such information in any manner whatsoever, except in accordance with the terms of this Agreement.

(a) Notwithstanding the preceding paragraph, the Receiver may use the Information as reasonably required to carry out the purposes of this Agreement and the information may be disclosed by the Receiver:

(i) To the employees, agents and consultants of the Employer (including the Plan Administrator) in connection with Receiver's performance or use of the services provided under this Agreement, as applicable;

(ii) To auditors, counsel, and other representatives of the Employer and Plan Administrator for the purpose of providing assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable;

(iii) If legally obligated or compelled to disclose any of the information in order to perform its obligations or under a valid court or regulatory order; iv. If the information is publicly available prior to or subsequent to its disclosure to the Receiver;

(iv) If the Receiver can show that the information was in the possession of the Receiver, or any affiliate at the time of disclosure and was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

(v) If the information is independently acquired or developed by the Receiver without violation of its obligations hereunder.

(b) Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of information of the other in their possession, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Each party agrees that it will implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic information and provide the Providers Employer with information regarding such security measures upon the reasonable request.

(c) A breach of any provision of Section 16.17 or of Section 16.18 of this Agreement may cause the Trustee irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity. Notwithstanding the provisions of Article VI, any proceeding brought by the Trustee to seek relief under this provision shall be brought in a federal or state court of competent jurisdiction in Los Angeles, California.

16.18 USA Patriot Act Notification

The following notification is provided to Employer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Employer: When Employer opens an account, if the Employer is an individual, the Trustee will ask for the Employer's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Trustee to identify Employer, and, if Employer is not an individual, Trustee will ask for the Employer's official name, taxpayer identification number, business address, and other information that will allow the Trustee to identify the Employer. The Trustee may also ask, if the Employer is an individual, to see a valid driver's license or other identifying documents, and, if the Employer is not an individual, to see the Employer's legal organizational documents or other identifying documents.

16.19 Execution in Counterparts

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original and no other counterpart need be produced. Telephonic or electronic facsimile copies of original signatures, writings, or initials on this Trust Agreement shall be as valid as the original signatures, writings, or initials.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed by their duly authorized officers effective as of the date and year first written above.

ALTA TRUST COMPANY
As Trustee



By

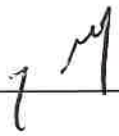
CEO

Title

10/1/2021

Date

SHUSTER ADVISORY GROUP, LLC,
As Trust Administrator



By Mark Shuster

Managing Partner

Title

9/29/21

Date

ADOPTION AGREEMENT

FOR THE

MULTIPLE EMPLOYER PENSION 115 TRUST

TABLE OF CONTENTS

Page

INTRODUCTION 1

ARTICLE 1 EMPLOYER INFORMATION 1

ARTICLE 2 PLAN INFORMATION 1

ARTICLE 3 TRUST ADMINISTRATIVE SERVICES 2

ARTICLE 4 INVESTMENTS 2

ARTICLE 5 TRUST FEES AND EXPENSES 2

ARTICLE 6 REPRESENTATIONS AND WARRANTIES 2

ARTICLE 7 STANDARD OF CARE AND INDEMNIFICATION 3

ARTICLE 8 AMENDMENT 4

ARTICLE 9 NO GUARANTEE OF INVESTMENT RESULTS 4

ARTICLE 10 ADOPTION OF TRUST 4

EXHIBIT A A-1

EXHIBIT B B-1

EXHIBIT C C-1

INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Oxnard

(b) Address: 300 West Third Street, Oxnard CA 93030

(c) Telephone: 805-385-7457

1.2 Employer's Taxpayer Identification Number: 95-6000756

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): N/A

Pension Plan(s): City of Oxnard Pension Stabilization Trust Account

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Title: Alexander Nguyen, City Manager

(b) Address: 300 West Third Street, Oxnard CA 93030

(c) Telephone: 805-385-7457

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to **0.02%** (annual maximum fee per plan is $5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

☐ Trust Administration Fees

☐ Trustee Fees

☐ All expenses of the Employer's Account other than fees

☐ Other (please insert description):

_____

_____

_____

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

(a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.

(b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide retirement benefits to its former employees.

(c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation under the Employer's Plans.

(d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.

(e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.

(f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.

7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the 6th day of May, 2025 and expires on May 6, 2028, unless extended. The Employer shall have the option to extend the agreement for (2) two consecutive (1) one-year periods.

EMPLOYER:
CITY OF OXNARD
Agency Name

By: _____

Its: _____

Date: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk **Date**
(only if Mayor signs)

APPROVED AS TO FORM:

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

ACCEPTED:
TRUST ADMINISTRATOR
SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A

TRUST

EXHIBIT B

TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 6th day of May, 2025, by and between CITY OF OXNARD (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide retirement benefits; and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer Pension 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement"") in order to fund the retirement benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

A. Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of retirement benefits under the Employer's Plans funded by the Account;

B. Verify custodian's receipt of contributions made to the Account as informed by the Employer;

C. Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;

D. Provide annual statements of Trust accounts;

E. Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Section 2.1 and 3.2; and

F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;

B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");

C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;

D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and

E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

2.1 Fees. For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement)[1]:	0.02%
Trustee Fees (Trust Adoption Agreement)[2]:	0.02%
Custodial Asset Based Fee (Custodial Agreement)[3]:	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.12%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.
2 - Annual maximum fee per plan of $5,000.
3 - Annual minimum fee per plan of $400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Trust Administrator will notify the Employer in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this

Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

2.3 Pooled Investments. Assets invested by the Trust Administrator under the terms of this Agreement may from time to time be invested in individual securities, or in a proprietary money market mutual fund or local government investment pool (either, a "Pool"). Each Pool is a commingled fund managed by the Trust Administrator. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Trust Administrator and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice within 15 calendar days after the invoice's postmark, then the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

5. **Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. **Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

7. **Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, and affiliate shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be provided by law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.

8. **Term of Agreement.** The term of this Agreement will commence 6 May, 2025 and expire on May 5, 2028, unless extended. The Employer shall have the option to extend the agreement for (2) two consecutive (1) one-year periods. Either party may terminate

this Agreement at any time by giving 60 days' written notice to the other party of its intent to terminate.

9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.

12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.

13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.

14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents,

reports, and records to the extent needed to comply with applicable law, including but not limited to federal securities laws.

15. Trust Administrator's Disclosure Statement. The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II, including, without limitation, Schedule H thereto (disclosure statement). The Employer acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

16. Amendment. This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

17. Successors and Assigns. The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.

18. Designees. In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. In accordance with Section 6.1(l) of the Trust Agreement, the Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.

19. Notice. Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
155 N. Lake Ave, #500
Pasadena, CA 91101
Attn: Mark Shuster, Managing Member

20. **Arbitration.** The Employer understands and agrees that, to the extent permitted by law, all claims and disputes arising out of transactions or activities in connection with the Account, or construction, performance, or breach of this Agreement, will be determined by arbitrators sitting in Los Angeles, California, in accordance with the current rules then in effect of the American Arbitration Association. The arbitrators may allocate attorneys' fees and arbitration costs between parties. In this regard, the Employer understands that: (1) Arbitration is final and binding on the parties; (2) the parties are waiving their right to seek a judicial determination in court, including the right to jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who are in the securities industry; and (6) arbitration will be conducted according to the securities arbitration rules then in effect of the American Arbitration Association.

21. **Applicable Law.** This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, venue will lie in any court of competent jurisdiction in the state of California.

22. **Entire Agreement.** This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.

23. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.

24. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

TRUST ADMINISTRATOR
Shuster Advisory Group, LLC

By: _____

Its: _____

EMPLOYER
City of Oxnard

By: _____

Its: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

INVESTMENT ADVISOR AGREEMENT
MULTIPLE EMPLOYER PENSION 115 TRUST

This agreement ("Agreement") is entered into between **Shuster Advisory Group, LLC** ("SHUSTER"), a California limited liability company, and **City of Oxnard** ("EMPLOYER") as further identified on Appendix A., as the responsible plan fiduciary for the **Plans** as further identified in Appendix A, desires to engage SHUSTER to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The account for which SHUSTER is providing investment advisory service is part of a multiple employer trust intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and the EMPLOYER has fiduciary authority with respect to the account for the employer.

2. **Term.** The term of this Agreement will commence May 6, 2025 and expire on May 6, 2028, unless extended. The EMPLOYER shall have the option to extend the agreement for (2) two consecutive (1) one-year periods.

3. **Services.** SHUSTER agrees to perform the Fiduciary Services described in Appendix B.

4. **Fees.**

   (A) The compensation, direct and indirect, of SHUSTER for the performance of the Services is described in Appendix C.

5. **Fiduciary Status: Limitations on Functions.** EMPLOYER acknowledges that:

   (A) In performing the Fiduciary Services, SHUSTER is acting as an investment fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.

   (B) In performing Fiduciary Services, SHUSTER does not act as, nor has SHUSTER agreed to assume the duties of, a trustee or the Plan Administrator, and SHUSTER has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

   (C) SHUSTER does not provide legal or tax advice.

   (D) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, SHUSTER does not and cannot guarantee financial results.

   (E) SHUSTER may, by reason of performing services for other EMPLOYERs, from time to time acquire confidential information. EMPLOYER acknowledges and agrees that SHUSTER is unable to divulge to the EMPLOYER or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

   (F) SHUSTER is entitled to rely upon all information provided to SHUSTER (whether financial or otherwise) from reputable third parties or by EMPLOYER, EMPLOYER's representatives or third-party service providers to EMPLOYER, the Plan or SHUSTER, without independent verification. EMPLOYER agrees to promptly notify SHUSTER in writing of any material change in the financial and other information provided to SHUSTER and to promptly provide any such additional information as may be reasonably requested by SHUSTER.

(G) EMPLOYER understands that SHUSTER: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

(H) SHUSTER has no responsibility to provide any services related to assets not included in the SHUSTER investment portfolio or purchased directly by Client. Such assets shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to SHUSTER pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

6. **Representations of EMPLOYER.** EMPLOYER represents and warrants as follows:

(A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. SHUSTER is entitled to rely upon this statement until notified in writing to the contrary.

(B) The person signing the Agreement on behalf of EMPLOYER has all necessary authority to do so.

(C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of EMPLOYER represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by SHUSTER.

(D) The Plan and related Trust permit payment of fees out of Plan assets. EMPLOYER has determined that the fees charged by SHUSTER are reasonable and are the obligation of the Plan; however, if EMPLOYER desires, it may pay the fees directly, rather than with Plan assets.

7. **Representation of SHUSTER.** SHUSTER represents as follows:

(A) SHUSTER is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.

(B) The person signing this agreement on behalf SHUSTER has the power and authority to enter into and perform this Agreement.

(C) SHUSTER agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;

SHUSTER is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

SHUSTER is not responsible for the actions by or the failure to act by EMPLOYER, by other service providers, or by Plan participants to protect Data;

SHUSTER shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of SHUSTER.

8. **Standard of Care.** SHUSTER will perform the Fiduciary Services described in Appendix B to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).

9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, SHUSTER will

have no further obligation under this Agreement to act or advise EMPLOYER with respect to services under this Agreement.

10. **Receipt of Disclosure and Consent to Electronic Delivery.** EMPLOYER acknowledges receipt and undertakes to review and consider the disclosures made by SHUSTER (including in this Agreement, the Form ADV Part 2 and SHUSTER Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

    Further, EMPLOYER consents to electronic delivery (via email or other generally accepted method) of current and future distributions of SHUSTER's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to SHUSTER.

11. **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the EMPLOYER's address listed on Appendix A and SHUSTER's address, 155 N. Lake Ave, Ste. 500, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party.

12. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.

15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.

18. **Arbitration Agreement.** To the extent permitted by law, all controversies between EMPLOYER and SHUSTER, which may arise out of or relate to any of the services provided by SHUSTER under this Agreement, or the construction, performance or breach of this or any other Agreement between SHUSTER and EMPLOYER, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

19. **Amendment Process.** The Agreement may be modified, by written agreement of both EMPLOYER and SHUSTER.

20. **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which EMPLOYER or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on SHUSTER or the EMPLOYER until each has accepted it, in writing, as indicated by their signatures below.

EMPLOYER:	**Shuster Advisory Group, LLC**
Signature: _____	Signature: _____
Name: _____	Name: Mark Shuster
Title: _____	Title: Managing Member
Date: _____	Date: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

*The EMPLOYER is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A – EMPLOYER/PLAN SPONSOR - PLAN INFORMATION

EMPLOYER/Plan Sponsor City of Oxnard	**Tax ID#** 95-6000756		
Plan Name 1 City of Oxnard Pension Stabilization Trust Account	**Type of Plan** ☐OPEB Plan ☒Pension Plan ☐Other: _____		
Plan Name 2	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 3	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 4	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 5	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Mailing Address 300 West Third Street	**City** Oxnard	**State** CA	**Zip Code** 93030
Phone 805-385-7457	**Email (for purposes of notice/electronic delivery)** alexander.nguyen@oxnard.org		
Legal Address (☒Same as Mailing Address)	**City**	**State**	**Zip Code**

APPENDIX B – FIDUCIARY SERVICES

SHUSTER will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) as well as the criteria and standards for selecting and monitoring the investments. The EMPLOYER shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.

2. Consistent with the Investment Policy Statement, SHUSTER will select the initial investment options within the Plan(s).

3. SHUSTER will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.

4. SHUSTER will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.

5. Meet with EMPLOYER on a periodic basis to discuss reports and recommendations.

6. Annually review the IPS with the EMPLOYER to ensure it continues to meet the EMPLOYER's needs.

LIMITATIONS ON FIDUCIARY SERVICES

SHUSTER shall not be responsible or liable for the recommendations of or services rendered by anyone other than SHUSTER. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of EMPLOYER, Plan Sponsor, Custodian, and Trustee.

APPENDIX C - FEE SCHEDULE

1. SHUSTER will not receive any other compensation, direct or indirect, for its services under this agreement. If SHUSTER receives any other compensation for Services, SHUSTER will disclose the amount of such compensation, the services provided for such compensation, the payer of such compensation, and a description of SHUSTER's arrangement with the payer to the EMPLOYER and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, SHUSTER shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
6. The annual fee for services shall be as follows:

   Beginning with the effective date of this Agreement, the annual fee for service shall be 0.12% (12 basis points) per annum, charged as 0.01% monthly to all included assets in each Plan as of the date of the calculation. Fees will be deducted from Plan assets and will be paid to SHUSTER by the Trust/Custodian for the Plan(s).

   At SHUSTER's discretion the billing period described above may be adjusted to quarterly.

ADOPTION AGREEMENT

FOR THE

MULTIPLE EMPLOYER OPEB 115 TRUST

TABLE OF CONTENTS

Page

INTRODUCTION 1

ARTICLE 1 EMPLOYER INFORMATION 1

ARTICLE 2 PLAN INFORMATION 1

ARTICLE 3 TRUST ADMINISTRATIVE SERVICES 2

ARTICLE 4 INVESTMENTS 2

ARTICLE 5 TRUST FEES AND EXPENSES 2

ARTICLE 6 REPRESENTATIONS AND WARRANTIES 2

ARTICLE 7 STANDARD OF CARE AND INDEMNIFICATION 3

ARTICLE 8 AMENDMENT 4

ARTICLE 9 NO GUARANTEE OF INVESTMENT RESULTS 4

ARTICLE 10 ADOPTION OF TRUST 4

EXHIBIT A A-1

EXHIBIT B B-1

EXHIBIT C C-1

INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Oxnard

(b) Address: 300 West Third Street, Oxnard CA 93030

(c) Telephone: 805-385-7457

1.2 Employer's Taxpayer Identification Number: 95-6000756

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): City of Oxnard OPEB Trust Account

Pension Plan(s): N/A

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Title: Alexander Nguyen, City Manager

(b) Address: 300 West Third Street, Oxnard CA 93030

(c) Telephone: 805-385-7457

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to **0.02%** (annual maximum fee per plan is $5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

☐ Trust Administration Fees

☐ Trustee Fees

☐ All expenses of the Employer's Account other than fees

☐ Other (please insert description):

_____

_____

_____

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

(a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.

(b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB or retirement benefits to its former employees.

(c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.

(d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.

(e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.

(f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.

7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the 6th day of May, 2025 and expires on May 5, 2028, unless extended. The Employer shall have the option to extend the agreement for (2) two consecutive (1) one-year periods.

EMPLOYER
CITY OF OXNARD
Agency Name

By: _____

Its: _____

Date: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

ACCEPTED:
TRUST ADMINISTRATOR
SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A

TRUST

EXHIBIT B

TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 6th day of May, 2025, by and between CITY OF OXNARD (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide other post-employment health and welfare benefits (other than pensions) ("OPEB"); and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer OPEB 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement") in order to fund the OPEB benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

A. Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of OPEB benefits under the Employer's Plans funded by the Account;

B. Verify custodian's receipt of contributions made to the Account as informed by the Employer;

C. Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;

D. Provide annual statements of Trust accounts;

E. Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Section 2.1 and 3.2; and

F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;

B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");

C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;

D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and

E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

2.1 Fees. For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement)[1]:	0.02%
Trustee Fees (Trust Adoption Agreement)[2]:	0.02%
Custodial Asset Based Fee (Custodial Agreement)[3]:	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.12%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.
2 - Annual maximum fee per plan of $5,000.
3 - Annual minimum fee per plan of $400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Trust Administrator will notify the Employer in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

2.3 Pooled Investments. Assets invested by the Trust Administrator under the terms of this Agreement may from time to time be invested in individual securities, or in a proprietary money market mutual fund or local government investment pool (either, a "Pool"). Each Pool is a commingled fund managed by the Trust Administrator. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Trust Administrator and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice within 15 calendar days after the invoice's postmark, then the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason

otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

5. **Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. **Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

7. **Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, and affiliate shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be provided by law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.

8. **Term of Agreement.** The term of this Agreement will commence 06 May, 2025 and expire on May 5, 2028, unless extended. The Employer shall have the option to extend the agreement for (2) two consecutive (1) one-year periods. Either party may terminate this Agreement at any time by giving 60 days' written notice to the other party of its intent to terminate.

9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.

12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.

13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.

14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the

Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents, reports, and records to the extent needed to comply with applicable law, including but not limited to federal securities laws.

15. Trust Administrator's Disclosure Statement. The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II, including, without limitation, Schedule H thereto (disclosure statement). The Employer acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

16. Amendment. This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

17. Successors and Assigns. The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.

18. Designees. In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. In accordance with Section 6.1(l) of the Trust Agreement, the Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.

19. Notice. Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
155 N. Lake Ave, #500
Pasadena, CA 91101
Attn: Mark Shuster, Managing Member

20. **Arbitration.** The Employer understands and agrees that, to the extent permitted by law, all claims and disputes arising out of transactions or activities in connection with the Account, or construction, performance, or breach of this Agreement, will be determined by arbitrators sitting in Los Angeles, California, in accordance with the current rules then in effect of the American Arbitration Association. The arbitrators may allocate attorneys' fees and arbitration costs between parties. In this regard, the Employer understands that: (1) Arbitration is final and binding on the parties; (2) the parties are waiving their right to seek a judicial determination in court, including the right to jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who are in the securities industry; and (6) arbitration will be conducted according to the securities arbitration rules then in effect of the American Arbitration Association.

21. **Applicable Law.** This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, venue will lie in any court of competent jurisdiction in the state of California.

22. **Entire Agreement.** This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.

23. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.

24. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

TRUST ADMINISTRATOR
Shuster Advisory Group, LLC

By: _____

Its: _____

EMPLOYER
City of Oxnard

By: _____

Its: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

INVESTMENT ADVISOR AGREEMENT
MULTIPLE EMPLOYER OPEB 115 TRUST

This agreement ("Agreement") is entered into between **Shuster Advisory Group, LLC** ("SHUSTER"), a California limited liability company, and **City of Oxnard** ("EMPLOYER") as further identified on Appendix A., as the responsible plan fiduciary for the **Plans** as further identified in Appendix A, desires to engage SHUSTER to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The account for which SHUSTER is providing investment advisory service is part of a multiple employer trust intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and the EMPLOYER has fiduciary authority with respect to the account for the employer.

2. **Term.** The term of this Agreement will commence May 6, 2025 and expire on May 5, 2028, unless extended. The EMPLOYER shall have the option to extend the agreement for (2) two consecutive (1) one-year periods.

3. **Services.** SHUSTER agrees to perform the Fiduciary Services described in Appendix B.

4. **Fees.**

   (A) The compensation, direct and indirect, of SHUSTER for the performance of the Services is described in Appendix C.

5. **Fiduciary Status: Limitations on Functions.** EMPLOYER acknowledges that:

   (A) In performing the Fiduciary Services, SHUSTER is acting as an investment fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.

   (B) In performing Fiduciary Services, SHUSTER does not act as, nor has SHUSTER agreed to assume the duties of, a trustee or the Plan Administrator, and SHUSTER has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

   (C) SHUSTER does not provide legal or tax advice.

   (D) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, SHUSTER does not and cannot guarantee financial results.

   (E) SHUSTER may, by reason of performing services for other EMPLOYERs, from time to time acquire confidential information. EMPLOYER acknowledges and agrees that SHUSTER is unable to divulge to the EMPLOYER or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

   (F) SHUSTER is entitled to rely upon all information provided to SHUSTER (whether financial or otherwise) from reputable third parties or by EMPLOYER, EMPLOYER's representatives or third-party service providers to EMPLOYER, the Plan or SHUSTER, without independent verification. EMPLOYER agrees to promptly notify SHUSTER in writing of any material change in the financial and other information provided to SHUSTER and to promptly provide any such additional information as may be reasonably requested by SHUSTER.

(G) EMPLOYER understands that SHUSTER: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

(H) SHUSTER has no responsibility to provide any services related to assets not included in the SHUSTER investment portfolio or purchased directly by Client. Such assets shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to SHUSTER pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

6. **Representations of EMPLOYER.** EMPLOYER represents and warrants as follows:

(A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. SHUSTER is entitled to rely upon this statement until notified in writing to the contrary.

(B) The person signing the Agreement on behalf of EMPLOYER has all necessary authority to do so.

(C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of EMPLOYER represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by SHUSTER.

(D) The Plan and related Trust permit payment of fees out of Plan assets. EMPLOYER has determined that the fees charged by SHUSTER are reasonable and are the obligation of the Plan; however, if EMPLOYER desires, it may pay the fees directly, rather than with Plan assets.

7. **Representation of SHUSTER.** SHUSTER represents as follows:

(A) SHUSTER is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.

(B) The person signing this agreement on behalf SHUSTER has the power and authority to enter into and perform this Agreement.

(C) SHUSTER agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;

SHUSTER is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

SHUSTER is not responsible for the actions by or the failure to act by EMPLOYER, by other service providers, or by Plan participants to protect Data;

SHUSTER shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of SHUSTER.

8. **Standard of Care.** SHUSTER will perform the Fiduciary Services described in Appendix B to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).

9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, SHUSTER will

have no further obligation under this Agreement to act or advise EMPLOYER with respect to services under this Agreement.

10. **Receipt of Disclosure and Consent to Electronic Delivery.** EMPLOYER acknowledges receipt and undertakes to review and consider the disclosures made by SHUSTER (including in this Agreement, the Form ADV Part 2 and SHUSTER Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

    Further, EMPLOYER consents to electronic delivery (via email or other generally accepted method) of current and future distributions of SHUSTER's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to SHUSTER.

11. **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the EMPLOYER's address listed on Appendix A and SHUSTER's address, 155 N. Lake Ave, Ste. 500, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party.

12. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.

15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.

18. **Arbitration Agreement.** To the extent permitted by law, all controversies between EMPLOYER and SHUSTER, which may arise out of or relate to any of the services provided by SHUSTER under this Agreement, or the construction, performance or breach of this or any other Agreement between SHUSTER and EMPLOYER, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

19. **Amendment Process.** The Agreement may be modified, by written agreement of both EMPLOYER and SHUSTER.

20. **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which EMPLOYER or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on SHUSTER or the EMPLOYER until each has accepted it, in writing, as indicated by their signatures below.

EMPLOYER:	**Shuster Advisory Group, LLC**
Signature: _____	Signature: _____
Name: _____	Name: Mark Shuster
Title: _____	Title: Managing Member
Date: _____	Date: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

*The EMPLOYER is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A – EMPLOYER/PLAN SPONSOR - PLAN INFORMATION

EMPLOYER/Plan Sponsor City of Oxnard	**Tax ID#** 95-6000756		
Plan Name 1 City of Oxnard OPEB Trust Account	**Type of Plan** ☒OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 2	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 3	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 4	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 5	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Mailing Address 300 West Third Street	**City** Oxnard	**State** CA	**Zip Code** 93030
Phone 805-385-7457	**Email (for purposes of notice/electronic delivery)** alexander.nguyen@oxnard.org		
Legal Address (☒Same as Mailing Address)	**City**	**State**	**Zip Code**

APPENDIX B – FIDUCIARY SERVICES

SHUSTER will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) as well as the criteria and standards for selecting and monitoring the investments. The EMPLOYER shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.

2. Consistent with the Investment Policy Statement, SHUSTER will select the initial investment options within the Plan(s).

3. SHUSTER will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.

4. SHUSTER will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.

5. Meet with EMPLOYER on a periodic basis to discuss reports and recommendations.

6. Annually review the IPS with the EMPLOYER to ensure it continues to meet the EMPLOYER's needs.

LIMITATIONS ON FIDUCIARY SERVICES

SHUSTER shall not be responsible or liable for the recommendations of or services rendered by anyone other than SHUSTER. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of EMPLOYER, Plan Sponsor, Custodian, and Trustee.

APPENDIX C - FEE SCHEDULE

1. SHUSTER will not receive any other compensation, direct or indirect, for its services under this agreement. If SHUSTER receives any other compensation for Services, SHUSTER will disclose the amount of such compensation, the services provided for such compensation, the payer of such compensation, and a description of SHUSTER's arrangement with the payer to the EMPLOYER and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, SHUSTER shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
6. The annual fee for services shall be as follows:

   Beginning with the effective date of this Agreement, the annual fee for service shall be 0.12% (12 basis points) per annum, charged as 0.01% monthly to all included assets in each Plan as of the date of the calculation. Fees will be deducted from Plan assets and will be paid to SHUSTER by the Trust/Custodian for the Plan(s).

   At SHUSTER's discretion the billing period described above may be adjusted to quarterly.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Third Amendment with Paymentus for Credit Card Merchant Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Third Amendment to the agreement with Paymentus (9046-20-CT), for credit card merchant services, extending the term of agreement to December 31, 2027, and increasing the contract amount by $702,000 for a not-to-exceed contract amount of $1,783,720.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

BACKGROUND

The City of Oxnard approved the use of credit cards to pay City Fees and bills in 2003. Processing credit card payments requires a payment gateway and a payment processor. A payment gateway is the technology that securely accepts and processes customer credit card information, encrypting it and sending it to a payment processor for authorization, enabling businesses to accept online and in-person payments. A payment processor, or credit card processor, is a company or service that facilitates electronic transactions between customers and businesses by processing and authorizing credit card, debit card, and other digital payment methods, ensuring funds are securely transferred.

On December 30, 2020 the City entered into a three-year agreement with Paymentus as payment gateway for credit card and debit card merchant services, after Bank of America communicated that it was stopping the credit card processing service. On December 21, 2021, City Council ratified the first amendment to the agreement with Paymentus, that added the function of credit card merchant processor to the scope of services. That first amendment to the agreement became effective in June 2022, after the configuration was completed, and continues for a period of 3 (three) years. .

On July 29, 2021, the City Council adopted Resolution No. 15,479. In this Resolution, the City was allowed to impose a fee (referred to as convenience fee, service fee, or processing fee interchangeably) of 2.35% per transaction whenever a customer uses credit card, debit card, or electronic check to pay for City Services. The fees were not implemented due to the City Council approving the recommendation of such fees with an amendment to not implement the fees until the local declarations of emergency related to COVID 19 was suspended. On February 20, 2024 the City Council adopted Resolution No. 15,762 allowing the City to pass on the processing fee charged by Paymentus to customers for the use of credit cards, debit cards and electronic checks, and directing staff to implement the changes.

Paymentus supports credit card payments for utility billing, permits and business licensing related services. The City currently administers those services through the legacy software HTE.

The City has been working with credit card processing vendors and is ready to implement Resolution No. 15,762.

DISCUSSION

In December 2021, Paymentus became both the payment gateway and payment processor for utility billing, permits and

business license services. The current agreement expires in June 2025.

At the beginning of the implementation of the City's ERP with Tyler Technologies there was an understanding that Paymentus would be the partner for credit card payments processing after the full implementation of all the ERP modules. Unfortunately, that is not currently the case, and staff will recommend transition to merchant service processor that fully integrates with Tyler software, through the separate agenda item.

This proposed amendment would allow the City to continue to accept credit and debit card, and electronic check payments for utility billings, while the City is still using the legacy system for utility billing, and will be phased out after the implementation of the corresponding component of the Tyler ERP.

The proposed amendment establishes a convenience fee as indicated in the table below, and extends the agreement until December 31, 2027, to allow processing credit card payments through the transition to the new utility billing.

Payment Method	Payment Type	Paymentus Fee	Fee Model
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay, PayPal CFS and others as offered by Paymentus	Utility	$3.95 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
Credit, Debit Cards	Utility	$3.95 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
ACH/eCheck	Utility	$0.50 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
Chargebacks and Return Check Fee		$9.95 per item	Client Fee

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

Under this agreement, and in line with Council direction provided in July 29, 2021, further updated on February 20, 2024 any processing fees payable to Paymentus for payment processing services, including the fees earned by the credit card providers themselves (Visa / Mastercard) are charged by the payment processor directly to the individual or organization that chooses to make a payment using a credit / debit card or e-check. The only exception is that when customers choose to make a payment to their Utility Bills over the counter with a city staff.

The City cost share associated to this contract will be derived from utility billing payments made over the counter in the City's Service Center. Utility billing is anticipated to transition to Tyler Munis in the second part of calendar year 2027, and at that time the credit card payments related to utility billing will be processed through the agreement with Tyler Payments.

The requested amount for the Paymentus contract will be allocated per fiscal year as summarized in the table below.

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
7251623-53500 Utility Billing	$60,000.00	$257,000.00	$257,000.00	$128,500.00
TOTAL	**$60,000.00**	**$257,000.00**	**$257,000.00**	**$128,500.00**

Staff has estimated the annual amounts required for this contract based on the assumption that 30% of credit card payments related to utility billing will be made over the counter at the City's Service Center.

For FY 2024/25, the additional amount will be absorbed by the current budget, and in the future, it will be incorporated in the budget process.7

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Agreement 9046-20-CT
2. First Amendment - 9046-20-CT
3. Second Amendment - 9046-20-CT
4. Third Amendment - 9046-20-CT

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Oxnard, California
Client Address:	214 South C Street
Contact for Notices to Client:	Eden Alomeri, Director of Revenue and Licensing
Estimated Yearly Bills / Invoices:	125,000 bills

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

(i) this signature page
(ii) the General Terms and Conditions; and
(iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative.

CITY OF OXNARD

DocuSigned by:
Daniel Willhite 12/30/2020 | 1:54 PM PST

Dan Willhite, Purchasing Manager — Date

PAYMENTUS CORPORATION

Jerry Portocalis, Senior Vice President — December 29, 2020 Date

APPROVED AS TO FORM:

12/30/2020

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

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS
TO MASTER SERVICES AGREEMENT BETWEEN CITY OF OXNARD, CALIFORNIA AND PAYMENTUS CORPORATION

1 **Definitions**:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Agreement "or "Master Agreement" means the Master Services Agreement between the parties, as amended from time to time.

1.2 "Average Bill Amount" means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 "Effective Date" means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 "Excess Payment Amount" means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 "Fee Assumptions" means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.6 "Initial Setup" means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 "IPN" or "Instant Payment Network™" means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 "Launch Date" means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 "Non-Qualified Transaction" means (i) a Payment made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 "Payment" means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.11 "Payment Amount" means the amount of a Payment.

1.12 "Paymentus Authorized Processor" means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 "Paymentus Fee" is defined in Section 3.2.

1.14 "Platform" is defined in Section 2.1.

1.15 "Reversed or Chargeback Transactions" means cancelled transactions due to (i) User error, (ii) a User's challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 "Services" means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 "User" means a user of Client's services.

2 **Description of Services to be Performed**

2.1 **Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™,

(collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 **Professionalism**

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 **New or Enhanced Services**

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 9.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 **Compensation**

3.1 **No Fee Installation**

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 **Paymentus Fee**

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 **Payment Processing**

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all

specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank

account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees

(collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or claims arising from the same circumstances; and (iii) in no event more than the lesser of $1,000,000.00 or the Net

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 3 (three) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive two (2) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to

notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus. Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdrawal its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 Miscellaneous

9.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 Notices

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 Governing Law

The Agreement will be governed by the laws of the state of California, without giving effect to any principles of conflicts of law.

9.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 Attorney's Fees.

Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 Confidentiality

To the extent permitted by Law, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 Force Majeure

Both Parties will be excused from performing the Services to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including

telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 **Entire Agreement**

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

9.11 **Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

9.12 **Insurance**

Paymentus shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document attached as , Schedule B which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Paymentus obtain and maintain such insurance coverages. Maintenance of insurance coverages by Paymentus is a material element of this Agreement. Paymentus's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

Paymentus

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the channels indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – C2G Gateway	Check if User Paid Fee
☐	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	$0.45 per transaction for gateway services with Click2Gov	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	$0.45 per transaction for gateway services with Click2Gov	☐

Note: Assumes payment processing through Elavon. Chargebacks and returned checks will be billed at $9.95 per item.

Schedule B

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Cyber Liability in an amount not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. 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.

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

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

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

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

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

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

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

12/20

Client#: 1057753 PAYMEHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/24/2020

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Travelers Property Cas. Co. of America	25674
INSURER D : Travelers Indemnity Company of CT	25682
INSURER E : Federal Insurance Company	20281
INSURER F : National Union Fire Ins. Pittsburgh, PA	19445

INSURED
Paymentus Corporation
13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS2161834845	08/09/2020	08/09/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS2161834845	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO2161834845	08/09/2020	08/09/2021	EACH OCCURRENCE	$24,000,000
B	X EXCESS LIAB CLAIMS-MADE			ECO2160184673	08/09/2020	08/09/2021	AGGREGATE	$24,000,000
C	DED X RETENTION $10000			ZUP41N3024220NF	08/09/2020	08/09/2021		$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7J41039320	08/09/2020	08/09/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Crime			82368980	08/09/2020	08/09/2021	$10,000,000	
F	Prof & Cyber			Various	08/09/2020	08/09/2021	$130,000,000	
G	Excess Crime			SAAE6066710000	08/09/2020	08/09/2021	$20,000,000	

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

*Professional & Excess Professional & Cyber Liability:
Policy #016082462 - Carrier: National Union Fire Insurance - Primary Limit: $10,000,000
Policy #652024674 - Carrier: Continental Casualty Limit: $10MM xs $10MM
Policy #MTE004184207 - Carrier: Greenwich Insurance Co. - Limit: $10MM xs $20MM
Policy #EMU1265106 - Carrier: Hudson Specialty Insurance Co. Limit: $10MM xs $30MM
(See Attached Descriptions)

CERTIFICATE HOLDER

Oxnard CA
305 West 3rd Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bim Cook

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Policy #P0010000384700 3 - Carrier: Axis Insurance Co. - Limit: $10MM xs $40MM
Policy #03124681 - Carrier: Allied World Specialty Insurance Co - Limit: $10MM xs $50MM
Policy #PRX30001908400- Carrier: Endurance Risk Solutions/Sompo - Limit: $10MM xs $60MM
Policy #XMF2009205 - Carrier: Freedom Specialty Insurance Co. -Limit: $10MM xs $70MM
Policy #B1636N201890 - Carrier: Lloyds of London - Limit: $5MM xs $80MM
Policy #B1636N201982 - Carrier: Lloyds of London. - Limit: $10MM xs $85MM
Policy #ZUP61N31086 - Carrier: Travelers Property Casualty Company of America - Limit: $5MM xs $95MM
Policy #B1636N201983 - Carrier: Lloyds of London Limit $10MM xs $100MM
Policy #B1636N201984 - Carrier: Lloyds of London Limit $10MM xs $110MM
Policy #B1636N201985 - Carrier: Lloyds of London Limit $10MM xs $120MM

Primary Crime Coverage:
Carrier: Federal Insurance Company
Policy #8236-8980
Effective: 8/09/2020 - 8/09/2021
Employee Theft - $10,000,000 Limit / $250,000 Retention
Premises - $10,000,000 Limit / $250,000 Retention
In Transit - $10,000,000 Limit / $250,000 Retention
Forgery - $10,000,000 Limit / $250,000 Retention
Computer Fraud - $10,000,000 Limit / $250,000 Retention
Funds Transfer Fraud - $10,000,000 Limit / $250,000 Retention
Money Orders & Counterfeit Currency Fraud - $10,000,000 Limit / $250,000 Retention
Client Card Fraud - $10,000,000 Limit / $250,000 Retention
Client - $10,000,000 Limit / $250,000 Retention
Expense - $250,000 Limit / NA
Social Engineering Fraud Coverage - $250,000 Limit / $250,000 Retention

Excess Crime Coverage:
Carrier: Great American Insurance Company
Policy #SAAE6066710000
Effective: 8/09/2020 - 8/09/2021
$20,000,000 excess of $10,000,000

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-7J410393-20-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: COBB COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS	ACCOUNTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 07-17-20 **ST ASSIGN:**

Paymentus | 13024 Ballantyne Corporate Place, Suite 400
Charlotte, NC 28277

Paymentus has authorized the individuals listed below as signatories with the powers to commit the organization to a binding agreement.

Jerry Portocalis, Senior Vice President

David Shapiro, Senior Vice President Client Operations

Mark Solan, Vice President Client Implementations

Dushyant Sharma
President and CEO

Affirmed to and subscribed before me this 29 day of August, 2019.

(Official Seal)

KATHRYN SWEDA-JOHNSON
NOTARY PUBLIC
Mecklenburg County, NC
My commission expires June 19, 2021

Notary Public

My commission expires June 19, 2021.

AMENDING AGREEMENT

Customer:	City of Oxnard CA
Customer Address:	300 W 3rd Street, Oxnard, CA 93030
Contact for Notices to Customer:	Eden Alomeri

This Amending Agreement is entered into as of the effective date below, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement dated December 30, 2020.

B - The parties now wish to amend the Master Services Agreement by updating the Schedule A.to include additional services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

[Signatures on the page to follow]

This Amending Agreement is being approved and executed by Licensee on an immediate need basis pursuant to Oxnard City Code Section 4-75 and will subsequently be presented to the Oxnard City Council for ratification. If the Oxnard City Council does not ratify this Amending Agreement, authority to perform work under this Amending Agreement will automatically terminate on the date that ratification is denied.

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

CITY OF OXNARD

John C. Zaragoza, Mayor — Date: 11/04/2021

Alexander Nguyen, City Manager — Date: 11/02/2021

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 11/1/2021

VENDOR/CONTRACTOR/CONSULTANT

Name — Date: 10/27/21

Title: Senior Vice President

Name — Date: 10/27/21

Title: Senior Vice President

The City requires the following for any contract:

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

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

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Utility Payments	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐

Note:

Average payment is $200.00. Maximum payment is $2,000.00.

Multiple transactions can be made.

Chargebacks and returned checks will be billed at $9.95 per item.

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Government Payments	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐

Note:

Average payment is $2,000.00. Maximum payment is $20,000.00.

Multiple transactions can be made.

Chargebacks and returned checks will be billed at $9.95 per item.

SCHEDULE B – ADDITIONAL PAYMENT SERVICES TO THE MASTER SERVICES AGREEMENT BETWEEN CLIENT AND PAYMENTUS

Paymentus Service Fee charged to the User will be based on one of the following table:

Encrypted Swipe Devices (optional)	
• SecureMag™ (Over-the-Counter)	Two (**2**) included at no cost; **$225.00** per device plus shipping & handling

Outbound Notifications (optional)
• Outbound Notifications include **4,000** (phone, email and/or text) messages per month; additional usage invoiced at **$0.20** per message.

Paymentus 11605 North Community House Road, Suite 300
Charlotte, NC 28277

AMENDMENT NO. 2
TO MASTER SERVICES AGREEMENT EFFECTIVE DECEMBER 30, 2020

This Amendment No. 2 ("Amendment") amends the Master Services Agreement effective as of December 30, 2020 which was amended by Amendment No. 1 dated November 2, 2021, (collectively the "Agreement") between City of Oxnard, CA ("Client") with a principal place of business located at 214 South C Street, Oxnard, CA 93030, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, NC 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment is effective at the time of the last to sign of the Parties ("Amendment Effective Date").

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties agree to amend the Agreement to convert from a Client Paid fee model to a User Paid fee model.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Amendment Effective Date as follows:

   1.1 Schedule A - Paymentus Service Fee Schedule ("Schedule A") of the Agreement is hereby deleted and the new Schedule A attached here to is substituted in lieu thereof.

2. Miscellaneous:

   2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.

   2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

   2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF OXNARD, CA

By: Jennifer Yates
Printed Name: Jennifer Yates
Title: Purchasing Manager
Date: 5/6/2024

PAYMENTUS CORPORATION

By: Peter Fanous
Printed Name: Peter Fanous
Title: Senior Vice President
Date: 5/2/2024

APPROVED AS TO FORM:
Stephen M. Fischer
City Attorney

Paymentus
11605 North Community House Road, Suite 300
Charlotte, NC 28277

Schedule A – Paymentus Fee Schedule

The Paymentus Fee will be as specified below, and will be paid by either Client ("Client Fee") or User ("User Fee") based on the identified Fee Model.

Payment Method	Payment Type	Paymentus Fee	Fee Model
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay, Amazon Pay, PayPal CFS and others as offered by Paymentus	Utility	$4.25 per payment	User Fee
	Non-Utility	2.95% per payment	
Credit, Debit Cards	Utility	$4.25 per payment	User Fee
	Non-Utility	2.95% per payment	
ACH/eCheck	Utility	$4.25 per payment	User Fee
	Non-Utility		
Chargeback and Return Check Fee		$9.95 per item	Client Fee

Payment Type	Average Bill Amount	Maximum Payment Amount
Utility	$200.00	$2,000.00
Non-Utility	varies	$20,000.00

Multiple payments may be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risk.

CONFIDENTIAL AND PROPRIETARY

Paymentus
11605 N. Community House Road, Suite 300
Charlotte, NC 28277

AMENDMENT NO. 3 TO MASTER SERVICES AGREEMENT

This Amendment No. 3 ("Amendment") amends the Master Services Agreement effective as of December 30, 2020 which was modified by Amending Agreement dated November 2, 2021 and Amendment No. 2 dated May 2, 2024 (collectively the "Agreement") between City of Oxnard, CA ("Client") with a principal place of business located at 214 South C Street, Oxnard, CA 93030 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment is effective at the time of the last to sign of the Parties ("Amendment Effective Date").

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties agree to amend the Agreement to update the Paymentus Fee Schedule, revise exclusivity, and extend the term to December 31, 2027.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Amendment Effective Date as follows:

1.1 Schedule A – Paymentus Fee Schedule ("Schedule A") of the Agreement is hereby deleted and the new Schedule A attached here to is substituted in lieu thereof.

1.2 The Parties agree to extend the term ("Term") of the Agreement to December 31, 2027 ("End Date"). Upon 180-days written notice, Client may terminate Services and the Agreement as of June 30, 2027 or the first day of any month thereafter prior to the End Date (such date the "Early Termination Date") and Client agrees to pay an early termination fee (the "Early Termination Fee") of $50,000.00. If Client elects an Early Termination Date later than June 30, 2027, the Early Termination Fee will be reduced by $8,000.00 for each month Client continues to use Paymentus prior to End Date. Any transactions processed after End Date will automatically renew this Agreement for an additional six (6) month period ("Renewal Term"). Any additional extensions requested of this Agreement will be for a minimum period of six (6) months.

1.3 Section 2.1 of the Agreement is hereby deleted and replaced with the following:

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The Payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services, with the exception of Non-Utility payments.

2. Miscellaneous:

CONFIDENTIAL AND PROPRIETARY
Paymentus legal | Revised 6.10.20

Paymentus
11605 N. Community House Road, Suite 300
Charlotte, NC 28277

2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF OXNARD, CA	**PAYMENTUS CORPORATION**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

CONFIDENTIAL AND PROPRIETARY
Paymentus legal | Revised 6.10.20

Paymentus
11605 N. Community House Road, Suite 300
Charlotte, NC 28277

Schedule A – Paymentus Fee Schedule

The Services will initially consist of the Services indicated in the following table. The Paymentus Fees ("Fees") are specified below, and will be paid by the Client ("Client Fee"), unless Client designates as a User Fee ("User Fee"). Client directs Paymentus to implement the Fees set forth below:

Payment Method	Payment Type	Paymentus Fee	Fee Model
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay, PayPal CFS and others as offered by Paymentus	Utility	$3.95 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
Credit, Debit Cards	Utility	$3.95 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
ACH/eCheck	Utility	$0.50 per Payment	User Fee
	Non-Utility	2.95% of the Payment Amount	
Chargebacks and Return Check Fee		$9.95 per item	Client Fee

Payment Type	Average Bill Amount	Maximum Payment Amount
Utility	$200.00	$5,000.00
Non-Utility	Varies	$20,000.00

Client shall comply with all program rules, network rules and applicable laws in connection with Client's assessment of the Fees set forth above. Multiple Payments may be made. Paymentus may apply different limits per Payment for User adoption or to mitigate risk.

CONFIDENTIAL AND PROPRIETARY
Paymentus legal | Revised 6.10.20

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a five-year agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

BACKGROUND

For many years the City has accepted payment for utility services, business licensing, parking and other fees / services via credit / debit card and e-check in addition to more traditional methods of payment. In order to offer payment by credit / debit card and e-Check, the city must maintain agreements with credit card processing companies who manage the transactions between the customer and city bank accounts. Paymentus is the current credit card merchant services provided for utility billing and billing and business licensing payments. On February 20, 2024, Staff informed Council of the need to contract with Tyler in order to continue to offer these payment services as the City continues to implement the Tyler Enterprise Resource Planning (ERP) software.

DISCUSSION

The City continues to implement new ERP software as part of the multi-year ERP project, with this new software owned and maintained by Tyler Technologies, Inc. The City was informed by Tyler in the last twelve months that they will cease to support the City's current payment processor, Paymentus, choosing instead to offer its customers with its own payment processing service that fully integrates with the Tyler software.

This agreement would initially enable the City to accept credit and debit card payments for the lunching of the Tyler Enterprise Planning and Licensing (EPL) phase of the ERP project, anticipated to go live in summer 2025, and would allow a number of miscellaneous fees and charges invoiced via general billing in the City's main ERP system, such as special event permits, alcohol compliance fees, rental invoices, emergency response reimbursements and other miscellaneous items in a Payment Card Industry Data Security Standard (PCI) compliant manner as currently these fees can only be paid via cash or check. Furthermore, this agreement will ensure that the City is able to continue to offer these payment services with a fully integrated and supported vendor when the City launches the Tyler Utility Billing module in late 2027.

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

Under this agreement, and in line with Council direction provided in July 29, 2021, further updated on February 20, 2024 any processing fees payable to Tyler for payment processing services, including the fees earned by the credit card providers themselves (Visa / Mastercard) are charged by the payment processor directly to the individual or organization that chooses to make payment using credit / debit or e-check.

The timing of these customer charges will depend on when the City implements each of the remaining ERP phases and then interfaces with Tyler Payments to provide payment processing services. There are no plans to integrate Tyler Payments with the City's legacy systems.

When the City launches Tyler Enterprise Planning and Licensing (anticipated Summer 2025)

- Customers who choose to pay for their business license, planning permit or general bill will be charged a service fee of 3.75%, with a minimum charge of $2.50.
- e-Checks will be $1.00 per transaction.

When the City launches Tyler Utility Billing (anticipated to be late 2027)

- Customers who choose to pay their utility bill via credit / debit card will be charged a service fee of 2.95% of the transaction, with a minimum charge of $2.50.
- e-Checks will be $1.00 per transaction.

This agreement does include pricing for two physical card processors (card readers) that may be purchased during the term of this agreement. There are sufficient appropriations within the City's operating budget to cover this minor expense. The City has already purchased card readers that will integrate with Tyler Payments, purchased under separate ERP agreement A-8767.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Oxnard Payments Quote
2. Tyler Payment Processing Agreement A-8584

Quoted By:	Karen Grosset
Quote Expiration:	08/25/25
Quote Name:	City of Oxnard - ERP/EPL - Payments
Quote Description:	Passing Model

Sales Quotation For:

City of Oxnard
c
Oxnard CA 93030-5730

Shipping Address:

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise ERP Payments									
General Billing		2.95%	$ 2.50				X	X	
Utility Billing		2.95%	$ 2.50				X	X	X
Enterprise Permitting & Licensing Payments									
Community Development (Permitting)		3.75%	$ 2.50				X	X	
Community Development (Planning)		3.75%	$ 2.50				X	X	
Payments - Other Fees									
Enterprise ERP									
Credit Card Chargebacks	$ 15.00								
eCheck Rejects	$ 5.00								
Payer eCheck Cost	$ 1.00								

Enterprise Permitting & Licensing	
Credit Card Chargebacks	$ 15.00
eCheck Rejects	$ 5.00
Payer eCheck Cost	$ 1.00

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
IVR Cost	Additional $0.50 per transaction on top of Card and eCheck Fee.
Payer eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments	Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	2	$ 529.00	$ 0.00	$ 1,058.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	2	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 360.00
TOTAL				**$ 1,058.00**			**$ 360.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 0.00

Total Third-Party Hardware, Software, Services	$ 1,058.00	$ 360.00
Summary Total	**$ 1,058.00**	**$ 360.00**
Contract Total	**$ 1,418.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 0% Client and 0% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Payment Processing Agreement

This Payment Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the City of Oxnard, California (the "Merchant").

1. ACKNOWLEDGEMENTS

a. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

c. To the extent elected in the Investment Summary attached hereto as Exhibit C, Tyler will provide Merchant with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant's Originating Depository Financial Institution (ODFI) as agreed to in the Investment Summary. ACH Transactions and Card Transactions may collectively be referred to as "Transactions."

2. MEMBER BANK AGREEMENT REQUIRED

a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler. If Merchant accepts American Express, then Merchant agrees that the terms of Exhibit A shall apply.

b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.

c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for ACH Transactions shall be paid by Merchant in accordance with the Member Bank Agreement.

d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

a. Investment Summary. Merchant agrees to pay Tyler the fees set forth in or attached to the Investment Summary for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Investment Summary. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit B attached hereto and incorporated herein.

b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Investment Summary.

c. Payment of Fees.

i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Investment Summary and will be charged at the time of the transaction to be

deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.

ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Investment Summary, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees (e.g. hardware, maintenance, etc.), Tyler shall invoice Merchant as set forth in the Investment Summary. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

iii. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Investment Summary to the end user. Unless otherwise set forth in the Investment Summary, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by

law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

8. REPRESENTATIONS AND WARRANTIES

a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

b. Compliance with Laws and PCI DSS. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations. Merchant shall comply with PCI DSS version 4.0 and any more current versions or amendments thereto,

including, without limitation, any relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.

c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.

d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.

f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant.

b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association

Rules including without limitation any election to apply custom fee structures or customer surcharges.

c. Intellectual Property.

i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter

imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Investment Summary; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b). Notwithstanding the foregoing, Tyler may elect to cease providing payment processing services upon the termination or expiration of Tyler's other agreement with Merchant to provide Tyler software or services.

b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).

i. For purposes of this Section, "Cause" means either:

A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

C. breach of Section 7; or

D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Investment

Summary) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.

g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to

the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.

o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.

b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

f. Member or Member Bank means an entity that is a member of the Associations.

g. Investment Summary means a document listing the pricing associated with this Processing Agreement.

h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.

k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

[Signatures on next page]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

City of Oxnard, California

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

_____ _____

Lourdes A. López, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

_____ _____

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

Exhibit A

American Express Sponsored Merchant Terms ("SMT")

1. Compliance. If Merchant, also referred to herein as "Sponsored Merchant," accepts American Express cards as a form of payment processed through Tyler's electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.

2. Merchant Operating Guide. Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.

3. Re-directing Prohibited. Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.

4. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.

5. Third-Party Beneficiaries. Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.

6. Definitions. Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

Exhibit B

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the "Processing Agreement").

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

    a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Investment Summary and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Investment Summary.

    b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Investment Summary) ("Equipment") to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.

    c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Investment Summary. If an address for delivery is not expressly designated in the Investment Summary, such Equipment will be delivered to Merchant's address otherwise set forth in the Investment Summary. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.

    d. Rights and Restrictions. Tyler shall process payments received from Merchant's Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler's designee into the Payment Services Devices. Merchant agrees that all of Merchant's over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant's business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii)

all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.

e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED
Tyler will sell to Merchant the Equipment identified in the Investment Summary, free and clear of all liens and encumbrances, expect that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

a. Tyler will rent to Merchant the Equipment identified in the Investment Summary, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Investment Summary or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of $250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.

b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.

c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.



Exhibit C
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Processing Agreement. This Investment Summary is effective as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Agreement 32500458 with Carollo Engineers, Inc. for a Biosolids Master Plan.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed $423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

BACKGROUND

The City of Oxnard Water Resource Recovery Facility (WRRF) is a secondary treatment facility with anaerobic digestion and an in-plant cogeneration system that utilizes the digester biogas to produce electricity and provide heat for the digesters.

The anaerobically digested biosolids are dewatered using belt filter presses. The dewatered biosolids are transported to a composting facility by a third party. The cogeneration facility, built in 1975, generates electrical power with three engine-driven generators. The engines are original and require major rebuilding approximately every 7-10 years. The units are becoming increasingly unreliable. Cogen engine #3 experienced a failure beyond repair and was permanently taken offline in the summer of 2024.

The Project scope is to develop a detailed and comprehensive Biosolids Master Plan (BMP) that will be used as a roadmap for future improvements. It is intended that the BMP will incorporate new technologies, consider future regulations, and improve current biosolids and biogas production practices. The BMP will explore options for treating, using, and disposing of biosolids, as well as for producing and utilizing biogas. The goal is to identify sustainable, cost-effective, and environmentally friendly strategies and technologies that meet current and future regulatory standards.

DISCUSSION

On December 3, 2024, the Purchasing Department released a Request for Proposal (RFP) PW 25-50 for Biosolids Master Plan. The RFP was directly sent to nine potential firms and published on www.PublicPurchase.com as well as the City's Purchasing website. The solicitation closed on January 6, 2025, where one proposal was received from the following consultant:

- Carollo Engineers, Inc. (Carollo)

An evaluation team consisting of Wastewater staff (Division Manager, Operations Manager, Chief Plant Operator, and Project Engineer) reviewed the proposal and determined Carollo to be qualified based on comprehensive scoring criteria,

including company profile, assigned staff, experience, approach and overall responsiveness. Additionally, the awarded consultant meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

Selecting Carollo to develop the Biosolids Master Plan for the WRRF is an excellent choice due to their extensive experience in developing BMPs not only in California but across the country. Their broad expertise in wastewater treatment and biosolids management ensures they bring a wealth of knowledge and innovative solutions to the table. In addition to their nationwide experience, Carollo has a strong history with the Wastewater Division, having successfully completed several key projects, including the Fats, Oils, and Grease Study, the Public Works Integrated Master Plan, a study for utilizing temporary boilers, and the Anaerobic Digester Study. The Anaerobic Digester Study was recognized with a Dr. Jenkins Research Achievement Award by the California Water Environment Association. This proven track record of collaboration and expertise makes Carollo a good fit for developing a comprehensive and effective Biosolids Master Plan. The work involved in this project is highly specialized and requires technical expertise beyond the capabilities of City staff. Hiring a consultant with the appropriate knowledge and experience will ensure successful project completion.

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 Carollo for developing a Biosolids Master Plan shall not exceed $423,422 over the two-year term if extended. Funding for this Agreement has been programmed and is available in the Fiscal Year 2024-25 Adopted Budget from the Wastewater Operating Fund (611). Funding for subsequent fiscal years will be requested through the annual budget process.

Estimated Spending Plan 6113610-53200		
FY 24-25	**FY 25-26**	**TOTAL**
$80,000	$343,422	$423,422

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst

ATTACHMENTS

1. Agreement 32500458

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Carollo Engineers, 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. **[INTENTIONALLY OMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   This agreement is for the development of a detailed and comprehensive Biosolids Master Plan that will be used as a roadmap for future improvements for the Oxnard Water Resource Recovery Facility. The plan shall evaluate current biosolids and digester gas management practices, identify and assess alternatives for the treatment, utilization and disposal of biosolids and digester gas, develop recommendations for short-term and long-term strategies, provide financial analysis for each alternative including capital, operational and life cycle costs, and ensure compliance with all relevant local, state and federal regulations.

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.

   Carollo Engineers, Inc. a corporation of the State of Delaware, located at 2795 Mitchell Drive, Walnut Creek, California 94598

4. **TERM OF AGREEMENT:** From: May 6, 2025 To: May 5, 2026

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (1) 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: $423,422.00

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
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: [RESERVED]
Exhibit E: Living Wage Policy
Exhibit F: Prevailing 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
Name: Jan Hauser Title: Wastewater Division Manager Phone: (805) 271-2205 Email : jan.hauser@oxnard.org Address: 6001 Perkins Road Oxnard, CA 93030	Name: Rashi Gupta Title: Senior Vice President Phone: (714) 788-1925 Email: rgupta@carollo.com Address: 707 Wilshire Blvd, Suite 3290 Los Angeles, CA 90017

8. CONTRACTUAL PREREQUSITIES. 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.

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.

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: **pwinvoices@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. **[RESERVED]**

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 T 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 A 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 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 E" 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. PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
B. 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.

C. 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 Consultant.

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

_____ _____
☐Luis Mc Arthur, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

CAROLLO ENGINEERS, INC.

_____ _____
Rashi Gupta, Senior Vice President Date

_____ _____
Michael Barnes, Secretary [3] Date

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.
[2] The Purchasing Agent may execute any authorized agreement up to $220,000.
[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

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

SCOPE OF SERVICES

PROJECT MANAGER: Jan Hauser, Wastewater Division Manager, jan.hauser@oxnard.org, (805) 271-2205

Scope of Services

TASK 1 Project Management

Consultant shall provide all of the professional and technical support services required to manage, coordinate, and track the project efforts; provide progress updates to the City; and ensure proactive participation by the City in the Project. The project management's responsibilities include, but are not limited to:

1. Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
2. Schedule. Consultant shall develop a project schedule at the beginning of the project. The project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
3. Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and PWInvoices@Oxnard.org.
4. Reporting. Consultant shall prepare and distribute monthly reports with the monthly invoice. Monthly reports should briefly describe the work completed during the invoice period; projected work to be completed in the next month; data needs; issues or outstanding items affecting the project; and budget summary.
5. Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Meetings.
    a. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's wastewater staff to verify the Project scope and approach. The kickoff meeting will be in person and include a site visit. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant

shall prepare and distribute meeting minutes within five (5) business days of the meeting.

b. Progress Meetings. Consultant shall attend monthly virtual meetings for the duration of the project which is estimated to take approximately twelve months. The Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes following the meeting with a complete action tracking log.
c. Workshops. Consultant shall plan up to four (4) workshops during the Project. The workshops will be held virtually. The Consultant shall develop workshop slides and agenda prior to the workshops and meeting minutes following the workshops.
    - Workshop 1 – Regulatory Review, Current Operations, Biogas and Biosolids Projections
    - Workshop 2 – Biosolids and Biogas Alternatives Screening
    - Workshop 3 – Biosolids and Biogas Alternatives Evaluation Findings
    - Workshop 4 – Integrated Resource Recovery Plan

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

Deliverables

- Project Schedule
- Monthly detailed invoice with Monthly Summary Report
- Meeting Agendas and Minutes
- Workshop Slides, Agendas, and Minutes

TASK 2 Regulatory and Environmental Review

The Consultant shall review current and anticipated regulations related to biosolids and biogas management at the local, state, and federal levels. Identify any upcoming changes that may impact WRRF's operations, including but not limited to:

- Air Pollution Control District
- Standards for the Use or Disposal of Sewage Sludge (40 CFR 503)
- SB 1383
- Greenhouse gas

Deliverables

Regulatory and Environmental Review Report

TASK 3 Data Review, Current Operations and Future Projections

The Consultant shall collect and review all relevant data on existing biosolids and digester gas management operations, including flow process diagrams, operational data, and regulatory requirements.

- Conduct a detailed assessment of the current biosolids and digester gas management process. Assess biogas production rates, biogas utilization (e.g., combined heat and power, flaring), and system performance. Assess current biosolids handling processes, including dewatering, stabilization, storage, and final disposal or reuse.
- Identify any operational, regulatory, or environmental challenges associated with the current practices.
- Determine future biosolids and biogas production over the planning period of 20 years. The Consultant will leverage prior work completed for the City to develop the solids and biogas projections, unless there are changes in process or City intention that negates the past results or approach.

Deliverables

- Information request
- Future biosolids and biogas production
- Summary of current operations and projections

TASK 4 Biosolids Management Alternatives Evaluation

- Alternative Treatment Technologies: Evaluate various solids treatment technologies, such as advanced digestion, thermal hydrolysis, composting, and other innovative processes. Assess the potential for nutrient recovery, pathogen reduction, and product quality
- End-Use and Disposal Options: Explore alternative end-use options for biosolids, including land application, landfilling, and beneficial reuse.
- Biosolids Management Alternatives Screening: Screen the solids treatment technologies to up to four (4) alternatives for evaluation.
- Biosolids Management Alternatives Evaluation: Conduct a cost and non-financial evaluation of the biosolids management alternatives. For each alternative, develop:
    - Treatment technology description, preliminary system sizing, site layout, and process flow schematic.
    - Biosolids product description and potential end-use options.
    - Class 5 capital cost estimates, 20-year O&M cost estimates, and life-cycle costs. The costs shall include both the solids treatment and biosolids products end-use.
    - Consideration of non-financial criteria, such as social and environmental impacts and benefits, and adaptability to future regulatory and market drivers. Include a quantitative greenhouse gas evaluation of the biosolids management alternatives.

Deliverables

- Biosolids Management Alternatives Evaluation Report

TASK 5 Biogas Management Alternatives Evaluation

- Biogas Utilization Options: Assess alternatives for biogas utilization, including combined heat and power systems, direct biogas use (e.g., in boilers), and biogas upgrading technologies.
- Energy Recovery and Efficiency: Evaluate opportunities to enhance energy recovery from biogas, improve system efficiencies, and reduce flaring.
    - Biogas Management Alternatives Screening: Screen the biogas management alternatives to up to four (4) alternatives for evaluation.
    - Biogas Management Alternatives Evaluation: Conduct a cost and non-financial evaluation of the biogas management alternatives. For each alternative, develop:
        - Biogas utilization technology description, preliminary system sizing, site layout, and process flow schematic.
        - Class 5 capital cost estimates, 20-year O&M cost estimates, and life-cycle costs. The costs shall include the costs for utilizing the biogas and the revenues or savings from reduced electricity imports, sale of renewable natural gas, and financial incentives such as IRA funding and RIN and LCFS credits, as applicable.
        - Consideration of non-financial criteria, such as social and environmental impacts and benefits, and adaptability to future regulatory and market drivers. Include a quantitative greenhouse gas evaluation of the biogas management alternatives.

Deliverables

- Biogas Management Alternatives Evaluation Report

TASK 6 INTEGRATED RESOURCE RECOVERY PLAN

- Scenario Development: Develop and model various scenarios that integrate biosolids treatment and biogas utilization alternatives. Evaluate the synergy between biosolids and biogas management strategies.
- Optimization Analysis: Optimize resource recovery options by analyzing the interdependencies between biosolids management, biogas production, and energy recovery. Consider factors such as scalability, operational flexibility and long-term sustainability.
- Power BI dashboard: Develop a Power BI dashboard to support the scenario development and optimization analyses described above. The dashboard will allow the City to better visualize necessary capital allocations over time, conduct sensitivity analysis, and assess the impacts of changes in schedule.
- Implementation Plan: Develop an implementation roadmap and timeline to phase in the recommended biosolids and biogas management strategies.

Deliverables

- Integrated Resource Recovery Scenarios Report
- Power BI Dashboard

TASK 7 FINAL REPORT AND RECOMMENDATIONS

- Draft Report: Prepare a draft Biosolids Master Plan report that includes the evaluation of alternatives, recommended strategies, implementation plans, and a roadmap for future improvements.
- Review and Revisions: Present the draft report for review.
- Final Report: Submit the final Biosolids Master Plan, including recommendations for biosolids and biogas management, cost estimates, and an implementation timeline.

Deliverables

Draft and Final Biosolids Master Plan Report

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

SCHEDULE OF COMPENSATION

TASK	WORK ELEMENT	Senior Project Manager/Project Director/Tech Advisor	Project Manager	Supervising Professional	Professional	Staff Professional	Designer	Document Processing	Total Hours	Total Labor	Subconsultant	Other Direct Costs	Total
1	**Project Management & Meetings**												
	Communication and QA/QC Plan	1	4	8					13	$ 4,140	$ -	$ -	$ 4,140
	Monthly Invoices and Progress Reports	6	12						18	$ 6,120	$ -	$ -	$ 6,120
	Monthly Progress Meetings	9	24	30					63	$ 20,370	$ -	$ -	$ 20,370
	Kick-off Meeting and Site Visit (On-site)	13	13	26		8		2	62	$ 18,730	$ -	$ 2,684	$ 21,414
	Workshops (4, remote)	14	16	40	0	32		8	110	$ 30,240	$ -	$ -	$ 30,240
	Total - Task 1	43	69	104	0	40	0	10	266	$ 79,600	$ -	$ 2,684	$ 82,284
2	**Regulatory and Environmental Review**												
	Review biosolids regulations		4	4		16			24	$ 5,860	$ -	$ -	$ 5,860
	Review air quality regulations		4	4		16			24	$ 5,860	$ -	$ -	$ 5,860
	Review greenhouse gas regulations		2			8			10	$ 2,320	$ -	$ -	$ 2,320
	Draft TM	4	8			16		8	36	$ 8,640	$ -	$ -	$ 8,640
	Final TM	1	2			2	1	2	8	$ 1,915	$ -	$ -	$ 1,915
	Total - Task 2	5	20	8	0	58	1	10	102	$ 24,595	$ -	$ -	$ 24,595
3	**Data Review, Current Operations, and Future Projections**												
	Assess current biosolids management and identify challenges	1	2	4	6				13	$ 3,660	$ -	$ -	$ 3,660
	Assess current biogas management and identify challenges	1	2	4	6				13	$ 3,660	$ -	$ -	$ 3,660
	Determine biosolids and biogas projections	1	2	8	16	8			35	$ 8,620	$ -	$ -	$ 8,620
	Draft summary of current operations and projections	4	2	6	8	4	2	4	30	$ 7,420	$ -	$ -	$ 7,420
	Final summary of current operations and projections	1	1	1	2	2	1	2	10	$ 2,320	$ -	$ -	$ 2,320
	Total - Task 3	8	9	23	38	14	3	6	101	$ 25,480	$ -	$ -	$ 25,480
4	**Biosolids Management Alternatives Evaluation**												
	Assess treatment technology and end-use options	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Screen biosolids management alternatives	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Develop alternative concepts (sizing, site layout, process schematic)	4	4	16	12	12	16		64	$ 15,340	$ -	$ -	$ 15,340
	Estimate capital costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate O&M costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate life-cycle costs	1	1	4	8	12			26	$ 6,120	$ -	$ -	$ 6,120
	Non-financial evaluation (social, environmental, etc.)	2	2	6	8	16			34	$ 8,230	$ -	$ -	$ 8,230
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 4	24	20	64	96	125	19	10	368	$ 85,960	$ -	$ -	$ 85,960
5	**Biogas Management Alternatives Evaluation**												
	Assess biogas utilization options	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Screen biogas utilization alternatives	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Develop alternative concepts (sizing, site layout, process schematic)	4	4	16	12	12	16		64	$ 15,340	$ -	$ -	$ 15,340
	Estimate capital costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate O&M costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate life-cycle costs	1	1	4	8	12			26	$ 6,120	$ -	$ -	$ 6,120
	Non-financial evaluation (social, environmental, etc.)	2	2	6	8	16			34	$ 8,230	$ -	$ -	$ 8,230
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 5	24	20	60	88	117	19	10	338	$ 81,340	$ -	$ -	$ 81,340
6	**Integrated Resource Recovery Plan**												
	Develop integrated biosolids and biogas management scenarios	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Optimization analysis	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Develop implementation roadmap and timeline	2	2	4	8	16	8		40	$ 8,640	$ -	$ -	$ 8,640
	Power BI dashboard	4	4	16	20	20			64	$ 15,100	$ -	$ -	$ 15,100
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 6	19	15	46	72	81	11	10	254	$ 61,450	$ -	$ -	$ 61,450
7	**Final Report and Recommendations**												
	Develop executive summary	1	2	6	12	12	4		37	$ 8,610	$ -	$ -	$ 8,610
	Draft Report	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final Report	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 7	10	7	16	24	25	7	10	99	$ 23,820	$ -	$ -	$ 23,820
8	**As-Needed Services. Prior approval from Project Manager required**												$ 38,493
	STAFF TOTAL	133	160	321	318	460	60	66	1,518				
	RATE	$340	$340	$305	$220	$205	$165	$160					
	COST TOTAL	$ 45,220	$ 54,400	$ 97,905	$ 69,960	$ 94,300	$ 9,900	$ 10,560		$ 382,245	$ -	$ 2,684	$ 423,422

CAROLLO ENGINEERS, INC.
SCHEDULE OF COMPENSATION

As of January 1, 2025

For the City of Oxnard Biosolids Master Plan

Billing Classification	Hourly Rate
Engineers/Scientists	
Senior Project Manager	$ 340.00
Project Manager	$ 340.00
Senior Design Manager	$ 340.00
Senior Program Manager	$ 340.00
Program Manager	$ 250.00
Principal Professional	$ 335.00
Service Delivery Lead	$ 350.00
Supervising Professional	$ 305.00
Design Manager II	$ 300.00
Design Manager I	$ 270.00
Senior Professional	$ 255.00
Lead Professional	$ 240.00
Professional	$ 220.00
Staff Professional	$ 205.00
Engineering Intern	$ 115.00
Senior Analyst	$ 260.00
Lead Analyst	$ 240.00
Digital Analyst	$ 220.00
Staff Analyst	$ 195.00
Technicians	
Senior Designer	$ 260.00
Supervising Designer	$ 250.00
Lead Designer	$ 230.00
CAD/BIM Technician II	$ 225.00
CAD/BIM Technician I	$ 155.00
BIM Designer 3	$ 230.00
BIM Designer 2	$ 220.00
BIM Designer 1	$ 205.00
Designer	$ 165.00
Staff Designer	$ 165.00
Senior Drafter	$ 160.00
CAD Drafter	$ 150.00
Support Staff	
Lead Document Processor	$ 210.00
Document Processing II	$ 175.00
Document Processing I	$ 160.00
Other Direct Expenses	
Travel and Subsistence	Cost + 10%
Mileage	at current IRS Reimbursement Rate
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, 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.

INS-A

[SEE NEXT PAGES]

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.

3/25

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % 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		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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.

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

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

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

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

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

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

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. 3/25

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, 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 E. 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, 2025, 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.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: May 6, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: 2025-2029 Ventura County Regional Consolidated Plan, 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments regarding the 2025-2029 Ventura County Regional Consolidated Plan, the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development;
2. Approve the 2025-2029 Ventura County Regional Consolidated Plan and the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice;
3. Authorize the City Manager, or his designees, to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan, the Ventura County Regional Analysis of Impediments to Fair Housing Choice, and 2025-2026 Annual Action Plan;
4. Approve the 2025-2026 Annual Action Plan and incorporate the final HUD allocations into the Plan and authorize the budget appropriations to fund the administration and activities in the Plan;
5. Authorize the City Manager, or his designees, to make any budgetary adjustments within ten percent, or $200,000, whichever is greater – per the Citizen Participation Plan of the proposed budget in the 2025-2026 Annual Action Plan that is approved by City Council; and
6. Authorize the City Manager, or his designees, to execute HUD agreements and sign all agreements for the implementation of the Ventura County Regional Consolidated Plan, Ventura County Regional Analysis of Impediments to Fair Housing Choice, and Annual Action Plan including subrecipient, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ClHcikKEsR0

BACKGROUND

The City of Oxnard receives three entitlement grants from the United States Department of Housing and Urban Development (HUD) – the Community Development Block Grant (CDBG), the HOME Investment Partnerships Act program (HOME), and the Emergency Solutions Grant (ESG) on an annual basis. To receive the three entitlement grants, the City of Oxnard must prepare, submit, and receive approval of a Consolidated Plan, an Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice before funds are disbursed. Below is more information on the required plans and entitlement grants.

Ventura County Regional Consolidated Plan and Annual Action Plan

HUD approved the City of Oxnard's participation in the five-year, 2020-2024 Ventura County Regional Consolidated Plan (Regional Consolidated Plan), that assessed the housing and community development needs of all incorporated cities and the unincorporated areas of the Ventura County. The County of Ventura served as the lead agency. This was Oxnard's first involvement with the Regional Consolidated Plan. Prior to the involvement in the Ventura County Regional Consolidated Plan, the city conducted its own Consolidated Plans.

A Consolidated Plan must consist of the following:

1. A detailed description of the consultation and citizen participation undertaken to collect information from residents and stakeholders.
2. A needs assessment that analyzes needs related to affordable housing, special needs housing, community development and homelessness.
3. A market analysis that examines demographics, the supply of affordable housing, the regional housing market, and other conditions that impact community needs and the programs that address these needs.
4. A strategic plan that identifies specific goals for the City of Oxnard based on the highest priority needs.

The Regional Consolidated Plan also includes the City of Oxnard's Annual Action plan for the first year of the plan, which describes the planned investment of federal resources to implement specific activities that meet the year's strategic goals.

Analysis of Impediments to Fair Housing Choice
The City of Oxnard also partnered with the County of Ventura and surrounding cities, in the production of the Analysis of Impediments to Fair Housing Choice (AI). The AI provides communities with an opportunity to examine progress toward the goals of eliminating housing discrimination and providing current and future residents access to housing opportunities.

An AI must consist of the following:

1. An analysis of fair housing issues. Fair housing issues can include local or regional segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing.
2. After conducting the data analysis and identifying the fair housing issues, a list of contributing factors is developed. A contributing factor is a factor that creates, contributes, perpetuates or increases the severity of one or more fair housing issues.
3. For each fair housing issue and its contributing factors, the jurisdiction must then develop a list of fair housing goals. A fair housing goal is a specific meaningful action that can reasonably be expected to achieve material positive change that affirmatively further fair housing by increasing fair housing choice or decreasing disparities in access to opportunity.

The AI is developed and submitted along with the Regional Consolidated Plan every five years.

HUD Entitlement Grant Programs
Below is a brief narrative of the three entitlement grants received annually.

Community Development Block Grants
The Community Development Block Grant (CDBG) supports low- and moderate-income persons by providing decent housing, suitable living environments and expanding economic opportunities. Eligible CDBG activities include: park improvements, alley and street improvements, facility improvements, homeownership assistance, housing rehabilitation, economic development, and public services that benefit low- and moderate-income residents.

HOME Investment Partnerships Program
The HOME Investment Partnerships Program (HOME) supports low-income persons with expanded housing opportunities. Eligible HOME activities include: rental housing, homeowner rehabilitation, homebuyer programs and tenant-based rental assistance.

Emergency Solutions Grant

The Emergency Solutions Grant (ESG) supports moving homeless persons into stable housing with supportive services, with the goal of self-sufficiency. Eligible ESG activities include: street outreach, emergency shelter operations, rental assistance and supportive services.

DISCUSSION

The current Regional Consolidated Plan expires June 30, 2025. In preparation for the plan expiring, the County of Ventura, serving as the lead agency, along with all incorporated cities and unincorporated areas of Ventura County, issues a joint Request for Proposal. They invited qualified organizations to submit proposals for the preparation of the 2025-2029 Consolidated Plan and Analysis of Impediments to Fair Housing Choice. Three (3) proposals were submitted by the following organizations: MDG Associates, Incorporated (MDG), TDA Consulting, Incorporated and Veronica Tam and Associates, Incorporated.

After a thorough review of all proposals, MDG was selected. MDG has over thirty-four (34) years of experience providing consulting services to government agencies, with a focus on planning and administering programs funded by HUD.

Citizen Participation
As part of the development, MDG led community outreach in an effort to provide an opportunity for citizens, non-profit organizations and other stakeholders to help define priorities for addressing local community needs. Robust county-wide outreach was completed by way of community meetings and surveys. In total, sixty-two (62) Oxnard residents or stakeholders participated in the development of the Consolidated Plan and AI.

A copy of the Citizen Participation Plan is attached to this report (Attachment 1).

2025-2029 Ventura County Regional Consolidated Plan
To develop the 2025-2029 Ventura County Regional Consolidated Plan (Regional Consolidated Plan), qualitative and quantitative data was gathered through citizen and stakeholder participation, a market analysis, and an assessment of local data.

The plan puts forth the following regional goals to meet high-priority needs:

1. Improve the supply of affordable housing.
2. Increase and improve social services.
3. Work to end homelessness.
4. Create and maintain quality neighborhoods.
5. Promote economic development.
6. Effective administration.

A copy of the Regional Consolidated Plan is attached to this report (Attachment 2).

2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice
The 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice (AI) drew from much of the work that was completed as part of the 2021-2029 Housing Element. As part of the state-mandated Housing Element, California jurisdictions must conduct a fair housing assessment that includes an analysis of fair housing issues, identify the factors that contribute to those issues and meaningful actions to affirmatively further fair housing. The AI put forth numerous fair housing goals to address the four (4) fair housing issues identified in the plan.

Listed below are some of the goals identified in the plan.

1. Facilitate the creation of affordable housing in high resource areas.
2. Distribute information regarding fair housing, tenant rights, rehabilitation loans, first-time home buyers and Section 8 programs.
3. Actively recruit residents from neighborhoods of concentrated poverty to serve or participate on boards, committees and other local government bodies.
4. Prioritize green infrastructure investment in areas of concentrated poverty.

5. Encourage the construction of ADU's.

A copy of the AI is attached to this report (Attachment 3).

2025-2026 Annual Action Plan
Each year, the City of Oxnard must submit an Annual Action Plan (AAP) which serves as an application for its three entitlement grant programs referenced above. The AAP identifies specific activities, goals and funding allocations for the year.

The City of Oxnard is expected to receive an award of $1,888,317 in CDBG, $535,916 in HOME, and $175,122 in ESG in fiscal year 2025-2026. In addition, the Housing Department estimates program income in the amount of $100,000 from CDBG, and $150,000 from HOME, which will increase the total allocation to $2,849,355. These are estimates until HUD provides the actual award allocations. Staff will adjust the subawards in accordance to the actuals received.

CBDG Program Funding
The estimated allocation and program income is $1,988,317. The use of funds will be capped according to the HUD regulations for: (1) Administration and Planning - no more than 20%, or $397,663 and (2) Public Services up to 15%, or $298,247. The balance of $1,292,407 will be distributed as Public Improvements and Other Programs in the Annual Action Plan.

ESG Program Funding
The estimated allocation is $175,122. The use of funds will be capped according to the HUD regulations for: (1) Administration and Planning - no more than 7.5% or $13,134 and (2) Emergency Shelter and Street Outreach cost is no more than 60%, or $105,073. The balance of $56,915 will be distributed for Homeless Prevention, HMIS, and Rapid Re-Housing eligible activities, as detailed in the Annual Action Plan.

HOME Program Funding
The estimated allocation and program income is $685,916. The uses of funds will be capped according to the HUD regulations for: (1) HOME Administration and Planning costs are no more than 10% or $68,591 and (2) Community Housing Development Organization (CHDO) - cost is no more than 15% of the allocation (not including program income), or $80,387. The balance of $536,938 will be distributed to an affordable housing project as gap financing. Unlike the above grants, a specific application window is not opened for this grant. Rather, developers are asked to apply when projects are ready for funding.

A copy of the AAP is attached to this report (Attachment 4).

Annual Action Plan Funding Recommendations
Annually, the Housing Department issues a Notification of Funding Availability (NOFA) for non-profits and city departments to apply for CDBG and ESG funding. In order to apply, proposers are required to attend a mandatory workshop to learn about the application process and federal regulations. Applications were received from February 3, 2025 through March 3, 2025.

The Housing department received nineteen (19) CDBG applications and six (6) ESG applications. CDBG Public Service applicants cumulatively requested $659,000, while the total funding available in this category is $298,247. The Public Improvements and Other Programs CDBG applicants requested $2,169,432, while the total funding available in this category is $1,292,407.

ESG applicants cumulatively requested a total of $303,170, while the total funding available is $161,988.

In addition to recommending funding for the allowed Administration and Planning percentages to both CDBG and ESG, Staff recommends awarding ten (10) CDBG applications and three (3) ESG applications funding. A list of the applications (Attachment 5) and funding recommendations (Attachment 6) is attached to this report.

Public Hearings
On December 18, 2024, staff conducted the first of two public hearings required for the adoption of the three plans. The first public hearing provided the community with an overview of the three plans, shared data and initial findings and

offered the community an opportunity to provide input. The second public hearing is scheduled for May 6, 2025, during the City Council meeting.

There is a 30-day public comment period for members of the public to comment on all three documents. The comment period is scheduled for April 4, 2025 to May 6, 2025. Public comments will be accepted up to the City Council's closing of the public hearing. The drafts of the Regional Consolidated Plan, AI and AAP are available electronically on the City of Oxnard Housing Department, Grants Management website.

Submitting the Plans to HUD
If the City Council approves the recommended action, staff will submit all three plans to HUD for approval. The plans are typically due to HUD on May 17, 2025. However, due to federal budget delays, MDG is recommending to hold off submission until HUD's budget is finalized, and the City is notified of its allocation.

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

Funds identified in this report and subsequent attachment are new funding allocations that will be included in the FY2025-26 recommended budget. The 2025-2026 Annual Action plan outlines how the City of Oxnard plans to allocate its three entitlement grant programs for the fiscal year 2025-2026 budget. This includes the 2025-2026 HUD grant allocation estimates of $1,988,317 in CDBG, $685,916 in HOME and $175,122 in ESG. The grand total of available resources is estimated at $2,849,355.

(For Finance Use Only: CDBG Fund 201, HOME Fund 202 and ESG Fund 203)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Citizen Participation Plan
2. Attachment 2 - Regional Consolidated Plan
3. Attachment 3 - Regional Analysis of Impediments
4. Attachment 4 - 2025-26 Annual Action Plan
5. Attachment 5 - Applications List
6. Attachment 6 - Funding Recommendations
7. Attachment 7 - Powerpoint Presentation

City of Oxnard
Citizen Participation Plan

Revised May 7, 2024

Prepared by:

City of Oxnard
Housing Department, Grants Management Division

435 South D Street, Oxnard, California, 93030
E-mail Address: grantsmanagement@oxnard.org

Table of Contents

I. Introduction 3

II. Purpose of the Citizen Participation Plan 3

III. Encouragement of Citizen Participation 3

IV. Consolidated Plan and Annual Action Plan Preparation 4

V. Environmental Reviews 4

VI. Citizen Participation for Section 108 Loan Guarantee Program 4

VII. Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI) 5

VIII. Access to Meetings for Persons with Disabilities and Non-English Speaking Persons 6

IX. Public Outreach and Access 7

X. Funding Recommendations 7

XI. Displacement of Persons 8

XII. Public Hearings 8

XIII. Technical Assistance 9

XIV. Amendments to the Plan 9

XV. Consolidated Annual Performance and Evaluation Report (CAPER) 10

XVI. Availability of Documents 11

XVII. Citizen Participation Coordinator 11

XVIII. Comments and Complaints 11

XIX. Contingency Plan in the Event of an Emergency/Disaster 12

Citizen Participation Plan (CPP)Citizen Participation Plan (CPP) Procedural History 13

Citizen Participation Plan (CPP) Addendum for the 2020 CARES ACT Funds, Flexibilities and Waivers 14

Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan 16

I. Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

II. Purpose of the Citizen Participation Plan

A. The Citizen Participation Plan (CPP or Plan, hereafter) sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

B. The City shall provide the public with a reasonable opportunity to comment on the original CPP and any amendments thereto. Amendments to the CPP may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations.

III. Encouragement of Citizen Participation

A. A key component of the CPP is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used. The CPP must also include outreach to other public and private entities that assist with housing, health services, social services, community and regionally-based organizations that represent protected class members, and organizations that enforce fair housing laws. Outreach should also include public and private entities that represent areas that include targeted populations that qualify for services under the HUD programs represented under this Plan.

B. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

IV. Consolidated Plan and Annual Action Plan Preparation

The U.S. Department of Housing and Urban Development (HUD) requires communities receiving funds under the Community Planning and Development formula grant programs to submit a multi-year consolidated plan and annual action plan. The City of Oxnard, in partnership with the County of Ventura, Cities of Camarillo, Simi Valley, Thousand Oaks and Ventura, to create a 5-year regional consolidated plan.

The consolidated plan establishes the City of Oxnard's goals and objectives for housing and community planning and development. A community must have a consolidated plan and action plan both approved by HUD before expending funds under the grant programs Community Development Block Grant (CDBG), including activities under the Section 108 loan program, HEARTH Emergency Shelter Grants (HESG), and HOME Investment Partnerships (HOME).

The consolidated plan is created to address the unmet public service and housing needs of low-income persons and families within the City. For each consolidated plan period, an annual action plan is developed each year to identify specific activities, goals and funding allocations addressing the priorities established within the consolidated plan.

A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. The two plans, the Consolidated Plan and the Action Plan, both require a 30-day public comment period, allowing the public and stakeholders the ability to respond, in writing or verbal, on the items proposed in each.

V. Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

VI. Citizen Participation for Section 108 Loan Guarantee Program

A. In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

1. The City will develop a proposed application to include the community development

objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).

2. The City will also publish a public notice which will include its proposed application providing citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.

3. A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected.

4. Citizens will have up to 30 calendar days, plus the day of the public hearing, to comment. Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

VII. Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

A. The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

B. The City has determined that an AFH/AI revision is necessary when:

1. The material change in circumstances affects the information on which the AFH/AI is based;

2. The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

C. The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

1. Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.

2. Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;

3. Advertisement of the availability of the proposed change on the City's website;

4. Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or,

5. Holding meetings with citizens' advisory groups within the area affected by the significant revision.

D. Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

VIII. Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

A. The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to ensure that mobility, visual or hearing impairments shall be accommodated.

B. To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to the City Clerk's Office.

IX. Public Outreach and Access

A. The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community based organizations, faith based organizations, philanthropic organizations, businesses and developers.

B. Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

C. Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

D. Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), and the presidents of the public housing tenant advisory councils.

X. Funding Recommendations

A. Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

1. Grant funds that will be available or anticipated to be available for the proposed plan (including program income).

2. Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

B. A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of local circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations or on social media. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. At a minimum, digital or hard copies of the proposed plan(s) shall be available for public review on the City's website, at the main Oxnard Public Library, the City Clerk's Office, and the City's Housing Department offices on 435 South D St., Oxnard, CA.

C. The Consolidated Plan and Annual Action Plan, and the activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

D. The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD. Written comments can be mailed to the Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

XI. Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

XII. Public Hearings

A. The public hearings will be held at City of Oxnard Council Chambers or in facilities in or adjacent to low and moderate-income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

B. The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services. Notification of public hearings shall be published in news circulars, social media outlets, and the City's websites, and published within two weeks of the public hearing date.

C. The first hearing may be held in facilities in or adjacent to low-moderate-income neighborhoods or City Council Chambers. The purpose of the initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs.

D. An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

E. The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers. Should an in-person meeting be infeasible, the City's meeting guidelines will be followed.

F. The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations and/or social media, as appropriate, and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings shall also be e-mailed, or mailed upon request, to the current list of HUD partners, subrecipients and other interested parties in the City of Oxnard.

XIII. Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

XIV. Amendments to the Plan

A. The City shall amend its approved Consolidated Plan or Annual Action Plan if it comprises:

1. A change in its allocation priorities;

2. A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or

3. A change in the purpose, scope, location, or beneficiaries of an activity occurs.

B. Amendments will be considered substantial changes and require official action if it comprises any of the following:

1. Funds that are proposed for a new activity for the first time within a covered consolidated plan period;

2. A funding increase in a current activity or a change in the use of funding from one eligible activity to another by $200,000 or more in CDBG or HOME funding, and over $200,000 in ESG funding;

3. Aggregate changes of more than $200,000 of an entire grant allocation between projects.

C. Changes that are less than substantial represent less than the amounts listed in section XIV(B), and do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, is the same or similar to an activity funded in another program year, and the addition is less than amounts above, with no significant change in the project (purpose, scope, location, or beneficiaries), it shall not be considered a substantial change. The authorized City official with the corresponding approval amounts may approve changes that are less than substantial.

D. Reallocation of funding among program years is not considered a substantial change, if considered less than substantial as described in the amounts above.

E. Program income will be allocated with the Annual Action Plan and in accordance with HUD requirements. If program income received is greater or less than the projected amount, it will be adjusted and used accordingly, and reported in both the year's CAPER and the subsequent Annual Action Plan as to how it was used or the planned use for the following year.

F. The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur, or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

G. Substantial amendments of the Consolidated Plan or Annual Action Plan will require a 30-day public comment period and City Council approval. Notice of the public comment period will be posted on the City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation. A 30-day public comment period will be made available to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption. Amendments not deemed substantial will be adjusted by the city and may not be presented to City Council, as they are considered administrative adjustments that do not meet the fiscal threshold that requires Council approval.

XV. Consolidated Annual Performance and Evaluation Report (CAPER)

A. The City will prepare the Consolidated Annual Performance and Evaluation Report (CAPER) as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be accepted and responded to, as appropriate, with a summary of the comments attached to the CAPER for submittal to HUD.

XVI. Availability of Documents

A. The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities upon request.

B. Physical copies of the Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, shall be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during the City's open operating hours. The reports described in this section may also be reviewed on the City's Housing Grants Management Division website at any time.

XVII. Citizen Participation Coordinator

A. The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

B. The Citizen Participation Coordinator shall make programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request. Prior reports shall be made available within the most recent Consolidated Plan cycle. Prior Consolidated Plan items may be made available to provide a five-year period of activities for public review. Staff will retain prior year information as it complies with federal and local records retention schedules.

XVIII. Comments and Complaints

A. The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

B. A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

C. The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

D. Written comments, complaints and/or grievances can be submitted to the Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

XIX. Contingency Plan in the Event of an Emergency/Disaster

A. In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to the number of calendar days provided by the most stringent requirement within the local, state or federal statute provided during the time of the event.

B. Reprogramming of funds in the event of such an emergency will require approval by the highest official, per City policies as described in the Code of Ordinances, Section 6, Emergency Organization and Functions, and Unfair Pricing. When emergency decisions require Council approval, the proposed reprogram of funds will be presented when Council is in session, or by ratification should the City of Council be in recess. If an accelerated emergency occurs, the most stringent approval requirement within the local, state, or federal statute will be followed.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020
5. Amended CPP adopted by City Council on May 16, 2023
6. Amended CPP drafted for Council review on May 7, 2024

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN – Addendum
FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS

A. POLICY STATEMENT

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.

2. All policies and processes described in the City of Oxnard (hereinafter referred to as "City") Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.

3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

B. DEFINITIONS

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan)

2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19

3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment

period. Summaries of comments will be attached to documents requiring public reviews and input.

D. MEETINGS AND HEARINGS

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

Appendix A

CARES ACT

HUD Waivers

Applicable to Citizen Participation Plan

CARES ACT HUD Waivers Applicable to Citizen Participation Plan

CONSOLIDATED PLAN REQUIREMENTS

1. Citizen Participation Public Comment Period for Consolidated Plan

Amendment Requirement: 30-day Public Comment Period.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

2. Citizen Participation Reasonable Notice and Opportunity to

Comment Requirement: Reasonable Notice and Opportunity to

Comment.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.



COUNTY of VENTURA
County Executive Office

DISCOVER OXNARD CALIFORNIA

City of SIMI VALLEY CALIFORNIA

City of Thousand Oaks

CITY OF VENTURA

2025-2029 Consolidated Plan
2025-2029 Action Plan

DRAFT - April 2025

MDG Associates LLC

Ventura County Regional Consolidated Plan

Table of Contents

Executive Summary..... Section 1

Process ..... Section 2

Needs Assessment ..... Section 3

Market Analysis..... Section 4

Strategic Plan..... Section 5

Stakeholder Invitations.....Appendix 1

Resident Survey Results .....Appendix 2

Section 1:

Executive Summary

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

The Ventura County Regional Five-Year Consolidated Plan (the Consolidated Plan) is a collaborative document between all incorporated cities and the unincorporated areas of Ventura County, California. Collaborating in the development of the Consolidated Plan are the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The County of Ventura (County) is the lead agency in the development of this Consolidated Plan.

The Consolidated Plan is a means of assessing Ventura County's affordable housing and community development needs; analyzing housing markets; articulating priorities, goals, and strategies to address identified needs; and describing the actions that will be taken to implement strategies for affordable housing and community development.

The Consolidated Plan is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. This Consolidated Plan consolidates into a single document the planning and application requirements for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs.

This Consolidated Plan is for the following HUD funded programs for the 2025-2029 period.

Community Development Block Grant (CDBG): CDBG provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

HOME Investment Partnerships Program (HOME): HOME funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.

Emergency Solutions Grant (ESG): ESG assists people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness.

Jurisdiction	Community Development Block Grant (CDBG)	HOME Investment Partnerships Program (HOME)	Emergency Solutions Grant (ESG)
Camarillo	X	*	
Oxnard	X	X	X
San Buenaventura	X	X	
Simi Valley	X	*	

Thousand Oaks	X	*	
Ventura Urban County	X	X	

Table ES-1: Entitlement Grant Allocation

*Camarillo, Simi Valley and Thousand Oaks are members of the Ventura Urban County HOME Consortium and receive HOME funds through the County.

Throughout this document the following geographic terms will be used:

- **Ventura County:** Includes the entirety of the planning area considered under this Consolidated Plan: the 10 incorporated cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks, and unincorporated areas of Ventura County. Also identical to the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (MSA).
- **Ventura Urban County:** A multi-jurisdictional Community Development Block Grant (CDBG) entitlement, made up of the cities of Fillmore, Moorpark, Ojai, Port Hueneme, Santa Paula, and unincorporated areas of Ventura County. Ventura County is the "lead entity" and official U.S. Department of Housing and Urban Development (HUD) Entitlement Jurisdiction for Ventura Urban County.
- **Unincorporated County:** Includes all unincorporated areas of Ventura County (areas not part of any municipalities).
- **Entitlement Jurisdictions:** The entitlement jurisdictions receive and manage their own CDBG funding from HUD. They are the cities of Camarillo, Oxnard, San Buenaventura, Simi Valley, and Thousand Oaks, and the Ventura Urban County.
- **San Buenaventura:** Also called "City of Ventura." "San Buenaventura" is the official (legal) name of the city used by both local and federal government for ordinances, legal matters, U.S. Census Data, and HUD.

The following terms are used within the Consolidated Plan:

- **HAMFI:** HUD Area Median Family Income. The median family income calculated by HUD for each jurisdiction to determine Fair Market Rents income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes (like the U.S. Census).
- **Household:** All people living in a housing unit. Members of a household can be related or unrelated.
- **Housing Problems:** Four housing problems as described in HUD Comprehensive Housing Affordability Strategy (CHAS) data: 1) housing unit lacks complete kitchen facilities; 2) housing unit lacks complete plumbing facilities; 3) household is overcrowded; and 4) household is cost burdened. A household is said to have a housing problem if they have any one or more of these four problems.
- **LMI**: Low- and Moderate-Income as defined by the U.S. Department of Housing and Urban Development, a status determined by gross household income and family size.
- **Overcrowding:** More than 1 person per room not including bathrooms, porches, foyers, halls, or half-rooms.
- **Severe overcrowding:** More than 1.5 persons per room not including bathrooms, porches, foyers, halls, or half-rooms.
- **Cost burden:** Monthly housing costs (including utilities) exceeding 30 percent of monthly income.

- **Severe cost burden**: Monthly housing costs (including utilities) exceeding 50 percent of monthly income.
- **Senior:** Labeled "Elderly" by the U.S. Census Bureau and HUD. People aged 62 and up. "Frail elderly" within U.S. Census data are those aged 75 and up.
- **Disabled:** Any one or more of four different physical or cognitive limitations: hearing or vision impairment, ambulatory limitation, cognitive limitation, or independent living limitation. Individuals may have more than one type of disability.

Ventura Urban County and the participating entitlement jurisdictions anticipate receiving the following grant amounts in the fiscal year 2025. Projections for the entire five-year period are noted; however, these projected amounts are expected to change based on federal allocations made annually and do not include anticipated program revenue or prior year funds.

Grantee	FY2025 Projected Allocation	FY2025 – FY2029 Projected Allocation
Ventura County	CDBG: $1,428,843 HOME: $1,221,315	CDBG: $7,144,215 HOME:$ 6,106,575
Camarillo	CDBG: $350,107	CDBG: $1,750,535
Oxnard	CDBG: $2,100,000 HOME: $600,000 ESG: $200,000	CDBG: $10,500,000 HOME: $3,000,000 ESG: $1,000,000
San Buenaventura	CDBG: $677,690 HOME: $393,672	CDBG: $3,388,450 HOME: $1,968,360
Simi Valley	CDBG: $672,694	CDBG: $3,363,470
Thousand Oaks	CDBG: $607,042	CDBG: $3,035,210

Table ES-2: Projected Allocations

The Consolidated Plan consists of the following sections:

- The Process describes the consultation and citizen participation process undertaken to collect information from residents and stakeholders on community conditions and needs.
- The Needs Assessment analyzes needs related to affordable housing, special needs housing, community development, and homelessness.
- The Market Analysis examines demographics, the supply of affordable units, the regional housing market, and other conditions that impact community needs and the programs that address these needs.
- The Strategic Plan identifies specific goals for each jurisdiction based on the highest priority needs informed by the Needs Assessment, Market Analysis, and extensive consultation with community groups and citizens.

The plan will also include an Annual Action Plan for the first year of the Consolidated Plan for each of the entitlement jurisdictions, which will describe the planned investment of federal resources to implement specific activities that meet the year's strategic goals.

Goals
To develop the strategy contained in this Consolidated Plan for allocating and leveraging entitlement grants, the County used several methods to analyze its housing and community development needs, including surveying residents and stakeholders; analyzing U.S. Census, American Community Survey (ACS) and other economic and demographic data; and using information from various County offices and reports.

The County and entitlement jurisdictions have established the following goals:

1. Improve the supply of affordable housing
2. Increase and improve social services
3. Work to end homelessness
4. Create and maintain quality neighborhoods
5. Promote economic development
6. Effective administration

Evaluation of past performance
HUD's Office of Community Planning and Development (CPD) seeks to support the development of communities that feature decent housing, a suitable living environment, and expanded opportunities for Low- and Moderate-Income (LMI) populations. To ensure entitlement jurisdictions are striving to achieve that vision, HUD requires annual submissions of Consolidated Annual Performance and Evaluation Reports (CAPERs).

During the last Consolidated Plan cycle (excluding the current program year), the entitlement jurisdictions in Ventura County have collectively achieved the following accomplishments:

FY2020 – FY2023 Accomplishments

Goal	Goal Outcome Indicator	# of Beneficiaries
Create quality neighborhoods	Persons benefitting from public facility and infrastructure improvements	221,312
Enhance economic stability	Businesses assisted	250
	Jobs created/ retained	16
Improve supply of affordable housing	Rental units rehabilitated	341
	Homeowner housing added	5
	Homeowner housing rehabilitated	168
	Direct financial assistance to homebuyers	9
	Housing code enforcement	4.893

Increase social services	Persons benefitting from public services Homeless person overnight shelter	48,252 24
Work to end homelessness	Rapid re-housing Homeless person overnight shelter Homeless prevention Persons benefiting from public services	90 1,255 260 2,144

Table ES-3: FY2020 – FY2023 Accomplishment Summary

Summary of citizen participation process and consultation process

As a part of the Consolidated Plan process, Ventura County conducted a public outreach campaign to gather resident and stakeholder feedback on housing and community development needs across the community. Such input from stakeholders – including community members, housing professionals, and service providers – enabled Entitlement Jurisdictions to more accurately capture and strengthen their assessment of community needs. Over a period of three months, community engagement efforts included eight community meetings, three stakeholder meetings and two surveys (one administered to residents and another to stakeholders), and a 30-day public review period. The following sections describe how each of these activities collected valuable information from the community and facilitated the development of this report.

Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted and incorporated into the Consolidated Plan.

Section 2:

Process

Process

PR-05 Lead & Responsible Agencies – 24 CFR 91.200(b)

Describe agency/entity responsibilities for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The following agencies and entities are responsible for preparing the Consolidated Plan and for the administration of each grant program and funding source.

Role	Name	Department/Agency
Lead Agency	Ventura County	
CDBG Administrator	Ventura County	Community Development
HOPWA Administrator	Ventura County	
HOME Administrator	Ventura County	Community Development
ESG Administrator	Ventura County	Community Development
HOPWA-C Administrator		

Table Process-1: Consolidated Plan Responsible Agencies and Entities

The Ventura Regional Consolidated Plan includes the following programs:

- City of Camarillo CDBG Program – Community Development Department
- City of Oxnard CDBG, HOME, and ESG Programs- Housing Department
- City of Simi Valley CDBG Program – Environmental Services Department
- City of Thousand Oaks CDBG Program – Community Development Department
- City of San Buenaventura CDBG and HOME Programs – Community Development Department
- Ventura Urban County CDBG, HOME, and ESG Programs – Community Development Division of the County Executive Office

Consolidated Plan Public Contact Information

- City of Camarillo: James Fowler, Senior Planner, Community Development Department, 601 Carmen Drive, Camarillo, CA 93010, 805-388-5363.
- City of Oxnard, Denise Ledesma, Housing Department, 435 South D Street, Oxnard, CA 93030, 805-385-7493.
- City of San Buenaventura: Lee Sherman, Community Development Department, 501 Poli Street, Ventura, CA 93001, 805-654-7869.
- City of Simi Valley: Julia Ramirez, Environmental Services Department, 2929 Tapo Canyon Rd., Simi Valley, CA 93063, 805-583-6759.
- City of Thousand Oaks: Lynn Oshita Community Development Department, 2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362, 805-449-2391.
- Ventura Urban County: Kimberlee Albers, Deputy Executive Officer, County Executive Office, 800 S. Victoria Ave., Ventura, CA 93009, 805-654-2455.

PR-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

Part of the Consolidated Plan development process included a public outreach campaign to gather input from a diverse group of residents and stakeholders in Ventura County. Stakeholders included nonprofit organizations, affordable housing providers, service providers, government agencies, and advocacy organizations, all of whom work with low- and moderate-income members of the community. Outreach efforts are summarized in the Executive Summary and Citizen Participation sections of this report. A list of the stakeholders invited to participate in the Consolidated Plan process is provided in Appendix 1. The results of the survey are summarized in Appendix 2.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l).

To identify local and regional stakeholders, Ventura County and its participating jurisdictions began by reviewing and updating contact lists from prior Consolidated Planning efforts. During the current planning cycle, the County invited over 200 agencies to participate in the planning process. These included:

- Service providers that address the needs of low- and moderate-income households as well as targeted populations such as persons with special needs or disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, public works);
- Economic development and employment organizations; and
- Community and neighborhood groups.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly homeless individuals and families, families, with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Ventura County coordinated with homeless service agencies across the Ventura County Continuum of Care Alliance in an effort to better address the needs of homeless populations. Consultation with the Continuum of Care provided valuable information on homelessness and available resources in the region. Several agencies and organizations that provided housing and/or supportive services for homeless populations also attended focus group workshops and community meetings.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS.

Ventura County and its participating entitlement jurisdictions will consult the Continuum of Care when determining funding priorities to guide the review of applications received during the annual

request for proposals. Through the course of the Consolidated Plan cycle, Ventura County and its participating entitlement jurisdictions will seek regular input and feedback from the CoC to ensure that activities and outcomes are aligned and coordinated.

Identify any agency types not consulted and provide rationale for not consulting.

Ventura County and its participating jurisdictions contacted over 200 agencies in its public outreach efforts and consulted all applicable agency types. No applicable agency types were intentionally excluded in this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Continuum of Care Alliance	The Ventura County Continuum of Care consists of a Board of Directors established consistent with 24 CFR 578.5(b), with broad representation from government, homeless service providers, emergency response, health care, housing providers, business community, faith community, and homeless/formerly homeless persons. The Continuum of Care Alliance, a collaborative group dedicated to promoting a safe, desirable and thriving community, works to garner communitywide commitment to preventing and ending homelessness in all parts of the region. The CoC recommends allocations of federal and state resources to address homelessness, which complements priority objectives identified in this Regional Consolidated Plan.
Ventura County Homelessness Plan	Continuum of Care Alliance	Establishes core requirements, practices and recommendations to end homelessness in Ventura County.
Housing Elements	Camarillo, Oxnard, San Buenaventura, Simi Valley, Thousand Oaks, Ventura County	The Consolidated Plan goals were compared to the goals and objectives of the Housing Elements for each jurisdiction to ensure that there were consistent objectives in promoting activities for low- and moderate-income communities.

Table Process-2: Other Planning Efforts Considered

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l)).

Ventura County consulted each participating jurisdiction in the Regional Consolidated Plan to gather local housing and community development needs for the next five years. The Ventura County Continuum of Care is a collaboration of city, county, and public agency staff, private nonprofit organizations, and community organizations. The County Executive Office of the County of Ventura is the Collaborative Applicant for Continuum of Care funding within the County. As required by the CoC Interim Rule, a CoC Governance Structure has been established, and is staffed by the Collaborative Applicant. The governance structure includes a governing Board, CoC Committee,

four Standing Committees, and working groups as needed. One of these committees, the Data Performance and Evaluation committee, is tasked with developing performance standards, policies, and procedures for provision of homeless services in the Continuum. Part of these efforts include consultation with service providers and organizations such as the National Alliance to End Homelessness, and HUD.

Furthermore, the Housing Authorities within the County collaborate with health and social service agencies to provide additional or expanded services for target populations. The Housing Authorities also participate in Continuum of Care planning and subcommittee meetings with service providers.

PR-15 Citizen Participation - 91.105, 91.200 (c)

Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

As a part of the Consolidated Plan process, Ventura County conducted a public outreach campaign to gather resident and stakeholder feedback on housing and community development needs across the community. Such input from stakeholders – including community members, housing professionals, and service providers – enabled Entitlement Jurisdictions to more accurately capture and strengthen their assessment of community needs. Over a period of three months, community engagement efforts included eight community meetings, three stakeholder meetings and two surveys (one administered to residents and another to stakeholders), and a 30-day public review period. The following sections describe how each of these activities collected valuable information from the community and facilitated the development of this report.

All meetings included translation services and the survey was presented in English and Spanish.

In addition, the County's public outreach campaign included a general public relations component in which the following informational materials were made publicly available to encourage public participation:

- A project web page hosted by Ventura County
- Public meeting and survey notices via paper flyers and Internet social media

Citizen Participation Outreach Methods

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Community Meeting Camarillo (10/7/24)	General Public	Participants included residents of Camarillo and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Community Meeting San Buenaventura (10/8/24)	General Public	Participants included residents of San Buenaventura and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
3	Community Meeting Santa Paula (10/9/24)	General Public	Participants included residents of Santa Paula and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
4	Community Meeting Simi Valley (10/10/24)	General Public	Participants included residents of Simi Valley and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
5	Community Meeting Thousand Oaks (10/10/24)	General Public	Participants included residents of Thousand Oaks and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
6	Community Meeting Ventura Oxnard (10/17/24)	General Public	Participants included residents of Oxnard and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
7	Community Meeting Virtual (10/18/24)	General Public	Participants included residents of the Ventura County region	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Community Meeting Virtual (10/19/24)	General Public	Participants included residents of the Ventura County region	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
9	Community Meeting Camarillo (10/29/24)	General Public	Participants included residents of Camarillo and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
10	Community Meeting Thousand Oaks (11/21/24)	General Public	Participants included residents of Thousand Oaks and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
11	Community Meeting Oxnard (12/18/24)	General Public	Participants included residents of Oxnard and the surrounding communities in the region.	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
12	Stakeholder Meeting (remote) (10/23/24)	Stakeholders	Participants included local housing and community development stakeholders	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
13	Stakeholder Meeting (remote) (10/25/24)	Stakeholders	Participants included local housing and community development stakeholders	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Stakeholder Meeting (remote) (10/29/24)	Stakeholders	Participants included local housing and community development stakeholders	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
15	Resident Survey	General Public	A total of 292 survey responses were completed	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	
16	Stakeholder Survey	Stakeholders	A total of 27 survey responses were completed	Feedback and recommendations were provided on housing and community development needs.	All comments received were accepted.	

Table Process-3: Citizen Outreach Methods

Section 3

Needs Assessment

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Consolidated Plan Needs Assessment examines housing, homelessness, non-homeless special needs, and non-housing community development needs. The housing needs assessment section evaluates household income, tenure (renter or owner), housing cost as a function of household income, disproportionate need amongst racial and ethnic groups, and public housing needs. The homeless needs assessment examines the sheltered and unsheltered homeless population in Ventura County to form the region's strategy to address homelessness during the next five years. The non-homeless special needs assessment section evaluates the needs of subpopulations who are not homeless and due to various reasons, need services. This includes people who are elderly, frail and elderly, have severe mental illness, developmental and/or physical disability, alcohol or other drug addictions, HIV/AIDS, Post Traumatic Stress Disorder (PTSD), and who have suffered human trafficking and domestic violence. The non-housing community development needs assessment section discusses the need for public facilities, public infrastructure improvements and public services to benefit low- and moderate-income residents.

Methodology

To assess community needs, the region examined data, held community meetings, conducted a survey of residents and local stakeholders, and consulted with experts and local stakeholders. The Needs Assessment primarily relies on the sources of data which follow:

- American Community Survey (ACS) 2020 5-year estimates
- Comprehensive Housing Affordability Strategy (CHAS) 2016-2020
- 2025 Point-In-Time Homeless Count

The 2020 ACS and CHAS 5-year estimates were the most recent available complete datasets available from both sources.

The majority of the data presented in the Needs Assessment and Market Analysis provides a summary of the data at the regional level. Appendix 3 provide jurisdictional data for each entitlement jurisdiction in the Ventura County region.

Consolidated Plan Survey for Residents and Stakeholders

Ventura County residents and stakeholders had the opportunity to respond to the Community Needs survey to rate the level need for public facilities, infrastructure, public and neighborhood services, and housing facilities and services. The survey provided insight into internet access and disaster preparedness. Additionally, organizations that work with residents of Ventura County with low- and moderate-incomes, special needs, and those experiencing or at-risk of experiencing homelessness were given the opportunity to share their thoughts on the most effective community development

projects from the last Consolidated Planning cycle and high priorities in housing, community, or economic development over the next five years. The tabulation of survey results from 292 residents and 27 stakeholders who responded to the survey are integrated throughout the Needs Assessment (NA) and Market Analysis (MA) of Consolidated Plan and can be found in the following sections:

- Housing facility and service results – NA-10 Housing Needs Assessment, and
- Public facility, infrastructure, and service results – NA-50 Non-Housing and Community Development Needs.

NA-10 Housing Needs Assessment

Summary of Housing Needs

According to Table NA-2, Ventura County's population rose by two percent, from 823,318 to 843,843, between 2010 and 2020. Of the jurisdictions within the region, the fastest growing community was the City of Camarillo (growing by 8% during this time period) and the slowest growing community was Thousand Oaks (growing by 1% during the same period). During this time, the number of households across the region rose by three percent from 264,305 to 271,639 and the nominal median household income increased 19 percent from $75,348 to $89,295.

HUD programming is largely allocated to programs targeting households earning 80% of the area median income (based on family size). In 2024, for a 4-person household, 80% of the area median income is $112,550. According to 2023 Bureau of Labor Statistics wage data, this 80% figure exceeds a number of jobs such as those listed below:

Occupation Title	Annual Mean Wage (2023)
Dental Hygienist	$110,600
Farm/Agriculture Manager	$109,690
Elementary School Teacher	$102,960
Construction Supervisor	$88,240
Firefighter	$83,250
Electrician	$76,040
Carpenter	$67,890
Chef/ Head Cook	$64,070

Table NA-1: Ventura County Wage Examples

The Number of Households table illustrates household types in the County by levels of income. Small family households consist of two to four family members, while large family households have five or more persons. The income levels correspond with HUD area median income (AMI) definitions. The Households graph shows how many households are in each income category.

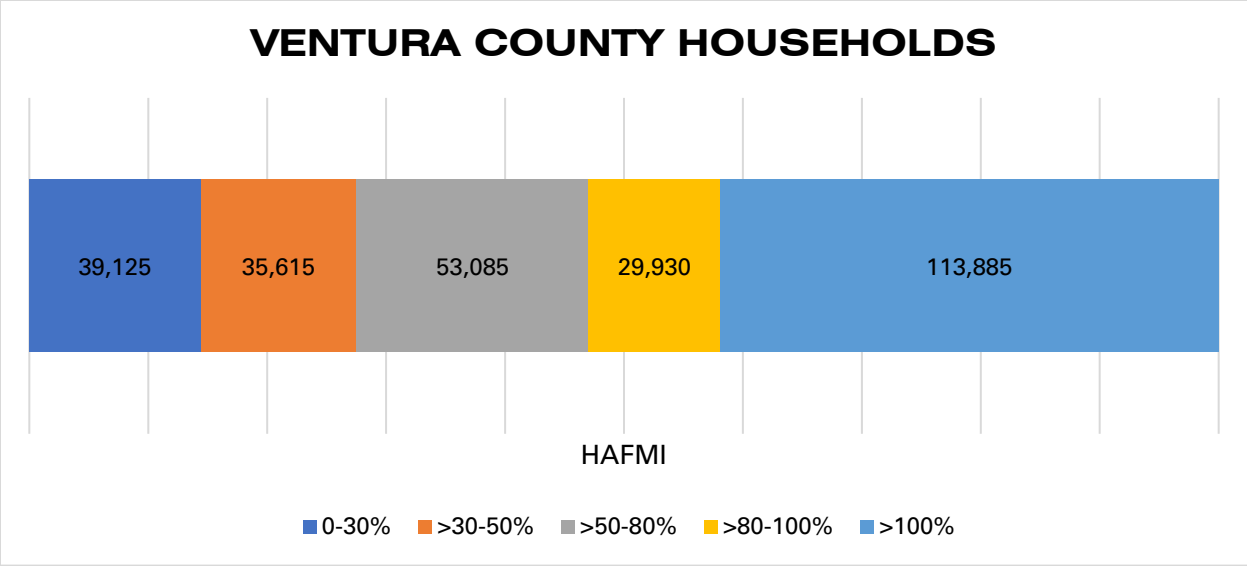


Figure NA-1 – Households by Income
Data Source: 2016-2020 CHAS

The most common household type in Ventura County and in each respective jurisdiction is small family households, representing 44% of all households in the region. Over 47% of all households in Ventura County earn at or below 80% AMI (low- or moderate-income households). This is a slightly greater share of low- and moderate-income households when compared to Camarillo (40%), Simi Valley (41%), and Thousand Oaks (38%), while a slightly lower share than Oxnard (60%) and San Buenaventura (51%).

In this section there are six tables of data which reference housing problems. Housing problems are defined by HUD as follows:

1. Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
2. Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet and a bathtub or shower.
3. Overcrowding / severe overcrowding: A household is overcrowded if there are more than 1.01 people per room, excluding bathrooms, porches, foyers, halls, or half-rooms. A household is considered severely overcrowded if there are more than 1.5 people per room.
4. Cost burden / severe cost burden: A cost burdened household pays more than 30 percent of its total gross income for housing costs. A severely cost burdened household pays more than 50 percent of its total income for housing costs. Renter's housing costs include rent paid by the tenant plus utilities. Owner's housing costs include mortgage, taxes, insurance, and utilities.

This collection of data makes clear housing cost burden greater than 30% is the most common housing problem across renter and owner households; and renter households are most impacted by severe housing problems. About 54% of the 127,825 low- or moderate-income households

experience a housing cost burden over 30% of income. Approximately 43% of the 54,700 households in the same income bracket with one or more severe housing problem are renters.

Demographics	Base Year (2005-2009)	Most Recent Year (2016-2020)	% Change
Population	823,318	843,843	2.5%
Households	264,305	271,639	2.8%
Median Income	$75,348	$89,295	18.5%

Table NA-2: Housing Needs Assessment Demographics
Data Source: 2005-2009 ACS (Base Year), 2016-2020 ACS (Most Recent Year)

	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	>100% AMI
Total Households	39,125	35,615	53,085	29,930	113,885
Small Family Households	10,710	13,835	22,190	13,000	59,495
Large Family Households	4,030	4,395	8,345	3,910	12,175
Household contains at least one person 62-74 years of age	9,775	8,720	12,935	7,890	30,230
Household contains at least one person age 75 or older	9,065	7,250	7,790	3,445	10,280
Households with one or more children 6 years old or younger	5,770	6,015	6,115	6,125	5,860

Table NA-3: Number of Households Table
Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

	Renter Households					Owner Households				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Substandard Housing - Lacking complete plumbing or kitchen facilities	1,150	410	495	105	2,160	90	100	90	90	370
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	1,245	1,015	1,085	350	3,695	110	40	110	405	665
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	1,980	2,045	1,885	670	6,580	520	195	520	1,450	2,685
Housing cost burden greater than 50% of income (and none of the above problems)	12,485	6,905	2,215	185	21,790	5,390	8,950	5,390	4,445	24,175
Housing cost burden greater than 30% of income (and none of the above problems)	2,605	5,655	9,715	3,570	21,545	3,605	1,955	3,605	8,610	17,775
Zero/negative Income (and none of the above problems)	1,325	0	0	0	1,325	865	0	0	0	865

Table NA-4: Housing Problem 1 (Households with one of the listed needs)
Data Source: 2016-2020 CHAS

	Renter Households					Owner Households				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Having 1 or more of four housing problems	16,860	10,370	5,680	1,305	34,215	9,290	6,110	6,390	1,575	23,365
Having none of four housing problems	7,375	8,170	17,740	9,265	42,550	5,600	10,960	23,275	17,780	57,615
Household has negative income, but none of the other housing problems	1,325	0	0	0	1,325	865	0	0	0	865

Table NA-5: Housing Problem 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)
Data Source: 2016-2020 CHAS

	Renter Households				Owner Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Small Related	1,035	3,855	5,135	10,025	260	1,255	4,620	6,135
Large Related	755	1,575	1,365	3,695	1,255	675	1,255	3,185
Elderly	360	395	515	1,270	1,460	875	1,460	3,795
Other	495	1,150	2,750	4,395	860	145	860	1,865
Total need by income	2,645	6,975	9,765	19,385	3,835	2,950	8,195	14,980

Table NA-6: Housing Problem 3 (Cost Burden 30% - 50%)
Data Source: 2016-2020 CHAS

	Renter Households				Owner Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	5,070	3,585	740	9,395	2,690	1,720	1,640	6,050
Large Related	2,220	620	60	2,900	495	345	320	1,160
Elderly	1,075	475	295	1,845	1,590	1,305	1,140	4,035
Other	3,395	1,800	985	6,180	960	595	635	2,190
Total need by income	11,760	6,480	2,080	20,320	5,735	3,965	3,735	13,435

Table NA-7: Housing Problem 3 (Cost Burden > 50%)
Data Source: 2016-2020 CHAS

	Renter Households					Owner Households				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Single family households	2,870	2,360	1,915	435	7,580	115	360	1,085	375	1,935
Multiple, unrelated family households	365	720	900	365	2,350	119	280	815	225	1,439
Other, non-family households	55	80	215	60	410	0	0	0	0	0
Total need by income	3,290	3,160	3,030	860	10,340	234	640	1,900	600	3,374

Table NA-8: Housing Problem 4 (Crowding Information – More than one person per room)
Data Source: 2016-2020 CHAS

	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with children 6 years of age or younger present	4,525	4,530	5,330	14,385	1,245	1,600	3,895	6,740

Table NA-9: Households with children under the age of 6
Data Source: 2016-2020 CHAS

Describe the number and type of single person households in need of housing assistance.

The most common type of single person household in need of housing assistance are single person elderly households. These are often households living on a fixed income in either older owner-

occupied households in need of rehabilitation or renting and at risk of not being able to afford annual rental increases.

According to the 2016-2020 ACS estimates approximately 10% households in Ventura County are over 65 years of age and living alone. In looking at income conditions of single households, the 2016-2020 CHAS data estimates that more than 6,000 single-person households are low- or moderate-income and are cost burdened (paying more than 30% of their income for housing) and more than 8,000 single low- and moderate-income households pay more than half of their income on housing costs. Finally, according to 2016-2020 ACS estimates, 47% of all single households are renters.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.

Domestic and dating violence, assault, and stalking are not always reported. According to the 2022 National Crime Victimization Survey, only 53% of all domestic violence events and 21% of rapes/ sexual assaults were reported to the police. The State of California Department of Justice maintains statistics on domestic violence calls to local law enforcement statewide by jurisdiction (openjustice.doj.ca.gov). In 2022, 1,307 calls related to domestic violence were made from Ventura County. Of these incidents:

- 52 involved a weapon
  - one involved a firearm
  - four involved a knife or cutting instruments
  - eight involved other dangerous weapons
  - 39 involved personal weapons (i.e., feet or hands)

There were at least 1,307 times during 2022 when a household was in need of some type of domestic violence services. In households where physical violence occurred, it is possible that at least one member of the household needed to relocate to escape recurring violence. These households may include children. Victims of domestic violence suffer in many ways including economically, which impacts access to safe and affordable permanent housing.

What are the most common housing problems?

The most common housing problem in the region is housing cost burden. The tables below summarize the number of households with one of four housing problems. Those problems are defined in the introduction to this section. The data shows 54% of low- or moderate-income households have a housing cost burden greater than 30%. Renter households bear the brunt of housing problems. The Most Prevalent Housing Problems graph shows renters are far more likely than owners to live in substandard housing or in crowded conditions.

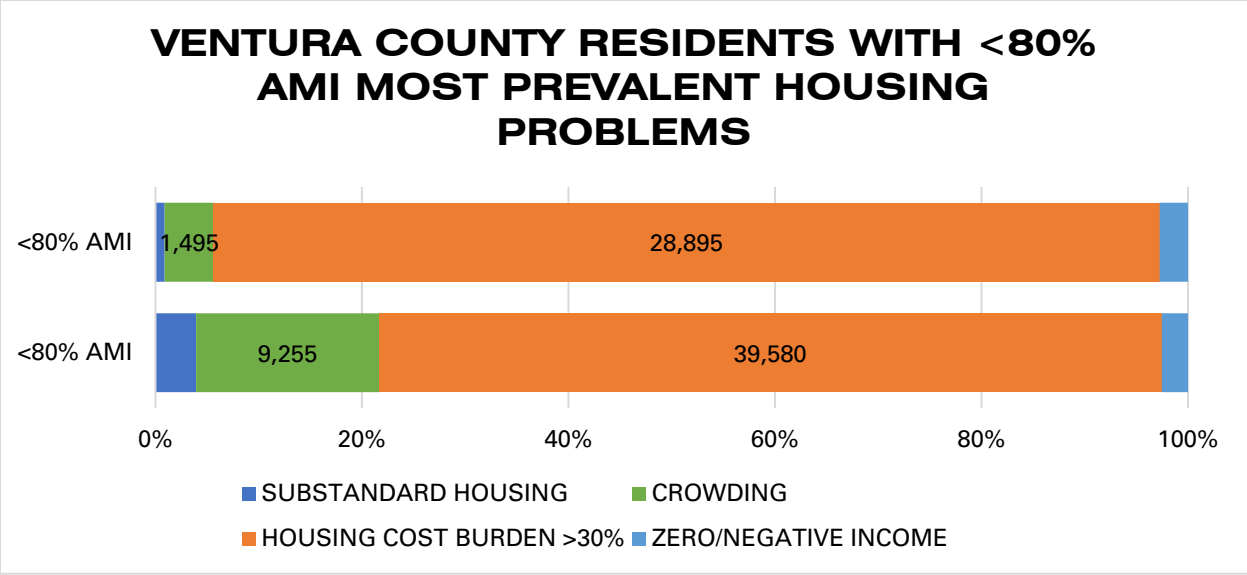


Figure NA-2: Most Prevalent Housing Problems
Data Source: 2016-2020 CHAS

The second most common housing problem is overcrowding, a calculated number which includes both overcrowded and severely overcrowded households, which affects 10,750 households with incomes up to 100% AMI. Renter households account for 86% of households with overcrowding.

Are any populations/household types more affected than others by these problems?

Renter households are most impacted by severe housing problems as shown in the graph below. These households have the greatest propensity to be severely cost burdened and overcrowded. Small related households with low- and moderate-incomes are most impacted by housing cost burden. Renter households consisting of a single family (e.g., not inter-related or non-related families sharing a dwelling unit) are most impacted by overcrowding.

Approximately 27% of low- and moderate-income households (34,365 households) carry a housing cost burden of 30 to 50 percent. About 26% of households (33,755 households) at the same income level carry a severe cost burden of over 50 percent of their income.

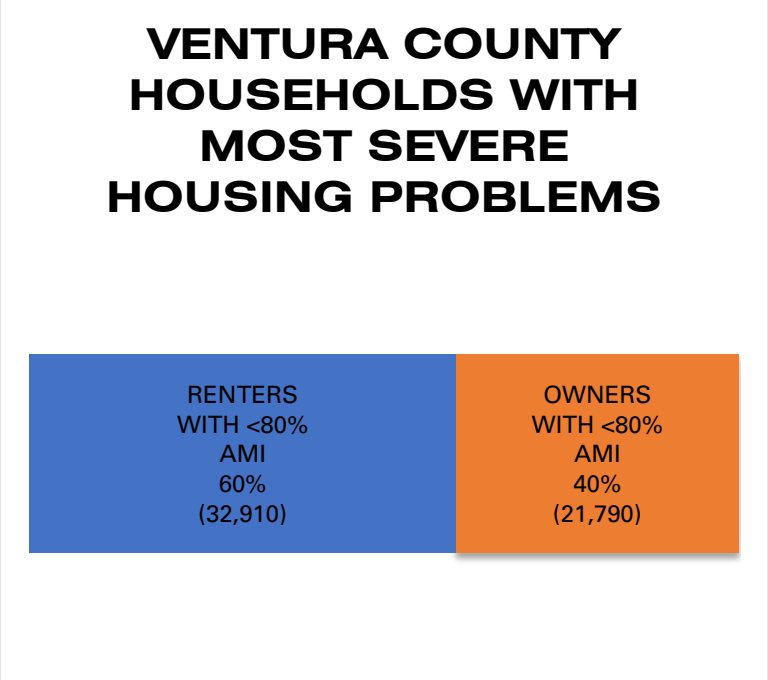


Figure NA-2: Households With Most Severe Housing Problems
Data Source: 2016-2020 CHAS

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Extremely low- (at or below 30 percent AMI) and low-income (more than 30 percent but at or below 50 percent AMI) households are presumed to be unstably housed, meaning they are at risk of falling into homelessness. Households with one or more housing problems at this income level are highly sensitive to adverse events. The greatest concentrations of unstably housed households are among small family households, small related renter households with a housing cost burden greater than 30 percent of their income, and renter households with at least one housing problem.

There are 74,740 households in Ventura County earning at or below 50 percent AMI, representing 28 percent of all households. While small related households are most impacted by housing cost burden, the graphs below show small and large related, elderly, and "other" households experience significant housing cost burden. "Other" households include single person households.

Renter households in this income range are about twice as likely than owner households to experience a housing cost burden of 30 to 50 percent of their income, and renter households are about two times more likely to experience a housing cost burden of greater than 50 percent of their income. Furthermore, 5,230 single family household renter households with incomes at or below 50 percent AMI are living in overcrowded conditions and could be presumed unstably housed.

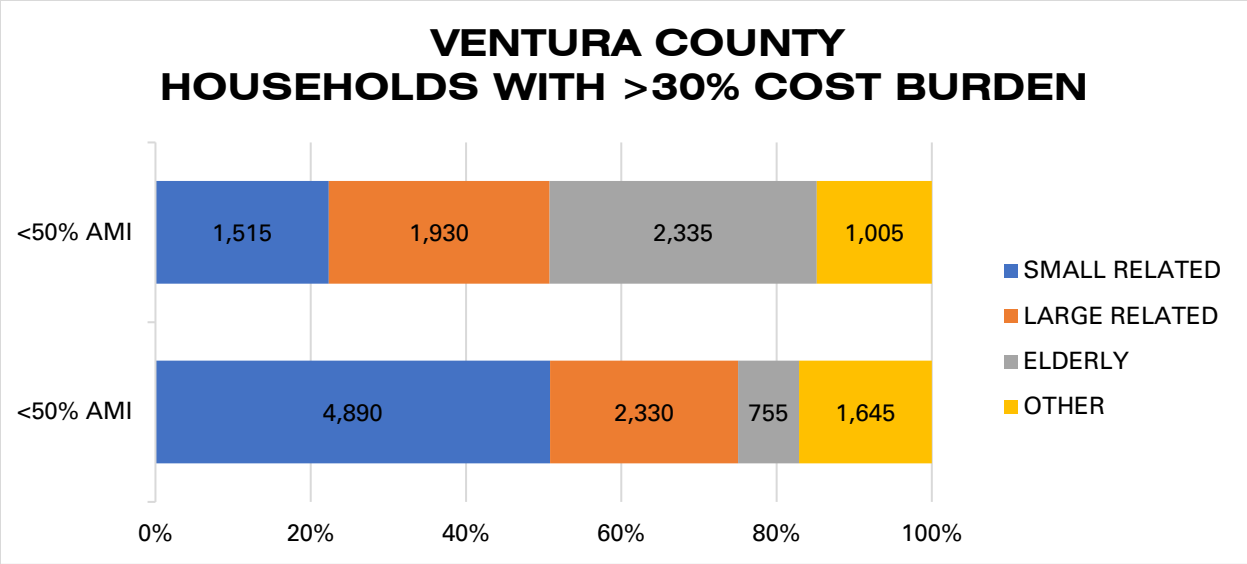


Figure NA-4: Households With >30-50% Cost Burden
Data Source: 2016-2020 CHAS

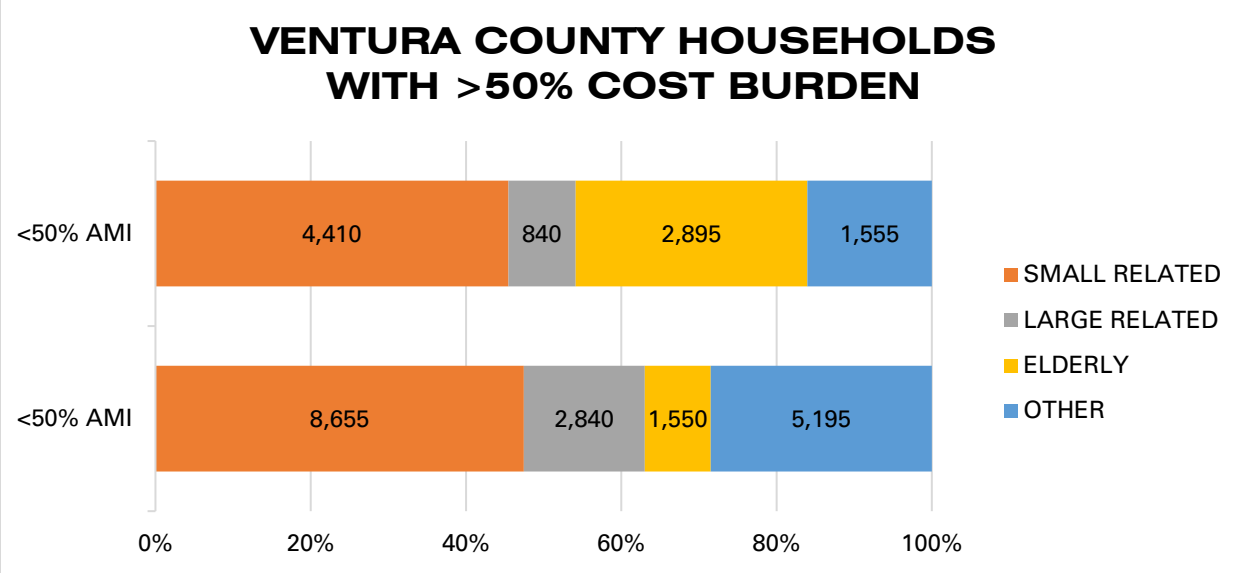


Figure NA-3: Households With >50% Cost Burden
Data Source: 2016-2020 CHAS

As described in the Market Analysis, rental housing costs have risen steadily over the past 10 years – creating more pressure on extremely low-income households. The ACS data shows the median contract rent in Ventura County increased 33 percent from 2010 to 2020. As rental prices continue to rise throughout Ventura County, the pressure on extremely low-income households will continue to increase.

Rapid rehousing programs may help homeless individuals and families but, unless a housing unit is within a subsidized affordable housing development, formerly homeless families and individuals receiving rapid rehousing assistance face considerable uncertainty with respect to their monthly

housing costs and ability to remain stably housed at the end of the assistance contract. Near the termination of assistance, finding replacement housing is difficult for the same reasons it was difficult before becoming homeless: high housing cost and the possibility of an eviction record.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates

The assessment of at-risk populations described in the foregoing paragraphs in this Consolidated Plan is based on ACS and CHAS data using HUD definitions for household types and housing problems, supplemented by available local data for certain groups specified by HUD, such as households with children and victims of domestic violence, dating violence, sexual assault, and stalking.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

There are 18,240 renter households who earn at or below 50 percent AMI and are severely cost burdened, according the CHAS data (see Table 6). Of these households:

- 8,655 are small, related households with four or fewer members
- 2,840 are large, related households with five or more members
- 1,550 are elderly households with one or more members over the age of 62
- 5,195 are other households

These extremely low- and low-income households are considered the most at risk of becoming homeless. This need is exasperated by the rising cost of housing compared to the wage gap for an entry level job position. According to 2023 Bureau of Labor Statistics data, the annual mean salary for a fast food worker or home health aide is approximately $35,000, equating to a monthly salary just below $3,000. Comparatively, according to Zumper Research, the median 1-bedroom apartment leased for approximately $2,265 in the County – an unattainable rent for most entry level positions. This gap has continued to grow over the past 5 years – creating even more pressure on extremely low- and low-income households in the region.

Discussion

According to the housing problem tables above, of households with incomes at or below 50 percent AMI, 37% are cost burdened renters, and one percent are crowded renters. Of households with incomes at or below 30 percent AMI, 39% are severely cost burdened renters and one percent are crowded renters. These households are presumed to be most at risk of becoming homeless.

NA-15 Disproportionately Greater Need: Housing Problems

Introduction

Sections NA-15, NA-20, and NA-25 of the Needs Assessment examine housing problems experienced by racial or ethnic groups and identifies when a need is experienced at a disproportionately greater frequency. A disproportionately greater need exists when members of a group in an income range experience housing problems at a greater rate (10 percentage points or more) than all households within that income level. For example, when evaluating households with incomes at or below 30 percent AMI, if 50 percent of the households experience a housing problem, but 60 percent or more of a group experience housing problems, that group has a disproportionately greater need. Please note as part of the CHAS data set HUD did not calculate households with no/negative income, but one or more of the other housing problems by race or ethnicity for the 2016-2020 period.

Housing problems and severe housing problems analyzed in sections NA-15 and NA-20 are based on the definitions that follow:

1. Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
2. Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet and a bathtub or shower.
3. Overcrowding: Household with more than 1.01 people per room.
4. Cost burden: Household pays more than 30 percent of its total gross income for housing costs. For renters, this includes rent paid by the tenant plus utilities. For owners, this includes mortgage payment, taxes, insurance, and utilities.

According to the 2016-2020 ACS, most residents identify ethnically as not Hispanic or Latino and most residents identify racially, excluding Hispanic ethnicity, as White, followed by Hispanic or Latino, Asian, two or more races, Black or African American, American Indian or Alaska Native, some other race, and Native Hawaiian or Pacific Islander.

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	30,715	8,410	0
White	15,155	4,315	0
Black / African American	640	165	0
Asian	1,470	570	0
American Indian, Alaska Native	95	50	0
Pacific Islander	10	10	0

Hispanic	12,770	3,055	0

Table NA-10: Disproportionally Greater Need 0 - 30% AMI
Data Source: 2016-2020 CHAS

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	25,740	9,870	0
White	11,425	5,400	0
Black / African American	410	49	0
Asian	1,130	480	0
American Indian, Alaska Native	35	40	0
Pacific Islander	25	79	0
Hispanic	12,290	3,715	0

Table NA-1: Disproportionally Greater Need 30 - 50% AMI
Data Source: 2016-2020 CHAS

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	30,395	22,690	0
White	15,155	11,830	0
Black / African American	555	240	0
Asian	1,705	940	0
American Indian, Alaska Native	10	34	0
Pacific Islander	65	4	0
Hispanic	12,375	9,365	0

Table NA-12: Disproportionally Greater Need 50 - 80% AMI
Data Source: 2016-2020 CHAS

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,235	17,695	0
White	7,380	9,830	0
Black / African American	205	320	0
Asian	770	920	0
American Indian, Alaska Native	35	4	0
Pacific Islander	30	40	0
Hispanic	3,540	6,030	0

Table NA-13: Disproportionally Greater Need 80 - 100% AMI
Data Source: 2016-2020 CHAS

Discussion

The method of calculating disproportionate need sets different groups of different sizes on equal footing, making it possible for any outsized impact on groups to be identified. However, throughout the County and across different races and ethnicities, 79 percent of residents with one or more of four housing problems earn at or below 30 percent AMI and 72 percent of residents earn at or below 50 percent AMI. These are very high rates of need which require almost an entire sub-population to be in need for disproportional impact to register.

The analysis shows the following:

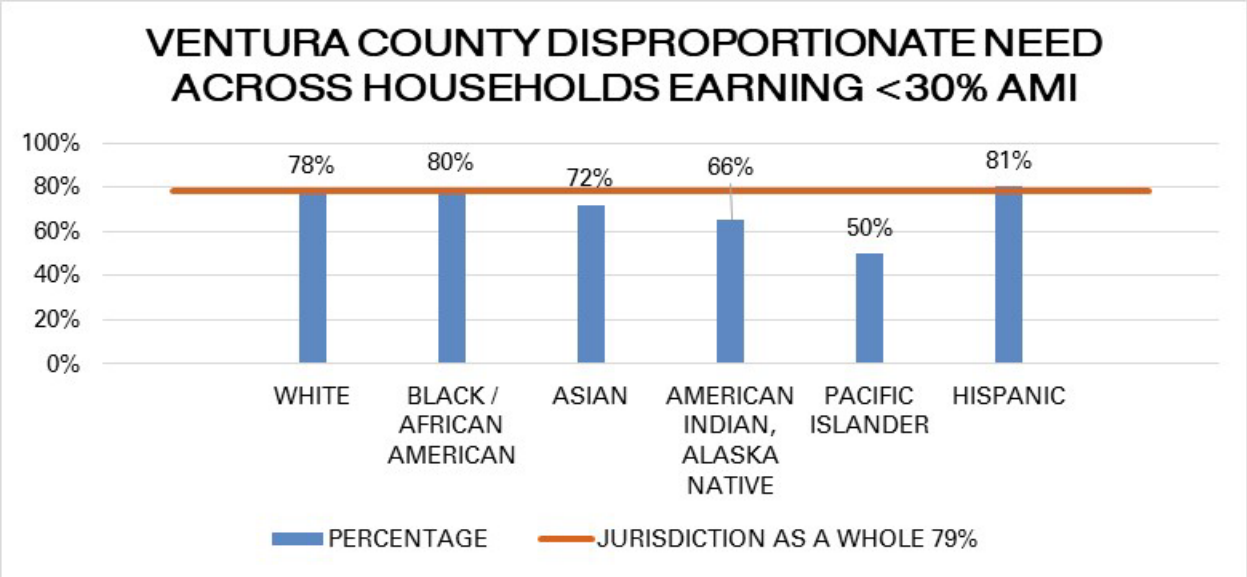


Figure NA-6: Disproportionate Need Across Households Earning <30% AMI
Data Source: 2016-2020 CHAS

Across households with incomes at or below 30 percent AMI there is no disproportionate concentration of those with one or more housing problem among households.

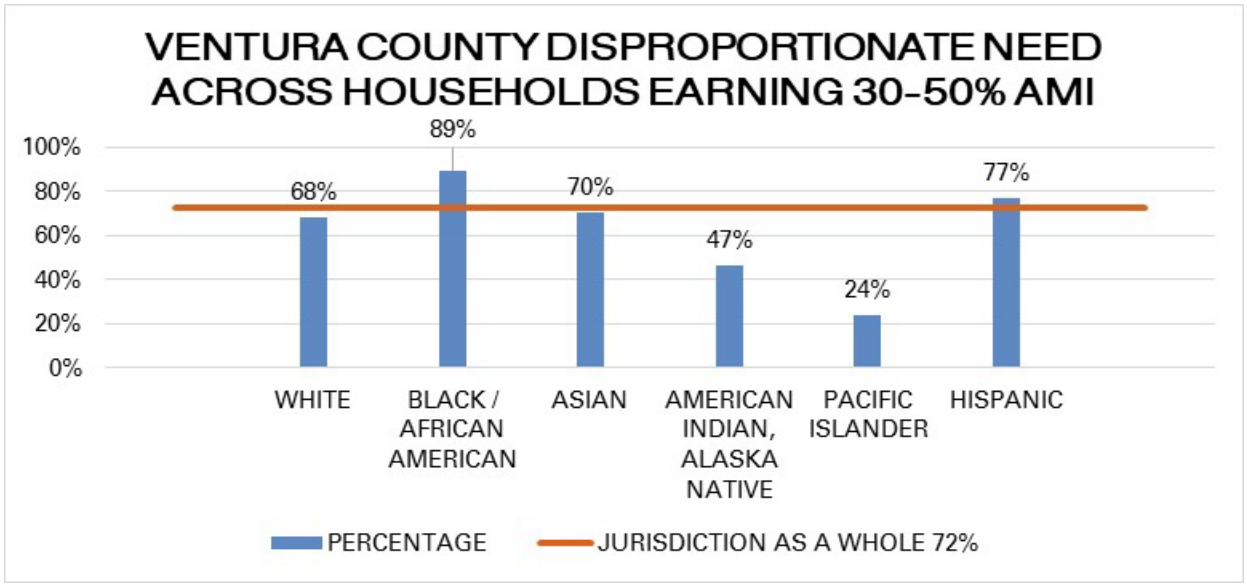


Figure NA-7: Disproportionate Need Across Households Earning 30-50% AMI
Data Source: 2016-2020 CHAS

Across households with incomes at least 30 percent but equal to or less than 50 percent AMI, there is a disproportionate concentration of those with one or more housing problems among households which identify racially or ethnically as follows: Black / African American.

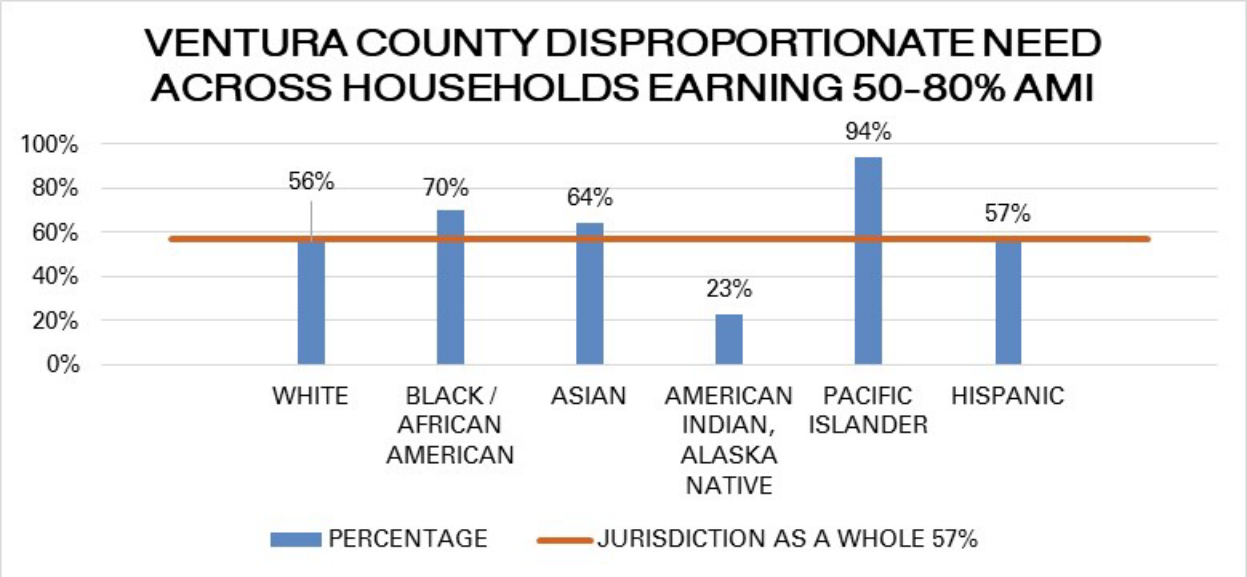


Figure NA-8: Disproportionate Need Across Households Earning 50-80% AMI
Data Source: 2016-2020 CHAS

Across households with incomes ranging from more than 50 percent to at or below 80 percent AMI there is a disproportionate concentration of those with one or more housing problem among households which identify racially or ethnically as Black / African American and Pacific Islander.

Note that Pacific Islanders have an increased share of households with one or more of four housing problems, but the overall number of households experiencing a housing problem for this race or ethnicity is quite low and within the CHAS margin of error.

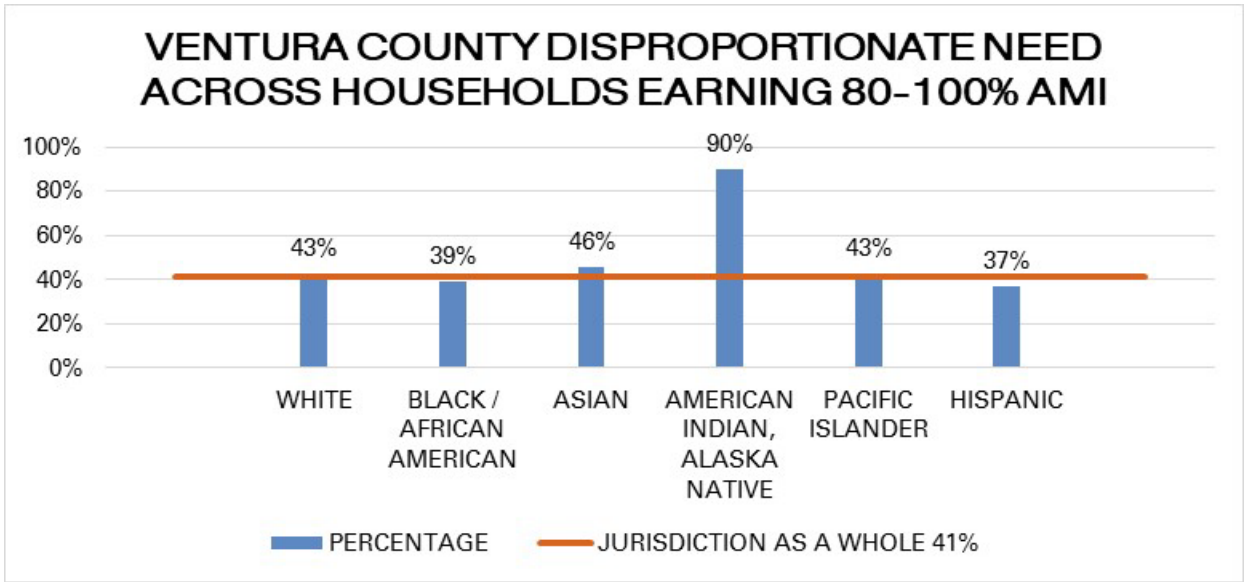


Figure NA-9: Disproportionate Need Across Households Earning 80-100% AMI
Data Source: 2016-2020 CHAS

Across households with incomes ranging from more than 80 to at or below 100 percent AMI, there is a disproportionate concentration of those with one or more housing problem among households which identify racially or ethnically as follows: American Indian, Alaska Native.

Note that American Indian, Alaska Native households have an increased share of households with one or more of four housing problems, but the overall number of households experiencing a housing problem for this race or ethnicity is quite low and within the CHAS margin of error.

NA-20 Disproportionately Greater Need: Severe Housing Problems

Introduction

Similar to the previous section, the Severe Housing Problems tables provide data to determine if disproportionate housing needs exist for any racial or ethnic group that experiences severe housing problems, which are defined as:

1. Lacks complete kitchen facilities: Household does not have a stove/oven and refrigerator.
2. Lacks complete plumbing facilities: Household does not have running water or modern toilets.
3. Severe overcrowding: A household is considered severely overcrowded if there are more than 1.5 people per room.
4. Severe cost burden: Household pays more than 50 percent of its total income for housing costs. Renter's housing costs include rent paid by the tenant plus utilities. Owner's housing costs include mortgage payment, taxes, insurance, and utilities.

Please note as part of the CHAS data set HUD did not calculate households with no/ negative income, but one or more of the other housing problems by race or ethnicity for the 2016-2020 period.

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	26,150	12,975	0
White	12,995	6,475	0
Black / African American	550	250	0
Asian	1,300	740	0
American Indian, Alaska Native	80	65	0
Pacific Islander	10	10	0
Hispanic	10,765	5,060	0

Table NA-2: Severe Housing Problems 0 - 30% AMI
Data Source: 2016-2020 CHAS

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	16,480	19,130	0
White	7,615	9,205	0
Black / African American	255	205	0
Asian	740	870	0
American Indian, Alaska Native	25	50	0
Pacific Islander	4	94	0
Hispanic	7,530	8,470	0

Table NA-15: Severe Housing Problems 30 - 50% AMI
Data Source: 2016-2020 CHAS

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,070	41,015	0
White	5,760	21,225	0
Black / African American	210	585	0
Asian	590	2,060	0
American Indian, Alaska Native	0	45	0
Pacific Islander	25	45	0
Hispanic	5,350	16,395	0

Table 3 – Severe Housing Problems 50 - 80% AMI
Data Source: 2016-2020 CHAS

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,880	27,045	0
White	1,170	16,035	0
Black / African American	30	500	0
Asian	195	1,495	0
American Indian, Alaska Native	35	4	0
Pacific Islander	15	55	0
Hispanic	1,335	8,230	0

Table NA-47 – Severe Housing Problems 80 - 100% AMI
Data Source: 2016-2020 CHAS

Discussion

The analysis shows the following:

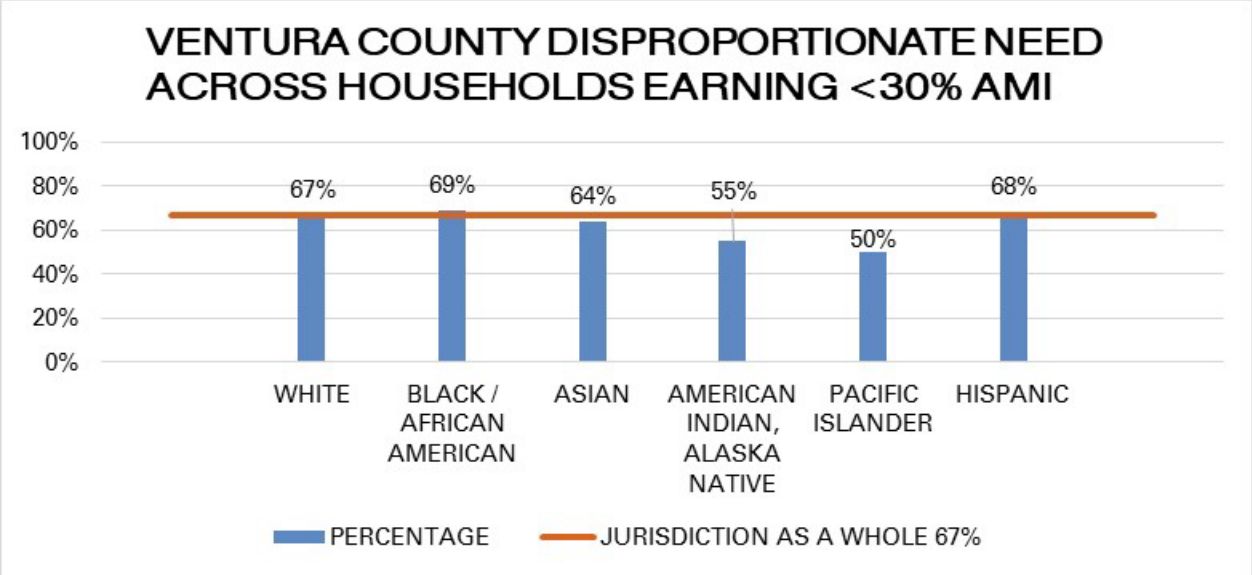


Figure NA-9: Disproportionate Need Across Households with Severe Housing Problems Earning <30% AMI
Data Source: 2016-2020 CHAS

Across households with incomes at or below 30 percent AMI, there is no disproportionate concentration of those with one or more severe housing problem among households.

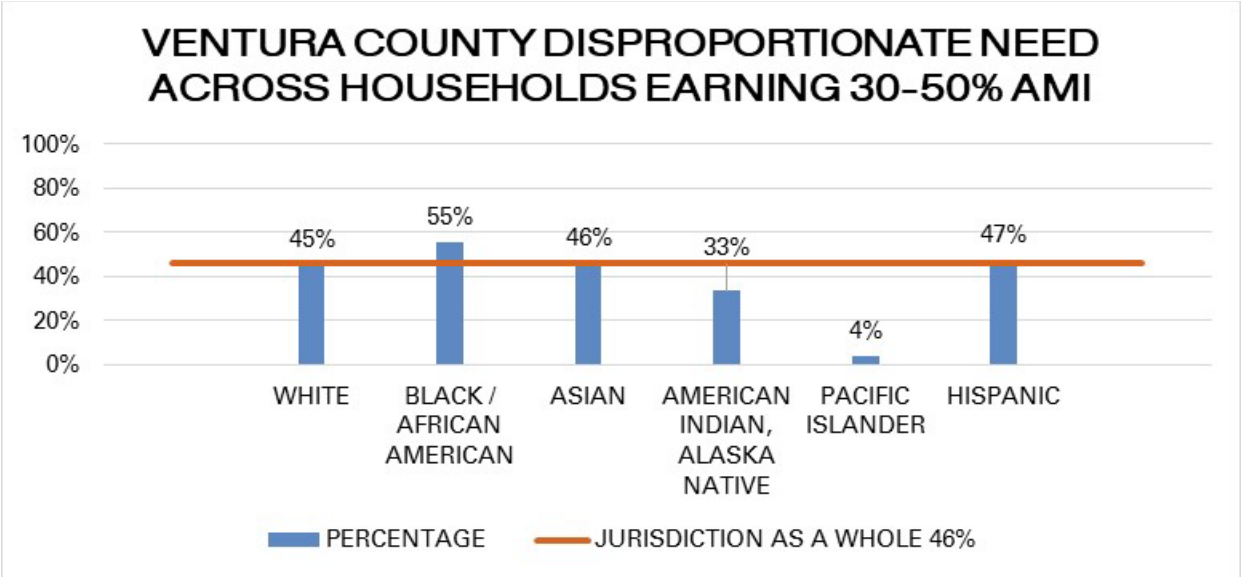


Figure NA-10: Disproportionate Need Across Household with Severe Housing Problems Earning 30-50% AMI
Data Source: 2016-2020 CHAS

Across households with incomes more than 30 and at or below 50 percent AMI, range there is no disproportionate concentration of those with one or more severe housing problem.

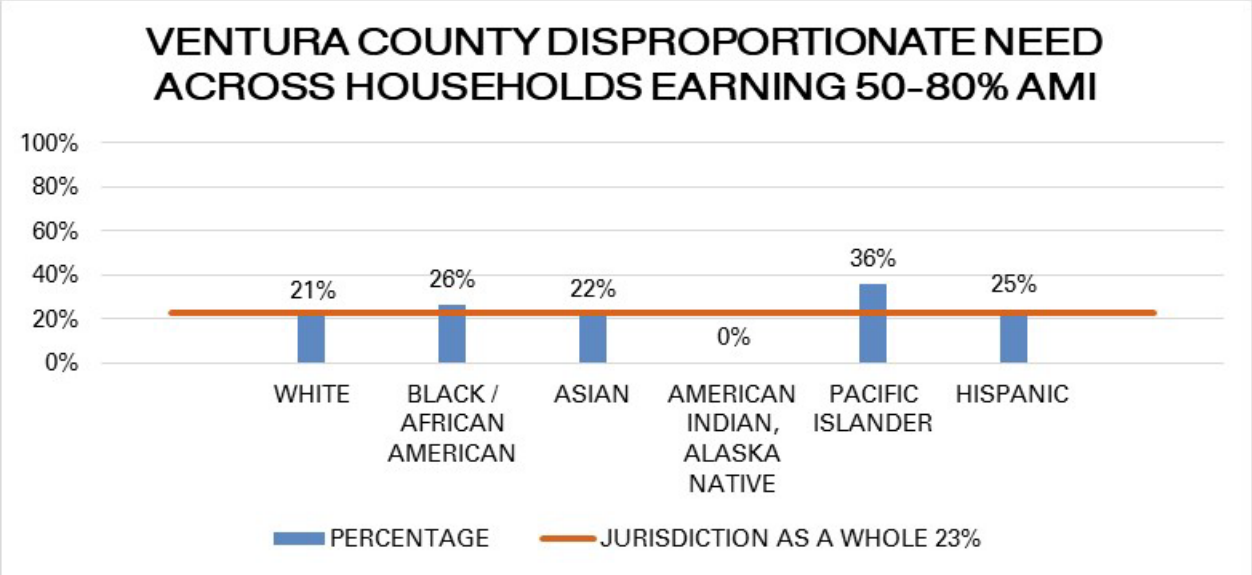


Figure NA-11: Disproportionate Need Across Households with Severe Housing Problems Earning 50-80% AMI
Data Source: 2016-2020 CHAS

Across households with incomes more than 30 and at or below 50 percent AMI, there is a disproportionate concentration of those with one or more severe housing problem among households which identify racially or ethnically as follows: Pacific Islander.

Note that Pacific Islanders have an increased share of households with one or more of four severe housing problems, but the overall number of households experiencing a severe housing problem for this race or ethnicity is quite low and within the CHAS margin of error.

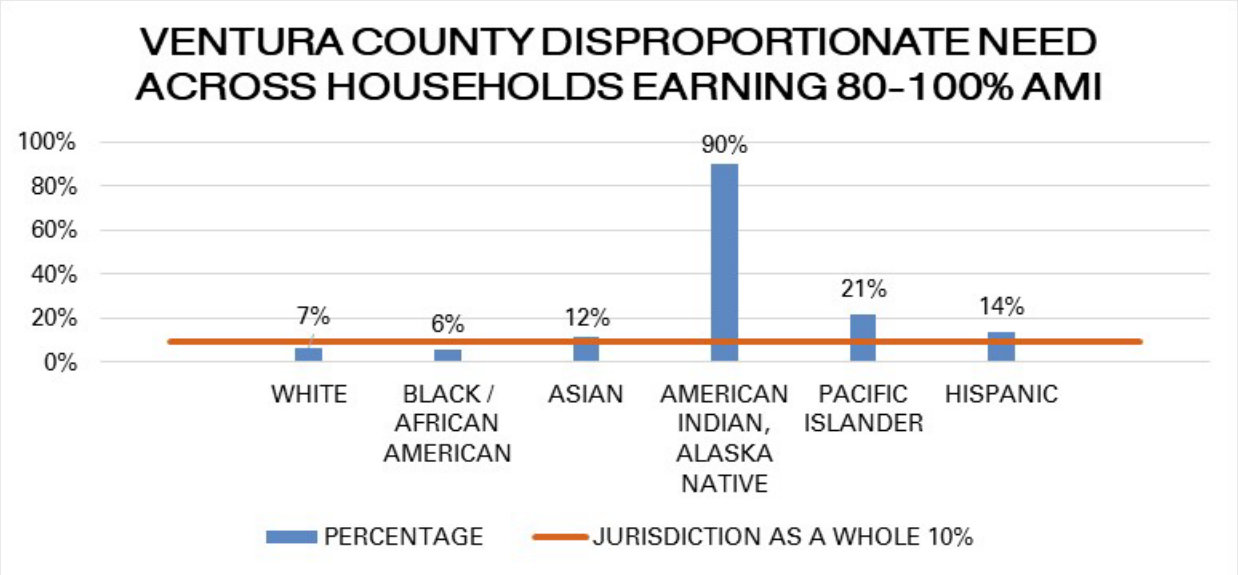


Figure NA-4: Disproportionate Need Across Households with Severe Housing Problems Earning 80-100% AMI
Data Source: 2016-2020 CHAS

Across households with incomes more than 80 and at or below 100 percent AMI, there is a disproportionate concentration of those with one or more severe housing problem among households which identify racially or ethnically as follows:

- American Indian, Alaska Native
- Pacific Islander

Note that Pacific Islander and American Indian, Alaska Native households have an increased share of one or more of the four severe housing problems, but the overall number of households experiencing a severe housing problem for this race or ethnicity is quite low and within the CHAS margin of error.

NA-25 Disproportionately Greater Need: Housing Cost Burdens

Introduction

HUD defines cost burden as the extent to which gross housing costs, including utility costs, exceeds 30 percent of a given household's gross income. A household is considered severely cost burdened if gross housing costs, including utility costs, exceed 50 percent of a household's gross income.

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	165,515	56,520	47,230	2,380
White	99,120	29,885	27,120	1,230
Black / African American	2,285	905	1,020	30
Asian	12,795	3,170	2,410	135
American Indian, Alaska Native	490	45	105	50
Pacific Islander	365	130	10	0
Hispanic	46,495	21,270	15,650	880

Table NA-18: Greater Need: Housing Cost Burdens AMI
Data Source: 2016-2020 CHAS

Discussion

The analysis shows the following:

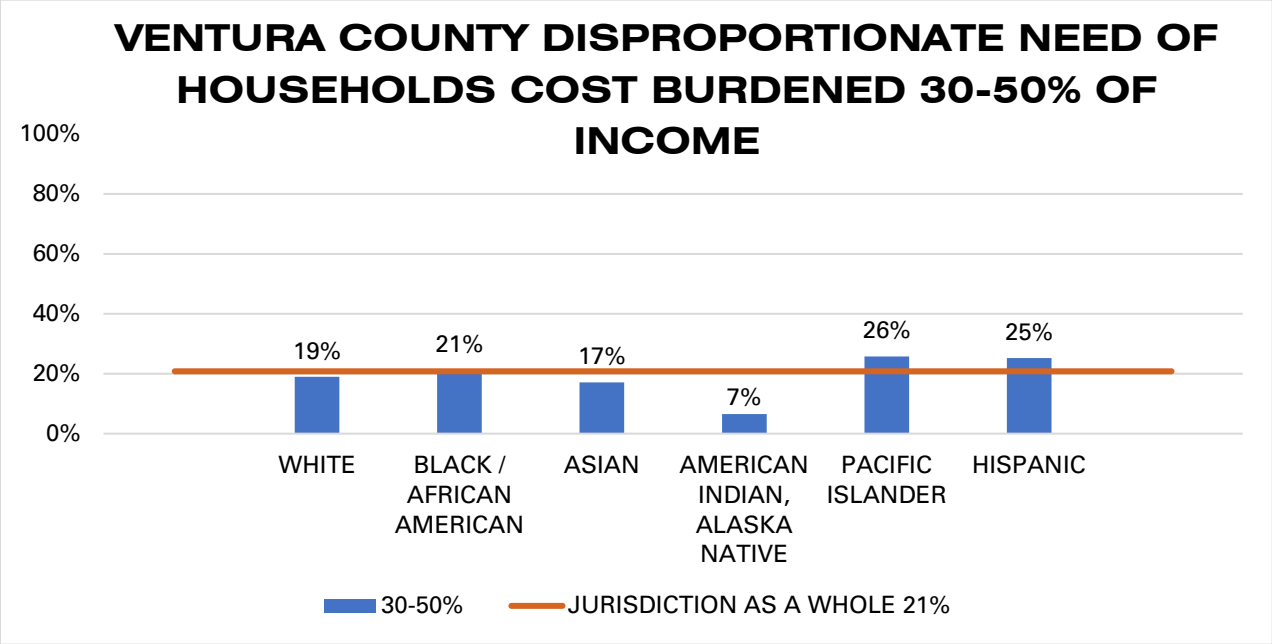


Figure NA-13: Disproportionate Need Across Households Cost Burdened 30-50% of Income
Data Source: 2016-2020 CHAS

Housing cost burdens equivalent to 30 to 50 percent of a household's income is not experienced disproportionately.

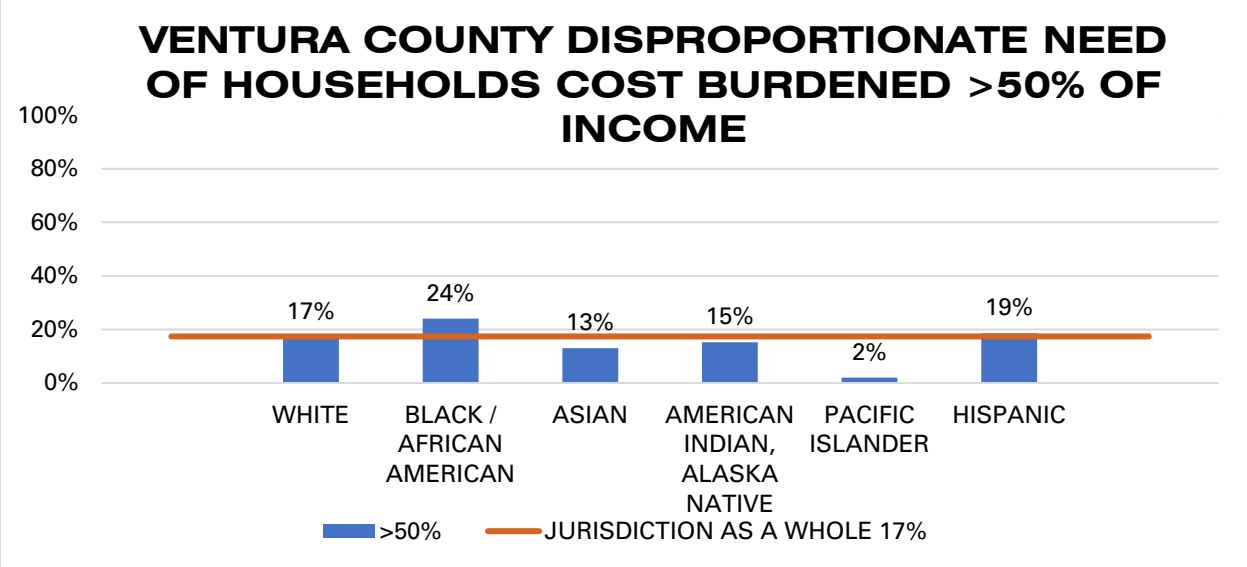


Figure NA-14: Disproportionate Need Across Households Cost Burdened >50% of Income
Data Source: 2016-2020 CHAS

Housing cost burdens greater than 50 percent of a household's income is not experienced disproportionately.

NA-30 Disproportionately Greater Need: Discussion

Are there any income categories in which a racial or ethnic group has a disproportionately greater need than the needs of that income category as a whole?

The following racial or ethnic groups were found to have a disproportionately greater level of housing problems relative to the percentage of all households in the given income category experiencing housing problems:

Income Category	Camarillo	Oxnard	Simi Valley	Thousand Oaks	San Buenaventura	Ventura County
0-30% AMI	-Black/ African America n	-None	-None	-Black/ African America n -America n Indian, Alaska Native	-Asian -American Indian, Alaska Native	-None
30-50% AMI	-Hispani c	-Black/Africa n American -American Indian, Alaska Native	-Black/ African America n -Pacific Islander	-Black/ African America n -Asian	-None	-Black/African American
50-80% AMI	-Black/ African-America n	-Pacific Islander	-Black/ African America n -Asian	-None	-Black/ African American	-Black/African American -Pacific Islander
80-100% AMI	-Asian	-Pacific Islander	-None	-Black/ African America n	-Asian -American Indian, Alaska Native	-American Indian, Alaska Native

Table NA-19: Disproportionate Need – Housing Problem Summary

The following racial or ethnic groups were found to have a disproportionately greater level of severe housing problems relative to the percentage of all households in the given income category experiencing severe housing problems:

Income Category	Camarillo	Oxnard	Simi Valley	Thousand Oaks	San Buenaventura	Ventura County

0-30% AMI	-Black/ African American -Asian	-None	-Black/ African American	-Black/ African American -American Indian, Alaska Native	-American Indian, Alaska Native	-None
30-50% AMI	-Hispanic -Asian	-American Indian, Alaska Native	-None	-Black/ African American -American Indian, Alaska Native	-Black/ African American	-None
50-80% AMI	-None	-Pacific Islander	-Black/ African American	-Black/ African American	-Black/ African American	-Pacific Islander
80-100% AMI	-None	-None	-Asian	-Hispanic	-Asian -American Indian, Alaska Native	-American Indian, Alaska Native -Pacific Islander

Table NA-20: Disproportionate Need – Severe Housing Problem Summary

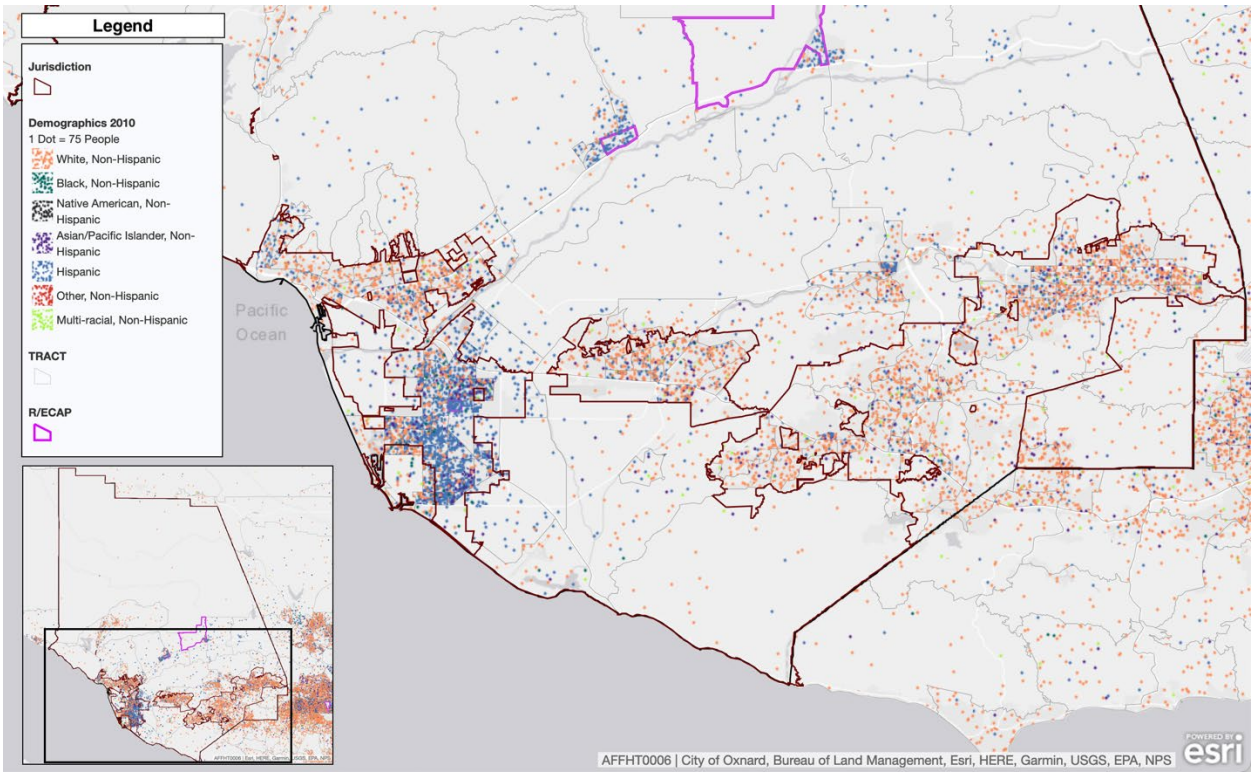
The following racial or ethnic groups were found to have a disproportionately greater level of housing cost burden relative to the percentage of all households experiencing cost burden:

Level of Cost Burden	Camarillo	Oxnard	Simi Valley	Thousand Oaks	San Buenaventura	Ventura County
30-50% of income	-Pacific Islander	-None	-None	-Pacific Islander	-None	-None
Greater than 50%	-None	-None	-Black/ African American	-Black/ African American	-Black/ African American -American Indian, Alaska Native	-None

Table NA-21: Disproportionate Need – Cost Burden Summary

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

As identified in the Analysis of Impediments, there is a high concentration of Hispanic residents in Oxnard and the City of Santa Paula (as indicated by the volume of blue dots in these areas in the map below. Areas in the balance of the region are better integrated as indicated by the mixture of different colored dots.



NA-35 Public Housing

Introduction

Public housing and housing vouchers are a couple of Ventura County's tools to address the affordable housing needs of extremely low- and very low-income families. There are multiple housing authorities active in the county. The Area Housing Authority of the County of Ventura (AHACV) administer Section 8 Housing Choice Vouchers and public housing in the cities of Camarillo, Fillmore, Moorpark, Ojai, Simi Valley, and Thousand Oaks as well as the unincorporated areas of the county. The cities of Ventura (Housing Authority of the City of San Buenaventura (HACSB)), Port Hueneme (Housing Authority of the City of Port Hueneme (PHHA)), Oxnard (Oxnard Housing Authority (OHA)), and Santa Paula (Housing Authority of the City of Santa Paula (SPHA)) operate their own public housing authorities independent of the AHACV. AHACV and OHA maintain a high-performer status with HUD. The tables in this section represent a consolidate summary of the public housing data for the inventories of all of the housing authorities operating in the county.

	Program Type								
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use			1826	5348	233	5038	43	21	0

Table NA-22: Public Housing by Program Type
Data Source: PIC (PIH Information Center)
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Race	Program Type								
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White			1714	4765	213	4488	35	19	
Black/ African American			55	332	4	320	5	1	
Asian			38	179	12	164	1	1	
American Indian/ Alaska Native			16	50	2	47	1	0	

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Pacific Islander			3	22	2	19	1	0	
Other									

Table NA-23: Race of Public Housing Residents by Program Type
Data Source: PIC (PIH Information Center)
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic			1145	2497	75	2400	9	8	
Not Hispanic			681	2851	158	2638	34	12	

Table NA-24:Ethnicity of Public Housing Residents by Program Type
Data Source: PIC (PIH Information Center)
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity that is conducted by federal agencies or that receives financial assistance from a federal agency. A housing provider may not deny or refuse to sell or rent to a person with a disability and may not impose application or qualification criteria, rental fees, or sales prices and rental or sales terms or conditions that are different than those required of, or provided to, persons who are not disabled. Further, housing providers may not require persons with disabilities to live only on certain floors, or to all live in one section of the housing. Housing providers may not refuse to make repairs and may not limit or deny someone with a disability access to recreational and other public and common use facilities, parking privileges, cleaning or janitorial services or any services that are made available to other residents.

The most common needs identified by public housing tenants and tenants are for additional bedrooms for home health aides or other care givers to provide assistance to the resident.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The greatest need of public housing residents and voucher holders is access to decent, affordable housing. The Area Housing Authority reported that the overall success rate of approved applicants leasing up is 68%. Of those leasing up, only 58% find housing within 60 days.

In addition to identifying housing units, the needs of public housing residents generally mirrors the needs of low-income residents within the region and seeking support for transportation, childcare, job training, food assistance, and healthcare assistance.

Discussion

The AHACV implements a variety of strategies to address the need for affordable housing. The core strategies include maximizing affordable housing opportunities through continuous program and management improvement and leveraging additional resources.

NA-40 Homeless Needs Assessment

Introduction

There are four federally-defined categories under which individuals and families are considered homeless:

1) Literally Homeless – An individual or family:
    a. Living unsheltered on the streets;
    b. Living in a vehicle or other place not meant for habitation;
    c. Living in an emergency shelter or transitional housing program, including a motel/hotel paid by a charitable organization or government program; or
    d. Exiting an institution (resided 90 days or less and previously resided in one of the two items listed above).
2) Imminent Risk of Homelessness – An individual or family imminently losing their housing:
    a. Housing will be lost within 14 days; and
    b. Has no subsequent residence; and
    c. Lacks resources and support network.
3) Homeless Under other Federal Statutes – An unaccompanied youth under the age of 25 or families with children and youth, who do not otherwise qualify as homeless under this definition, but who do meet all of the following:
    a. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
    b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
    c. Have experienced persistent housing instability as measured by two or more moves during the 60-day period immediately preceding the date of applying for homeless assistance; and
    d. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
4) Fleeing or Attempting to flee Domestic Violence – An individual or family:
    a. Fleeing or attempting to flee domestic violence situation, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member; and
    b. Has no subsequent residence; and

c. Lacks the resources and support network.

Population	# homeless on a given night		# homeless each year			# of days in homeless-ness
	Sheltered	Unsheltered	Returning	Becoming	Exiting to PH	
Persons in households with adult(s) and child(ren)	108	10	137	1208	408	210 Emergency Shelter 224 Transitional Housing
Persons in households with only children	1	0				
Persons in households with only adults	520	1392				
Chronically homeless individuals	364	678				
Chronically homeless families	24	5				
Veterans	38	69				
Unaccompanied Transitional Age Youth (ages 18-24)	26	49				
Persons with HIV/AIDS	7	9				

Table NA-25: Homeless Needs Assessment
Data Source: 2024 Ventura County Homeless Count & Survey Report
Data Source Comments: HUD Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations PIT count

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Families

Significant progress has been made in reducing family homelessness within Ventura County in the past five years. Cities report that the investment of COVID-19 resources have increased the housing opportunities and reduced the unsheltered population. However, resources continue to need to be allocated to assist homeless families in Ventura County, including additional affordable and supportive housing opportunities that target this population. There are homeless families with children in the county who are unsheltered, in emergency shelter, and in transitional shelter. This is exemplified by the number of families who are cost burdened or severely cost burdened and at risk of becoming homeless.

The 2024 Point in Time Count shows 317 persons in families, including 209 children under the age of 18, were counted in the 2024 Point in Time Count. This consists of 39 families in shelter, 69 families in transitional housing and 10 unsheltered families.

Veterans

The number of homeless veterans has remained relatively stable over the past 5 years (109 in the 2019 Point in Time Count compared to 107 in the 2024 Point in Time Count). However, the percentage of unsheltered veterans has decreased from 75% to 64% over the same period. Resources continue to need to be allocated to provide targeted housing and wrap around services to veterans throughout the region.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

As summarized in the chart below, the race that experiences homelessness the most is White (73%), followed by multi-racial (19%) and Black/ African-American (6%).

Race	Sheltered	Unsheltered (optional)
Black or African American	64	72
White	334	680
Asian	10	16
American Indian or Alaska Native	19	22
Native Hawaiian or Pacific Islander	1	5
Multiple Races	348	96
Ethnicity	**Sheltered**	**Unsheltered (optional)**
Hispanic	483	605
Not Hispanic	444	826

Table NA-26:Nature and Extent of Homelessness
Data Source: HUD Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations

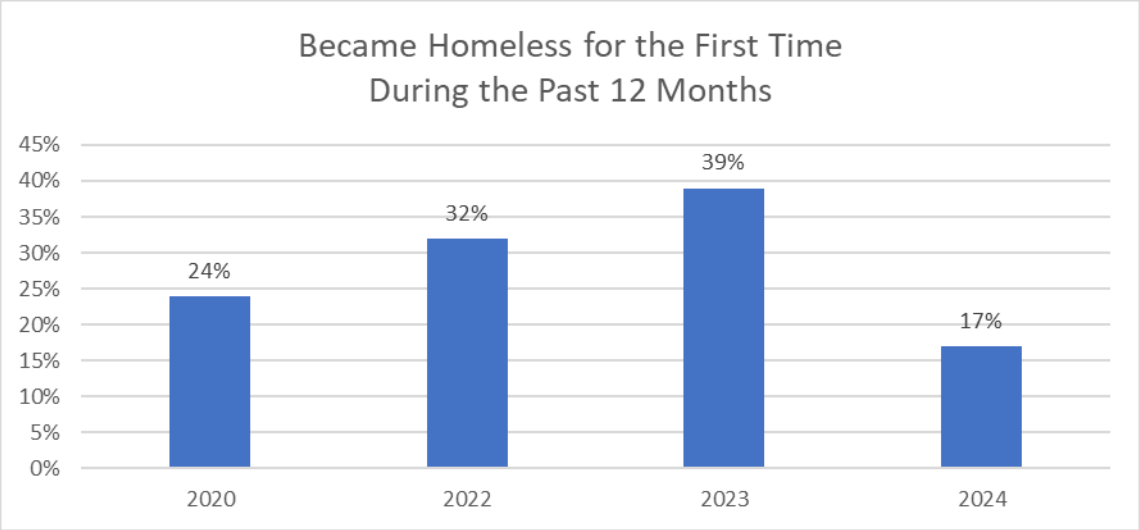
When comparing this data to race data for the entire county, the share of Black individuals experiencing homeless is more than double the share of black individuals in the county. Likewise, the share of multi-racial individuals experiencing homelessness is more than 4 times the share of multi-racial individuals in the general public.

The share of Hispanic individuals experiencing homelessness in the county is approximately 46%, this is just two percentage points over the share of Hispanic individuals in the County as a whole.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The U.S. Department of Housing and Urban Development (HUD) defines “unsheltered” homelessness as “an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.”

Approximately 60% of the total homeless population was unsheltered in 2024, a 12.4 percent reduction compared to the 2023 Point in Time Count. As demonstrated in the chart below, the percentage of unsheltered adults who became homeless for the first time during the prior year decreased from more than one third (39%) in 2023 to less than one fourth (17%) in 2024. Additional resources for homelessness prevention have been dedicated through the State of California and Ventura County Continuum of Care to provide rental assistance, utility assistance, and landlord engagement to provide more stability for households who were at risk of homelessness.



The Ventura County Continuum of Care homeless services system served 6,060 persons including 5,271 adults and 1,215 persons in families, including 759 children. A total of 3,284 referrals were made to programs including homeless prevention assistance, emergency shelter, transitional housing, and rapid re-housing. There are 40 participating partner agencies and organizations that provide homeless services and supports to those experiencing homelessness in Ventura County.

NA-45 Non-Homeless Special Needs Assessment

Introduction

Special needs populations consist of persons who are not homeless, but due to various reasons need services and supportive housing. Persons with special needs include the elderly, frail elderly, severely mentally ill, developmentally disabled, physically disabled, persons with alcohol or other drug addictions, persons with HIV/AIDS, and victims of domestic violence.

Describe the characteristics of special needs populations in your community.

Elderly and Frail Elderly

HUD defines elderly as a person who is 62 years of age or older. A frail elderly person is an elderly person who is unable to perform at least three "activities of daily living" including eating, bathing, grooming, or home management activities. Generally, elderly people have lower incomes than the population at large. Based on 2016-2020 CHAS data of the 107,380 households containing at least one elderly person in Ventura County, 52 percent, or 55,535 households, earn at or below 80 percent of the AMI and may require public services to continue to live independently. ACS data from the same period shows 46,725 residents of Ventura County aged 65 and above have a disability. Of those people, 61 percent have cognitive difficulty, 47 percent have vision difficulty, and 40 percent have ambulatory difficulty.

Persons with Disabilities

HUD defines a disabled person as having a physical or mental impairment that substantially limits one or more major life activity. The obstacle to independent living for these adults is not only their disability, but also the lack of financial resources, often related to limited employment. Additionally, persons with disabilities have high health care costs, are dependent on supportive services, and may require accessibility modifications to accommodate their disability. Based on 2021, 1-year ACS estimate, of the total Civilian Noninstitutionalized Population age 18 and to 64 in Ventura County, an estimated 43,082 persons have a disability; 18,648 are employed; 3,262 are unemployed; and 21,172 are not part of the labor force.

Alcohol and Other Drug Addictions

The Substance Abuse and Mental Health Services Administration (SAMHSA) is the federally funded institution established to disseminate information on mental disorders, including data on prevalence. Prevalence data is collected through the National Survey on Drug Use and Health (NSDUH) and is calculated for a two-year period. Unfortunately, the pandemic disrupted the method of survey delivery which has disrupted the data series. The most recent data set for the 2021-2022 period is only available at the state level.

In 2013-2014 NSDUH results found 8.27 percent of California residents aged 12 and over had experienced substance use disorder in the past year. The post-pandemic survey shows in 2021-2022, 17.12 percent of California residents of the same age range had experienced the same disorder. This high degree of prevalence is consistent with national outcomes.

HIV/AIDS

Human Immunodeficiency Virus (HIV) weakens the immune system by destroying important cells which fight disease and infection. Acquired Immune Deficiency Syndrome (AIDS) is the final stage of HIV. The Center for Disease Control's (CDC) Atlas Plus program reported in Ventura County an estimated 55 were newly diagnosed during 2022 (https://www.cdc.gov/nchhstp/atlas/index.htm, accessed September 2024). New HIV diagnoses were most concentrated among people 25-34 years of age. For persons living with HIV/AIDS, access to affordable housing, supportive services, and quality health care is important to maintaining their health and well-being.

Victims of Domestic Violence

Domestic violence, assault, and stalking are not always reported. According to the 2022 National Crime Victimization Survey, only 53 percent of all domestic violence events and 21 percent of rapes/ sexual assaults were reported to the police. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or by a person who is cohabitating with or has cohabited with the victim. In 2022, a total of 1,307 calls related to domestic violence were made from Ventura County (openjustice.doj.ca.gov, accessed September 2024). Of those 52 incidents involved a weapon. Those incidents breakdown as follows:

- one was with a firearm;
- four were with a knife or cutting instruments;
- eight were with other dangerous weapons; and
- 39 were with personal weapons.

What are the housing and supportive service needs of these populations and how are these needs determined?

Supportive services required for special needs populations include case management, medical or psychological counseling and supervision, childcare, transportation, and job training provided for the purpose of facilitating a person's stability and independence. The range of these needs varies based on the specific characteristics of each population.

To determine the level of need and types of services needed by special needs populations, the County conducted a survey, consulted with local service providers, and reviewed ACS data and other federal and state data sources.

In general, for each population identified in this section, safe and stable housing is paramount to the delivery of other services and programs. The most commonly identified supportive service needs include mental health, access to healthcare, and transportation services.

In housing, accessibility modifications to accommodate persons with mobility disabilities may include, but are not limited to, wider doorways, no-step thresholds, installation of ramps, grab bars, lowered countertops, and accessible hardware. The needs of residents with sensory disabilities are different from those with mobility disabilities. Individuals with hearing disabilities require visual adaptations for such items as the telephone ringer, the doorbell, and smoke alarms. Residents who are blind may require tactile marking of changes in floor level and stair edges and braille markings on appliances and controls. People with low vision may require large print markings and displays,

contrasting colors to distinguish changes in level or transition from one area to another, proper lighting, and reduced glare from lighting and windows.

In general, for persons with special needs, the high cost of living in Ventura County makes it difficult to maintain a stable residence. Often these segments of the population rely on support services from various Ventura County nonprofit organizations to avoid becoming homeless or institutionalized.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area.

According to the CDC, at the end of 2021, 1.2 million people in the United States were HIV positive, and 35,716 were newly diagnosed the same year (cdc.gov, accessed September 2024). Ventura County CDC data shows the number of persons living with HIV has increased from 860 in 2013 to 1,244 in 2022

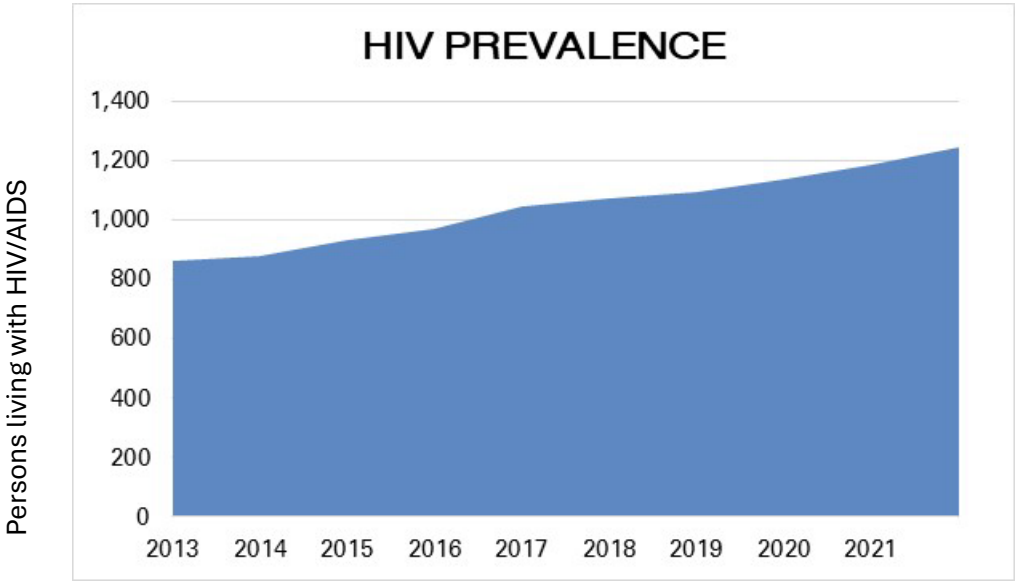


Figure NA-16: HIV Prevalence
Data Source: CDC Atlas Plus

In 2022, there were a reported 55 new HIV diagnoses in Ventura County. People aged 25-34 accounted for 40 percent, the greatest concentration of new cases. Of the newly diagnosed, 85 percent were male of whom most identified racially/ethnically as Hispanic/Latino.

Discussion

In addition to the elderly, frail elderly, severe mentally ill, developmentally disabled, physically disabled, persons with alcohol and other drug addictions, persons with HIV/AIDS, and victims of domestic violence described above, two other subpopulations with special needs in Ventura County include victims of human trafficking and individuals with Post-traumatic Stress Disorder (PTSD).

Victims of Human Trafficking

Human trafficking is a crime that involves the forceful, fraudulent, or coercive methods of entrapping a person, real or perceived, to exploit them for financial gain. The exploitative nature can come in the form of labor services, involuntary servitude, enslavement, debt bondage or commercialized sex acts. Human trafficking is extremely difficult to track; there is no recent or reliable prevalence rate to report. In 2021 the National Human Trafficking Hotline received the most calls from California of all 50 states (https://humantraffickinghotline.org/ accessed December 2023). Of national cases reported to the hotline, the majority were for sex trafficking of adult women.

The U.S. Department of State *Trafficking in Persons Report* published in July 2022, reports victims of human trafficking are found in every state in the country and trafficked from every country in the world. Victims of human trafficking in the United States are most frequently trafficked from within the United States, Mexico, and Honduras. *Trafficking in Persons* reports "human trafficking patterns in the United States continued to reflect the living legacy of the systemic racism and colonization globalized during the transatlantic slave trade through chattel slavery and regional practices of Indigenous dispossession. Traffickers often target those who experience compounding forms of discrimination (such as discrimination because of one's racial or ethnic group, gender identity, disability, or sexual orientation), experience violence (such as intimate partner or domestic violence) or interact with government run programs (such as the criminal justice system, runaway and homeless youth services, foster or institution care, and the immigration enforcement system.")

Post-traumatic Stress Disorder

The National Institute of Mental Health (NIMH) explains PTSD can "develop after exposure to a potentially traumatic event that is beyond a typical stressor" and potential inducing events may include, but are not limited to, "violent personal assaults, natural or human-caused disasters, accidents, combat, and other forms of violence." Symptoms of PTSD can be debilitating. The U.S. Department of Veteran's Affairs National Center for PTSD recognizes the disorder impacts populations inside and outside of the military, including families, children, and non-combatants. The National Center reports an estimated six percent of the population, eight percent of women and four percent of men, will have PTSD at some point in their lives. "Women are more likely to develop PTSD than men…in part due to the types of traumatic events that women are more likely to experience – such as sexual assault—compared to men." Challenges these special needs populations and subpopulations face include low-income and high housing cost. This segment of the population also struggles for a decent quality of life that includes access to necessities, adequate food, clothing, and medical care.

Novel coronavirus COVID-19

COVID-19 caused a global pandemic. Its widespread impact on the United State began in March 2020. In the ensuing years, lives changed dramatically, from the impact of measures to prevent the spread of the disease – including stay-in-place orders, social distancing, mask wearing and vaccination – to death. The Coronavirus Aid, Relief and Economic Security (CARES) Act allocated funds to respond to the public health emergency through HUD. National and global public health emergency status was lifted in May 2023; however, the virus is still present and active around the world.

NA-50 Non-Housing Community Development Needs

Describe the jurisdiction's need for Public Facilities and Improvements

Non-housing community development covers a broad range of needs, including public facilities, infrastructure, transportation, human services, and neighborhood services. Within the six Entitlement Jurisdictions, these needs are primarily addressed by a broad range of funding sources, supplemented with targeted HUD funding. Existing local and regional plans helped identify needs and were complemented by resident surveys and stakeholder focus groups.

The region's needs for public facilities and improvements include, but are not limited to, the following areas:

1. **Streetscape Improvements:** Increase prevalence of sidewalks and lighting to improve community walkability and access to community amenities and businesses.
2. **Bike/ Pedestrian Trails:** Expand the network of bicycle and pedestrian trails within the region to ensure bicycle rider safety and increased access within the county.
3. **Community Centers:** Maintain and increase senior, youth, and general community center improvements within low- and moderate-income areas to provide adequate community space to all community members.
4. **Parks/ Greenspace:** Maintain and expand park and recreation space throughout the county with an emphasis on expanding or improving park space in low- and moderate-income areas

How were these needs determined?

Needs were determined through the consultation process in the following ways:

- In person and remote community meetings
- Community member survey responses
- Remote stakeholder meetings and interviews
- Stakeholder survey responses
- Review of plans and strategy documents developed by the County and the entitlement jurisdictions

Describe the jurisdiction's need for Public Services.

The most commonly identified public service needs include:

1. Senior Services
2. Youth Services
3. Childcare
4. Homeless Services
5. Transportation Services
6. Job Training

How were these needs determined?

Needs were determined through the consultation process in the following ways:

- In person and remote community meetings
- Community member survey responses
- Remote stakeholder meetings and interviews
- Stakeholder survey responses
- Review of plans and strategy documents developed by the County and the entitlement jurisdictions

Section 4:

Market Analysis

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview

This section of the Consolidated Plan evaluates housing market conditions in Ventura County including housing supply, demand, condition, and cost. The type of tenure of housing in the Ventura County are mixed. Single, detached-structures and single, attached-structures structures are most common. Owner households occupy 63 percent of units.

The data shows the housing market in the region is relatively tight and many households, especially renter households, are experiencing a housing cost burden. From 2021 to 2023 the median value for homes in Ventura County increased by 10 percent, according to the Zillow Home Value Index. ACS data shows median contract rent increased 33 percent over the last 10 years. For many years monthly rent increased at a faster rate than household income. CHAS data shows 26 percent of households earning at or below 80 percent AMI experience a housing cost burden greater than 50 percent of income.

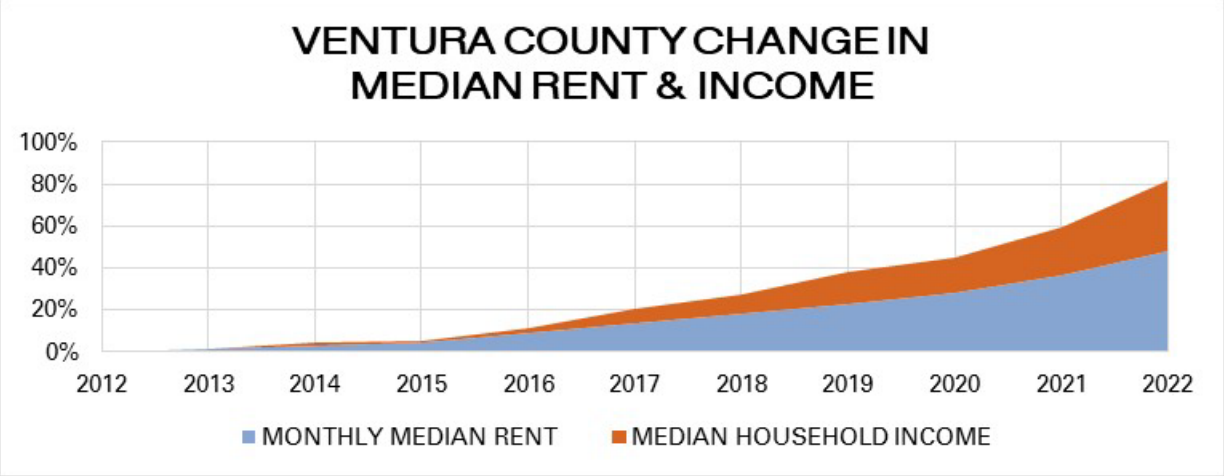


Figure MA-1: Change in Median Rent and Income
Source: 2016-2020 ACS

MA-10 Number of Housing Units

Introduction

According to 2016-2020 ACS data, 64 percent of the region's housing stock is comprised of single, detached-structures housing. Structures with single, attached-structures represent the next greatest amount of housing at 12 percent. Mobile homes comprise the smallest portion of the housing stock in the region at one percent. According to the 2016-2020 ACS 5-year estimates, the gross number of housing units in the region increased by six percent from 283,581 in 2015 to 289,197 in 2020.

Most ownership housing units in Ventura County have two or three bedrooms (55 percent). In comparison, only one percent of the region's rental housing is comprised of units with no bedrooms. The tables below indicate the number of residential properties in the region by property type, unit size, and tenure.

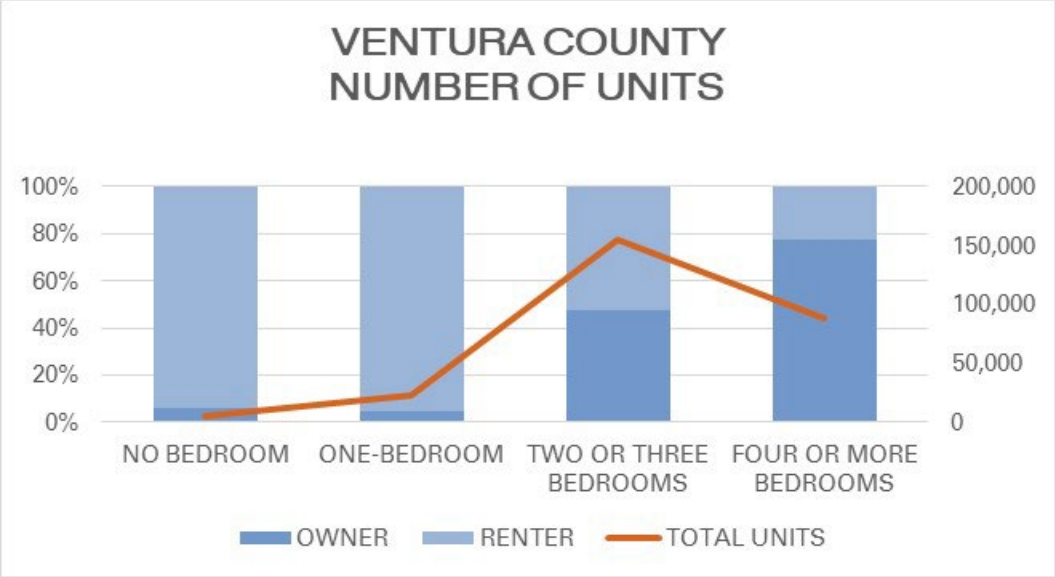


Figure MA-2: Size of Units
Source: 2016-2020 ACS

Property Type	Number	%
1-unit detached structure	184,062	64%
1-unit, attached structure	34,263	12%
2-4 units	15,342	5%
5-19 units	24,793	9%
20 or more units	19,496	7%
Mobile Home, boat, RV, van, etc.	11,241	4%
Total	289,197	1

Table MA-1: Residential Properties by Unit Number Data Source: 2016-2020 ACS				
	Owners		Renters	
	Number	Percentage	Number	Percentage
No bedroom	525	0%	4,941	5%
1 bedroom	1,961	1%	21,561	22%
2 bedrooms	94,287	55%	60,421	61%
3 or more bedrooms	75,264	44%	12,679	13%
Total	172,037	1	99,602	1

Table MA-2: Unit Size by Tenure
Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Each jurisdiction tracks the status of affordable housing units, which were constructed or rehabilitated with a variety of federal, state and local subsidies, including but not limited to HOME, Housing Set-Aside, Housing Bond, or tax credit funds.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

HUD requires the region to analyze federal, state and locally assisted housing units that may be lost from the region's affordable housing stock. The expiration of affordability restrictions on government assisted rental units is the typical reason that affordable units convert to market rate and are "lost." Much of the housing at-risk of conversion from affordable housing to market rate housing is predominantly reserved for lower income households.

Use restrictions, as defined by state law, means any federal, state, or local statute, regulation, ordinance, or contract which as a condition of receipt of any housing assistance, including a rental subsidy, mortgage subsidy, or mortgage insurance, to an assisted housing development, establishes maximum limitations on tenant income as a condition of eligibility for occupancy.

To maintain the existing affordable housing stock, the region may either attempt to preserve the existing assisted units or facilitate the development of new units. Each negotiation to preserve affordable units is unique in the sense that each project's ownership interests, and economic needs will vary and the region's resources may be insufficient to preserve all units when covenants do expire. Depending on the circumstances of each project that includes at-risk units, different options may be used to preserve or replace the units. Preservation options typically include: 1) transfer of units to nonprofit ownership; 2) provision of rental assistance to tenants using other funding sources; and 3) purchase of extended affordability covenants. In terms of replacement, the most direct option is the development of new affordable units with long-term covenants.

The table below summarizes the affordable housing properties that are expected to expire by 2029 within the region. It should be noted that some of the properties expiring soon are owned by non-profit organizations or housing authorities and there is a high probability that affordability covenants will be extended for those properties.

Property Name	Jurisdiction	Rental/Owner	Target Population	# of Affordable Units	Expected Expiration Date
Ponderosa Village (55+)	Camarillo	rental	general	90	2029
Paseo El Prado Apts.	Oxnard	rental	family	23	2023
Pacific Point Apartments	Oxnard	rental	general	213	2027
Heritage Park Apartments	Oxnard	rental	senior	195	2027
Arroyo Villas	Thousand Oaks	rental	family	40	2025
Los Arboles	Thousand Oaks	rental	family	43	2028
Corta Bella	Thousand Oaks	owner	family	26	2025
Country Grove	San Buenaventura	owner	general	146	2026
La Paloma	San Buenaventura	owner	general	95	2025
Northbank Greens	San Buenaventura	owner	general	148	2026
Seneca Highlands	San Buenaventura	owner	general	46	2029
1300 Saratoga	San Buenaventura	rental	general	3	2028
Kalorama Apartments	San Buenaventura	rental	family	18	2028
Esseff Village Apartments	Thousand Oaks	rental	permanent supportive housing	50	2029
Harvard Place Apartments	Santa Paula	rental	general	40	2025
Stoll House Apartments	Thousand Oaks	11	general	11	2027

Table MA-3: Existing Affordable Housing Developments

Does the availability of housing units meet the needs of the population?

According to 2016-2020 CHAS data, the current availability of housing units in Ventura County does not meet the needs of the population. There is a significant need for additional rental housing units of all sizes affordable to low- and moderate-income households. The Cost Burden tables in section NA-10 show 74,740 low-income households, of whom 9,620 are cost burdened renter households and 18,240 severely cost burdened renter households.

Describe the need for specific types of housing.

As described in the NA-10 section of this plan, there are 18,240 renter households earning at or below 50 percent AMI and experiencing severe housing cost burdened:

- 8,655 are small, related households with four or fewer members
- 2,840 are large, related households with five or more members
- 1,550 are elderly households with one or more members over age 62
- 5,195 are other/single person households

This breakdown by tenure, income, cost burden, and household type indicate a need for additional affordable units of all sizes in Ventura County.

Discussion

For decades, California's housing market has been among the most expensive in the country, and those conditions persist today. Not only was renting expensive, but purchasing a home was also largely out of reach. To afford median market rent for a two-bedroom unit in Ventura County a household needed to earn $58.79 per hour or work 147 hours per week at minimum wage of $16 per hour, which equates to four full-time jobs. These calculations were made using the same method as the National Low Income Housing Coalition in the *Out of Reach* series and using market rate rent from Zumper. Market rate rents are significantly higher than fair market rents and more accurately reflect the experience low- and moderate-income households are facing.

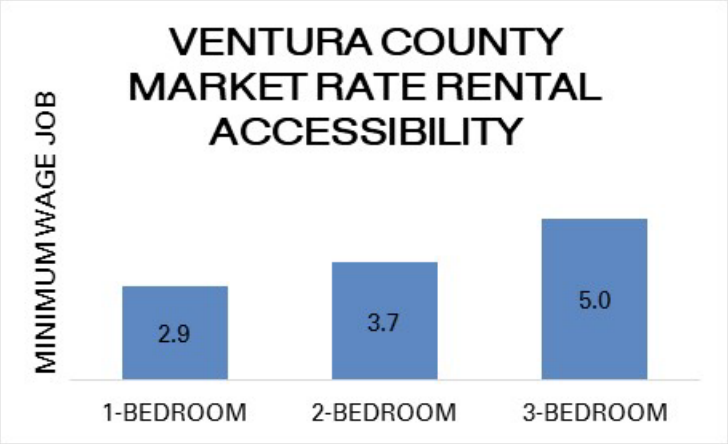


Figure MA-3: Minimum Wage Affordability
Data Source: 2022 Zumper Research & CA Minimum Wage Data

MA-15 Housing Market Analysis: Cost of Housing

Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing and whether the housing is affordable to households who live there or would like to live there. If housing costs are relatively high in comparison to household income, a correspondingly high prevalence of housing cost burden and overcrowding will typically occur.

The Housing Costs table indicates the median home value and contract rent (not including utility or other associated costs). These values are self-reported by residents through the ACS Survey and the data reflects the 5-year estimate for 2016-2020. Looking to more current housing sales and rental market data it becomes clear the cost of housing is growing rapidly year over year.

According to Zumper, from 2023 to 2024 median rents increased six percent for one-bedroom units, decreased two percent for two-bedroom units, and increased seven percent for three-bedroom units. ACS data shows median contract rent increased 33 percent from 2010 to 2020.

Median home values have increased significantly since the last Consolidated Planning process. In 2020, according to ACS data, median home values in Ventura County were seven percent higher than what they had been in 2010, during the mortgage-backed securities housing foreclosure crisis. According to the Zillow home value index, from 2021 to 2023 value increased 10 percent from $753,022 to $830,163.

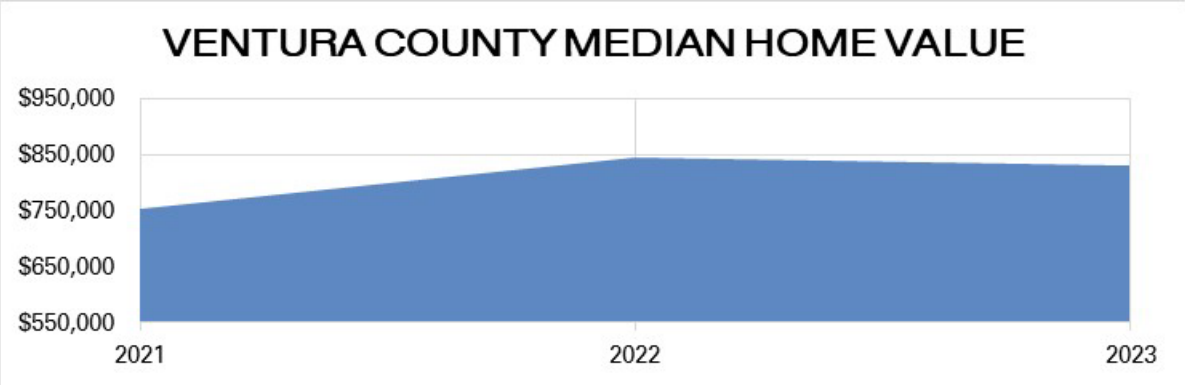


Figure MA-4: Median Home Value
Data Source: 2021-2023 Zillow Home Value Index Research

Based on the reported housing costs, the Housing Affordability Table 7 indicates the number of units currently affordable to households at different levels of income. It is important to note that simply because a unit is affordable to residents at that income level, it does not necessarily mean that a household at that income level is occupying the unit. These "affordable" units are primarily units that were either purchased or leased in the past and the corresponding mortgage or rent payment has not "reset" to market rates. Thus, the more telling data regarding affordability is the rising cost of housing, especially when compared to the lower growing annual wages within the region.

Rental Housing Cost by Bedroom	2022	2023	2024	% Change

1-bedroom	2,128	2,144	2,265	6.4%
2-bedroom	2,880	2,899	2,822	-2.0%
3-bedroom	3,598	3,786	3,862	7.3%

Table MA-4: Rental Housing Costs
Data Source: Zumper Research (accessed September 2024)

Cost of Housing	2010	2020	% Change
Median Home Value	568,700	609,200	7%
Median Contract Rent	1,391	1,854	33%

Table MA-5: Cost of Housing
Data Source: 2010, 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	Percentage
Less than $500	3,892	4.08%
$500-999	6,591	6.91%
$1,000-1,499	19,424	20.37%
$1,500-1,999	25,092	26.31%
$2,000 or more	40,380	42.34%
Total	95,379	100.0%

Table MA-6: Rent Paid
Data Source: 2016-2020 ACS

Units affordable to Households at:	Renter	Owner
30% HAMFI	24,395	15,155
50% HAMFI	18,940	17,252
80% HAMFI	25,240	29,854
100% HAMFI	12,280	20,321
Total	80,855	82,582

Table MA-7: Housing Affordability
Data Source: 2016-2020 CHAS

# of Bedrooms	Efficiency (no bedrooms)	1 bedroom	2 bedrooms	3 bedrooms	4 bedrooms
Fair Market Rent	$1,507	$1,792	$2,218	$3,101	$3,655
High HOME Rent	$1,406	$1,508	$1,812	$2,085	$2,306
Low HOME Rent	$1,097	$1,176	$1,411	$1,630	$1,818

Table MA-8: Monthly Rent
Data Source: 2022 HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No, there is not sufficient housing for households at all income levels. In consultation with housing developers and stakeholders, they consistently identified the rising cost of housing and lack of affordable housing as a primary issue in the community. Likewise, in the resident surveys and community meetings, residents consistently cited the lack of affordability in their communities and the concern that this problem is worsening since the COVID pandemic. Further, housing cost data indicates that housing costs are far outpacing wage growth and many perceived middle-income occupations struggle to afford a property within Ventura County without being cost burdened. For example, the BLS reported in 2023 that the mean wage for an elementary school teacher in Ventura County was $102,960. At this salary, the teacher would need to pay more than 30% of their salary to afford the average price for a 2-bedroom apartment in 2024 (table MA-4) at $2,880.

For example, based on interest rates in December 2024, an estimated mortgage for a property valued at $900,000 in Oxnard is $5,800 for a 3-bedroom house. Two wage earners both working as high school teachers would be cost burdened to afford this property, let alone save an adequate down payment for it.

How is affordability of housing likely to change considering changes to home values and/or rents?

Rental housing costs have increased steadily over the past ten years – creating more pressure on extremely low-income households. Median market rate rents exceed the Fair Market Rents for Ventura County and represent a significant burden for low- and moderate-income households struggling to remain housed. Median home sales prices increased 10 percent from $753,022 to $830,163 from 2021 to 2023 according to home value data supplied by Zillow. Based on this information and barring significant regional and national changes in economic conditions, the price of housing in Ventura County is forecast to continue increasing during the period of the 2025-2029 Consolidated Plan.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

HOME rents and Fair Market Rents are significantly below the area median rent. This variation limits the effectiveness of some rental assistance programs that are bound by these HUD limits. This also highlights the rapid growth of market rate rents as they continue to outpace the HUD determined

rent amounts. This variance emphasizes the need for creating and preserving affordable housing throughout the region.

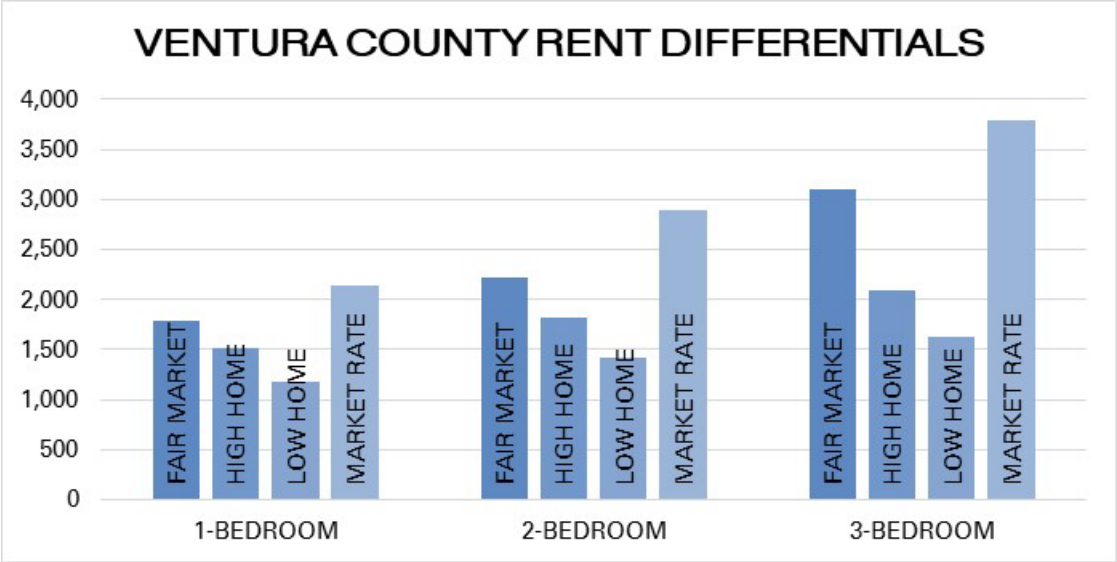


Figure MA-5: Rent Differentials
Data Source: 2022 HOME Rates, 2016-2020 5—estimates ACS, 2023 Zumper Research

Discussion

Economic expansion over the last decade and a lag in production of new housing units in Southern California have created a housing economy that is overburdened. As a result, Ventura County households have become increasingly cost-burdened. Homeownership is out of reach to more than half of Ventura County's households and a single person earning minimum wage cannot reasonably afford a two-bedroom rental apartment. A household would need to earn about $216,640 annually to reasonably afford a $845,246 home, which was the median home value in 2022 per the Zillow Home Value Index. The median household income in Ventura County in 2022 was about half that, $102,141. A household would need to earn about $115,200 annually to afford a two-bedroom rental in the region. A full-time minimum-wage employee will gross almost $30,000 annually. This is illustrated in the Housing Income graph (Figure MA-6).

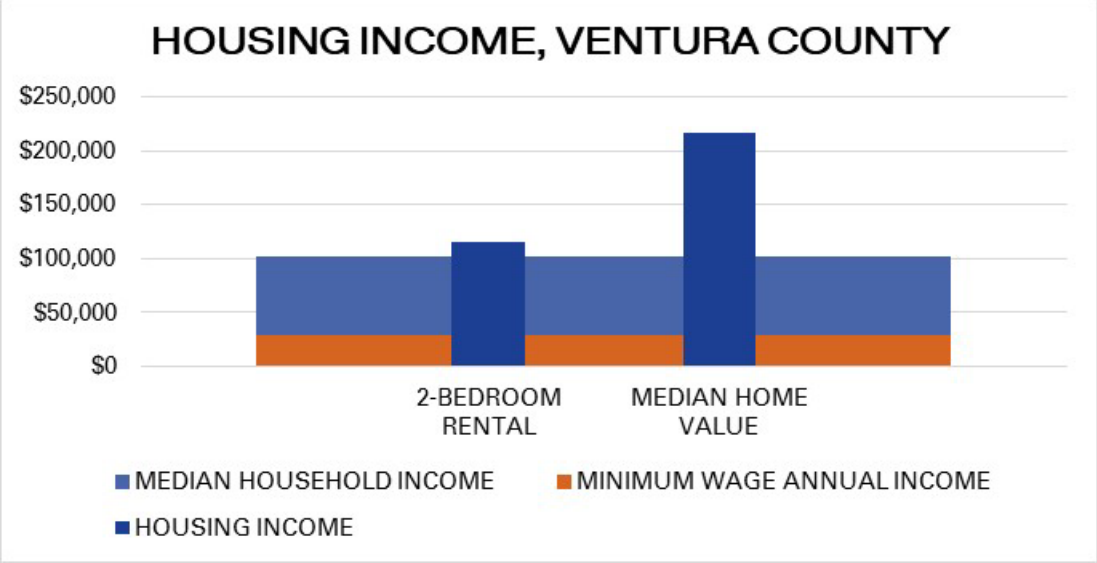


Figure MA-6: Rental & Ownership Housing Income
Data Source: 2022 Zumper Research, 2022 Zillow Home Value Index & Mortgage Calculator, CA Minimum Wage Data, Freddie Mac 30 Year Fixed Interest Rate Mortgage Data

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Assessing the age and physical condition of housing in Ventura County forms the basis of strategies to maintain and improve housing quality for low- and moderate-income residents. For this assessment, the ACS defines a "selected condition" as owner- or renter-occupied housing units with at least one of the following conditions: 1) lacking complete plumbing facilities; 2) lacking complete kitchen facilities; 3) more than one occupant per room; and 4) selected monthly housing costs greater than 30 percent of household income. Just about half of both renter- and owner-occupied units have one or two selected conditions.

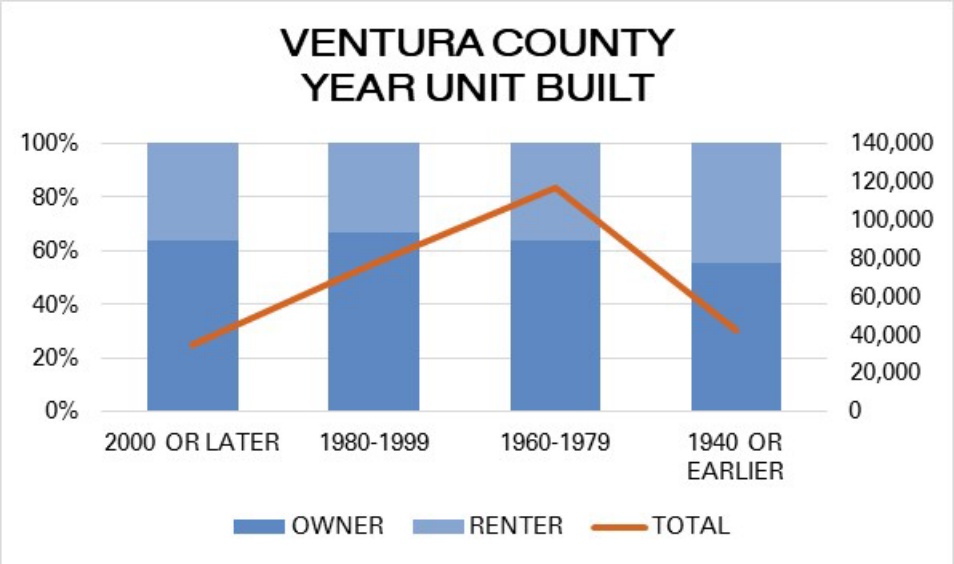


Figure MA-7: Year Unit Built
Source: 2016-2020 ACS

Definitions

Substandard housing is housing that does not meet the minimum standards contained in the State Housing Code (i.e., does not provide shelter, endangers health, safety or well-being of occupants). A substandard condition is one that adversely affects habitability of the housing unit. As defined by California Health and Safety Code §17920.3, a substandard condition exists to the extent that it endangers the health and safety of its occupants or the public. Such conditions include:

- Inadequate sanitation
- Structural hazards
- Any nuisance that endangers the health and safety of the occupants or the public
- All substandard plumbing, wiring, and/or mechanical equipment, unless it conformed to all applicable laws in effect at the time of installation and has been maintained in a good and safe condition
- Faulty weather protection
- The use of construction materials not allowed or approved by the health and safety code

- Fire, health and safety hazards (as determined by the appropriate fire or health official)
- Lack of, or inadequate fire-resistive construction or fire-extinguishing systems as required by the health and safety code, unless the construction and/or systems conformed to all applicable laws in effect at the time of construction and/or installation and adequately maintained
- Inadequate structural resistance to horizontal forces
- Buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for such occupancies
- Inadequate maintenance that causes a building or any portion thereof to be declared unsafe

Standard housing condition in Ventura County is defined as housing that meets the minimum standards of the State Housing Code. For the purposes of the CDBG program, a unit in substandard condition is considered suitable for rehabilitation provided the unit is structurally sound, and the cost of rehabilitation is considered economically warranted.

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	Percentage	Number	Percentage
With one selected Condition	53,831	31.3%	50,748	51.0%
With two selected Conditions	1,397	0.8%	7,665	7.7%
With three selected Conditions	47	0.0%	434	0.4%
With four selected Conditions	23	0.0%	0	0.0%
No selected Conditions	116,739	67.9%	40,755	40.9%
Total	172,037	100.0%	99,602	100.0%

Table 1 - Condition of Units
Data Source: 2016-2020 ACS

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	Percentage	Number	Percentage
2000 or later	22,145	12.9%	12,585	12.6%
1980-1999	51,970	30.2%	25,970	26.1%
1950-1979	74,440	43.3%	42,305	42.5%
Before 1950	18,600	10.8%	14,300	14.4%
Total	4,885	2.8%	4,445	4.5%

Table MA-10: Year Unit Built
Data Source: 2016-2020 CHAS

	County			California		
Ages	<4.5 mcg/dL	4.5-9.49 mcg/dL	>9.49 mcg/dL	<4.5 mcg/dL	4.5-9.49 mcg/dL	>9.49 mcg/dL
0-5	7,618	32	7	336,386	3,292	838
6-20	362	1	0	27,497	658	142
0-20	7,980	33	7	363,883	3,950	980

Table MA-11: Blood Lead Levels (BLLs) of children under the age of 6
Data Source: California Dept. of Public Health, Childhood Lead Poisoning Prevention Branch, California Blood Lead Data & California's Progress in Preventing and Managing Childhood Lead Exposure (Apr. 2022).

Notes for 2020 BLL Data

For children and youth with more than one test in a year, only the test with the highest blood lead level result, and the county of residence at the time of this test, are reported. The 'less than 4.5 mcg/dL' category includes results reported by the analyzing laboratory as <5 mcg/dL. Data exclude results determined to be false positives or clerical errors. Federal and state regulations require that every child in a government-funded health program be given a lead screening at 12 months and again at age 2. When a screening is missed, health care providers are required to screen at the first opportunity up to age 6. Due to disruptions in testing related to the COVID-19 pandemic in 2020 (for more information, visit the California Dept. of Public Health) and low screening rates in 2019 and earlier years (visit the California Dept. of Health Care Services and California State Auditor), data presented here should be treated with caution. The notation S refers to data that have been suppressed by the data source. N/A means that data are not available.

Need for Owner and Rental Rehabilitation

The age and condition of Ventura County's housing stock is an important indicator of potential rehabilitation needs. Housing over 30 years of age can be presumed to need some form of major rehabilitation, such as roof replacement, foundation work and plumbing systems. Housing over 20 years of age will generally exhibit deficiencies in terms of paint, weatherization, heating / air-conditioning systems, hot water heaters and finish plumbing fixtures. Housing values in Ventura County have increased significantly over a relatively short period of time. Longtime homeowners, especially the elderly and disabled, are more likely to have fixed and limited incomes and may have difficulty maintaining their homes.

This housing stock in Ventura County is dated; 59% of housing units were constructed before 1980 according to 2016-2020 CHAS data. About 29% of owner- and renter-occupied housing in Ventura County was built 30 to 40 years ago between 1980 and 1999.

Further, there is a high share of both senior households and households with disabilities in Ventura County. There are 107,380 households with at least one member over the age of 62 and 55,535 of whom have household incomes at or below 80 percent AMI, according to 2016-2020 CHAS data.

There are approximately 40,100 people ages 18 to 64 with disabilities, according to 2016-2020 ACS five-year estimates. These households may be presumed to have fixed incomes. It is reasonable to anticipate a significant number of housing units in need of repair and a significant number of households need financial assistance to complete those repairs.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Any housing built before 1978 may contain lead-based paint. If ingested, lead may cause severe damage to young children including decreased growth, learning disabilities, impaired hearing, hyperactivity, nerve and brain damage. Lead attacks the central nervous system, the neurological system, and can cause brain damage, IQ reduction, learning disabilities, decreased attention span, hyperactivity, growth inhibition, comas, seizures, and in some cases, death. Fetuses may also experience significant adverse effects through prenatal exposure. Children are more susceptible to the effects of lead because their growing bodies absorb more lead, and young children often put their hands and other objects in their mouths. Most children do not have any symptoms, even if a blood test shows that they have an elevated blood lead level. If a child does have symptoms, the symptoms may be mistaken for the flu or other illnesses.

Most of the housing stock in Ventura County was built before 1979 and is presumed to contain lead paint. The 2016-2020 CHAS data shows low- and moderate-income renter households with children under the age of six were living in housing constructed before 1980, and owner-occupied households meet the same conditions.

Number of Children with Elevated Blood Levels of Lead

The State of California mandates lead screening for all children who participate in publicly funded health programs. In California, screening typically occurs at ages one and two years. A blood level of 10 µg/dL or higher was previously referred to as an "elevated blood level (EBL)." However, as it is now recognized there is no safe level of lead, and adverse effects occur at levels below 10 µg/dL, an "elevated" blood lead level is no longer defined at a specific cut-off point. Of Ventura County children under the age of six whose blood lead level has been fully tested, 39 percent have levels greater than 4.5 mcg/Dl.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families that Contain Lead-Based Paint Hazards

Older housing is more likely to have lead-based paint and the amount of lead pigment in the paint tends to increase with the age of the housing. Most of Ventura County's housing stock was built before 1979, when the use of lead-based paint was outlawed, eliminating the residents of these homes from risk of lead-based paint hazards. The 2016-2020 CHAS data shows low- and moderate-income renter households with children under the age of six were living in housing constructed before 1980, and owner-occupied households meet the same conditions.

Discussion

Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units already affordable to low- and moderate-income households in the community. Many different types of housing services are needed. As required by HUD's Lead Safe Housing Rule, the

Urban County's and entitlement jurisdictions' housing rehabilitation programs will include appropriate safety measures such as testing and abatement for projects involving units constructed prior to 1978.

MA-25 Public and Assisted Housing

Introduction

As indicated in section NA-35, Area Housing Authority of the County of Ventura (AHACV) administers HUDs Housing Choice and Project-Based voucher programs.

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	1,072	3,798	231	3,567	139	902	0
# of accessible units *									

Table MA-12: Total Number of Units by Program Type
Data Source: PIC (PIH Information Center)
***Accessible Data was not available on vouchers by project-based and tenant-based designation**

Describe the supply of public housing developments.

Ventura County has over 8,000 units assisted by the five housing authorities that are active in the county. These are predominately voucher units which are spread across the county. The demand for affordable housing units is quite high, as the majority of waiting lists are not accepting new applicants for housing authority assisted units and waitlist times are measured in years.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan

Physical condition of PHA units is determined by a physical inspection required by HUD for all HUD-assisted units. The inspections occur every one to three years, dependent on the unit type and past inspection score. The inspection score provides an overall assessment of the physical condition of the public housing development and corresponding units. A higher score indicates the property is in better condition.

Development Name	Development City	PHA Name	Inspection Date	Inspection Score
Colonia Village	Oxnard	Housing Authority Of The City Of Oxnard	2-Jun-22	82c
Colonia Village	Oxnard	Housing Authority Of The City Of Oxnard	31-May-22	75c*
Pleasant Valley	Oxnard	Housing Authority Of The City Of Oxnard	1-Jun-22	86c
Plaza Vista	Oxnard	Housing Authority Of The City Of Oxnard	9-May-22	89b
Oxnard Townhomes	Oxnard	Housing Authority Of The City Of Oxnard	7-Jun-22	85c

Palm Vista	Oxnard	Housing Authority Of The City Of Oxnard	28-Apr-22	92b
Mar Vista	Port Hueneme	Housing Authority Of The City Of Port Hueneme	3-Apr-23	86b
Westview Village	Ventura	Housing Authority Of The City Of San Buenaventura	5-Jul-22	73b
Buena Vida Et Al	Ventura	Housing Authority Of The City Of San Buenaventura	7-Jul-22	93a
Buena Vida Et Al	Ventura	Housing Authority Of The City Of San Buenaventura	7-Jul-22	79b
Scattered Sites	Ventura	Housing Authority Of The City Of San Buenaventura	20-Mar-23	84c
Whispering Oaks	Ojai	Housing Authority Of The County Of Ventura	9-Jun-22	83b
Florence Janss Apts	Thousand Oaks	Housing Authority Of The County Of Ventura	7-Feb-22	91b
1854 Los Feliz Dr Apts	Thousand Oaks	Housing Authority Of The County Of Ventura	9-Jun-22	96b
Roth Apartments	Meiners Oaks	Housing Authority Of The County Of Ventura	13-Jun-22	92b
Tafoya Terrace Apts	Moorpark	Housing Authority Of The County Of Ventura	12-May-22	98b
Ellis Terrace	Camarillo	Housing Authority Of The County Of Ventura	6-Jun-22	94b
Fiore Gardens	Thousand Oaks	Housing Authority Of The County Of Ventura	8-Feb-22	87c

Table MA-12: Public Housing Condition
Data Source: HUD Real Estate Assessment Center

Describe the restoration and revitalization needs of public housing units in the jurisdiction.

The housing authorities in the county maintain capital improvement plans for all public housing developments and focus on critical restoration and revitalization needs such as roof, elevator, and HVAC replacement and upkeep.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

The housing authorities maintain active resident councils to gather feedback and input on how to improve the living environment and conditions for households residing in public housing. These councils provide feedback to PHA leadership and boards to inform capital improvements and implementation of services and programming.

MA-30 Homeless Facilities and Services

Introduction

Regionally, there are numerous facilities and services targeted to residents at-risk of becoming homeless and experiencing homelessness, including a range of emergency shelters, transitional shelters, and permanent supportive housing options. HUD uses the following definitions for these three facility types:

- **Emergency Shelter:** Any facility with the primary purpose to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.
- **Transitional Housing:** Transitional housing (TH) is designed to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. Transitional housing may be used to cover the costs of up to 24 months of housing with accompanying supportive services. Program participants must have a lease (or sublease) or occupancy agreement in place when residing in transitional housing.
- **Permanent Supportive Housing:** Permanent supportive housing (PSH) is defined as community-based housing paired with supportive services to serve households in which at least one member has a disability. Housing does not have a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PSH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one year that is renewable and is terminable only for cause.

Facilities and Housing Targeted to Homeless Households	Emergency Shelter Beds		Transitional Housing Beds*	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher/ Seasonal/ Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	528	25	211	131	163
Households with Only Adults	774		44	504	
Chronically Homeless Households	0		0	347	
Veterans	20		20	241	
Unaccompanied Youth	6		0	9	

Table MA-13: Facilities and Housing Targeted to Homeless Households
Data Source: Housing Inventory Chart 2024
***Includes Safe Haven**

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

In California, the primary programs for assisting families in poverty are CalWORKS, CalFresh, and Medi-Cal. These programs provide clients with employment assistance, discounted food, medical care, childcare, and cash payments to meet basic needs such as housing and transportation.

The California Work Opportunities for Kids (CalWORKs) program provides financial assistance and Welfare-to-Work services to California families with little to no cash. Through this program these families may be eligible to receive immediate short-term help with housing, food, utilities, clothing, or medical care. Childcare is also available through this program.

CalFresh, formerly the Food Stamp Program, is a nutritional assistance program that provides Electronic Benefit Transfer Cards to people receiving public assistance to purchase food and other essential items.

The Medi-Cal program provides health coverage for people with low-income and limited ability to pay for health coverage, including seniors, those with disabilities, young adults and children, pregnant women, persons in a skilled nursing or intermediate care home, and persons in the Breast and Cervical Cancer Treatment Program (BCCTP). People receiving federally funded cash assistance programs, such as CalWORKs (a state implementation of the federal Temporary Assistance for Needy Families (TANF) program), the State Supplementation Program (SSP) (a state supplement to the federal Supplemental Security Income (SSI) program), foster care, adoption assistance, certain refugee assistance programs, or In-Home Supportive Services (IHSS), are also eligible.

CDBG-, HOME-, and ESG-Funded Activities

Congress designed the CDBG programs to serve low-income people, some of which may meet the federal poverty definition. The County of Ventura received funding to run CDBG and HOME programs. At least 70 percent of all CDBG funds must be used for activities that are considered under program rules to benefit low- and moderate-income persons. Additionally, every CDBG activity must meet one of three national objectives: benefit low- and moderate-income persons (at least 51 percent of the beneficiaries must be low- and moderate-income); address slums or blight; or meet a particularly urgent community development need. CDBG programs assist the homeless and those at-risk-of homelessness directly and indirectly.

Under the HOME program, households must earn no more than 80 percent of the AMI, adjusted for household size, to be eligible for assistance. Furthermore, 90 percent of a HOME allocation that is invested in affordable rental housing must be directed to assist households earning no more than 60 percent AMI.

The Emergency Solutions Grant (ESG) program provides homeless persons with basic shelter and essential supportive services. It can assist with the operational costs of the shelter facility, and for the administration of the grant. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

MA-35 Special Needs Facilities and Services

Introduction

Special needs populations include people who are not homeless, but due to various reasons need services and supportive housing. The County of Ventura will consider allocating CDBG public service funding to programs that provide services to special needs populations, including but not limited to those serving the elderly, frail elderly, developmentally disabled, physically disabled, mentally disabled, alcohol or substance abusers, persons with HIV/AIDS, victims of domestic violence, victims of human trafficking and veterans with PTSD or other needs.

Elderly is defined under the CDBG program as a person who is 62 years of age or older. A frail elderly person is an elderly person who is unable to independently perform at least three "activities of daily living" including eating, bathing, grooming or home management activities. Based on 2016-2020 CHAS data of the 107,380 households containing at least one elderly person in 2020, 55,535 households, earn at or below 80 percent of the AMI and may require public services to continue to live independently. ACS data from the same period shows 46,725 residents of Ventura County, aged 65 and above, have a disability. Of those people, 61 percent have cognitive difficulty, 47 percent have vision difficulty, and 40 percent have ambulatory difficulty.

People with disabilities that have a physical or mental impairment that substantially limits one or more major life activities generally rely on supportive services to perform activities of daily living. The Civilian Noninstitutionalized Population age 18 and to 64 in Ventura County includes 514,342 individuals, an estimated eight percent of whom have a disability (ACS, 5-year estimates). Of those who have a disability, 42 percent have ambulatory difficulty, 39 percent have an independent living difficulty, 44 percent have cognitive difficulty, 20 percent have a hearing difficulty, 17 percent have a vision difficulty, and 19 percent have a self-care difficulty.

Drug abuse or substance use disorder is defined as the use of chemical substances that lead to an increased risk of problems and an inability to control the use of the substance. Substance use disorder can be indicative of addiction disorder and may stem from physical and mental health issues. The U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) conducted the National Survey on Drug Use and Health (NSDUH) and found in the state of California the prevalence of substance use disorder over the last year among the population over the age of 11 was 8.27 percent in 2013-2014 and was 17.12 percent in 2021-2022.

Human Immunodeficiency Virus (HIV) is a virus that weakens one's immune system by destroying important cells that fight diseases and infection. Acquired Immune Deficiency Syndrome (AIDS) is the final stage of HIV. The Center for Disease Control's (CDC) Atlas Plus program reported an estimated 1,244 persons living with HIV disease at the end of 2022 in Ventura County. Of that number, 31 of those people had been newly diagnosed during that year (https://www.cdc.gov/nchhstp/atlas/index.htm, accessed September 2024). New HIV diagnoses were most concentrated among those 25-34 years of age.

Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or by a person who is cohabitating with or has cohabited with the victim. In 2022, 1,307 calls related to domestic violence were made from Ventura County (openjustice.doj.ca.gov, accessed September 2024). Of these domestic incidents, 52 involved a weapon and 1,255 did not.

Human trafficking is a crime that involves the forceful, fraudulent, or coercive methods of entrapping a person, real or perceived, to exploit them for financial gain. The exploitative nature can come in the form of labor services, involuntary servitude, enslavement, debt bondage or commercial sex acts. Human trafficking is extremely difficult to track; there is no recent or reliable prevalence rate to report. In 2021 the National Human Trafficking Hotline received the most calls from California of all 50 states (https://humantraffickinghotline.org/ accessed December 2023). Of national cases reported to the hotline, the majority were for sex trafficking of adult women. The U.S. Department of State *Trafficking in Persons Report* published in July 2022, reports victims of human trafficking are found in every state in the country and trafficked from every country in the world. Victims of human trafficking in the United States are most frequently trafficked from within the United States, Mexico, and Honduras.

The National Institute of Mental Health (NIMH) explains Post-traumatic Stress Disorder (PTSD) can "develop after exposure to a potentially traumatic event that is beyond a typical stressor" and potential inducing events may include, but are not limited to, "violent personal assaults, natural or human-caused disasters, accidents, combat, and other forms of violence." Symptoms of PTSD can be debilitating. The U.S. Department of Veteran's Affairs National Center for PTSD reports an estimated six percent of the population, eight percent of women and four percent of men, will have PTSD at some point in their lives.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

To determine the level of need and types of services needed by special needs populations, the region conducted a public and stakeholder survey, consulted with local service providers, and reviewed data from the ACS, CHAS, CDC, State of California Department of Justice, U.S. Department of State, and NIMH. Supportive services required for special needs populations include case management, medical or psychological counseling and supervision, childcare, transportation, and job training for the purpose of facilitating a person's stability and independence.

In housing, accessibility modifications to accommodate persons with mobility disabilities may include, but are not limited to, wider doorways, no step thresholds, installation of ramps, grab bars, lowered countertops, and accessible hardware. The needs of residents with sensory disabilities are different from those with mobility disabilities. Individuals with hearing disabilities require visual adaptations for such items as the telephone ringer, the doorbell and smoke alarms. Residents who are blind may require tactile marking of changes in floor level and stair edges and braille markings on appliances and controls. People with low vision may require large print markings and displays,

contrasting colors to distinguish changes in level or transition from one area to another, proper lighting, and reduced glare from lighting and windows.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Insufficient supply of supportive housing together with inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option in place. Coordinated discharge planning for those exiting foster care, health and mental health care, and corrections is recognized as a best practice. The state mandates discharge planning policy for foster, health and mental health, and corrections.

MA-40 Barriers to Affordable Housing

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Ventura County and the entitlement jurisdictions continue to strive to ensure that affordable housing is accessible to all community members and all members benefit from community and residential investments. However, the development of new residential development is limited because most existing residential areas are fully built out – leaving development to predominately consist of infill development and redevelopment of existing buildings.

Development of affordable housing is a particular challenge in each jurisdiction because financial subsidy is usually needed to create housing units that will charge less than a market-rate rent. There are limited amounts of resources available to fund affordable housing development throughout the county, as well as limited funding for corresponding services and facilities that may be required along with development, such as infrastructure or social services associated with the housing. As such, the demand for such housing far outpaces each jurisdiction's resources to address it and, as a result, the need for affordable housing continues to grow across the county.

MA-45 Non-Housing Community Development Assets

Introduction

During the implementation of the 2025-2029 Strategic Plan, the Urban County and the entitlement jurisdictions will use CDBG funds to provide a suitable living environment for low- and moderate-income people.

Economic Development Market Analysis

Business Activity by Sector	Number of Workers	Number of Jobs	Share of Workers	Share of Jobs	Jobs less Workers
Agriculture, Mining, Oil & Gas	411,295	25,108	51.3%	8.9%	-42.4%
Arts, Entertainment, Accommodations	39,851	29,146	5.0%	10.4%	5.4%
Construction	25,178	17,679	3.1%	6.3%	3.2%
Education and Health Care Services	81,509	72,075	10.2%	25.7%	15.5%
Finance, Insurance, and Real Estate	29,977	15,914	3.7%	5.7%	1.9%
Information	10,019	3,942	1.3%	1.4%	0.2%
Manufacturing	39,322	26,253	4.9%	9.3%	4.4%
Other Services	22,078	7,340	2.8%	2.6%	-0.1%
Professional, Scientific, Management	52,279	25,274	6.5%	9.0%	2.5%
Public Administration	22,179	10,844	2.8%	3.9%	1.1%
Retail Trade	41,209	29,360	5.1%	10.5%	5.3%
Transportation and Warehousing	14613	5,066	1.8%	1.8%	0.0%
Wholesale Trade	11989	12,811	1.5%	4.6%	3.1%
Total	801,498	280,812	100%	100%	0

Table MA-14: Business Activity
Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force Statistics	Number of People
Total Population in the Civilian Labor Force	433,409
Civilian Employed Population 16 years and over	411,295
Unemployment Rate	5.1%
Unemployment Rate for Ages 16-24	1.6%
Unemployment Rate for Ages 25-65	2.9%

Table MA-15: Labor Force
Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	67,157
Farming, fisheries, and forestry occupations	17,095
Service	72,457
Sales and office	88,420
Construction, extraction, maintenance, and repair	31,261
Production, transportation, and material moving	43,946

Table MA-16: Occupations by Sector
Data Source: 2016-2020 ACS

Travel Time to Work	People	Percentage
< 30 Minutes	246,213	66%
30-59 Minutes	93,072	25%
60 or More Minutes	31,518	9%
Total	370,803	1

Table MA-17: Travel Time
Data Source: 2016-2020 ACS

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	43,407	2,962	17,703
High school graduate (includes equivalency)	60,593	3784	20,062
Some college or Associate's degree	109,261	4,432	28,450
Bachelor's degree or higher	121,926	4168	22,161

Table MA-18: Educational Attainment by Employment Status (Population 16 and Older)
Data Source: 2016-2020 ACS

Educational Attainment by Age	Age in years				
	18–24	25–34	35–44	45–65	65+
Less than 9th grade	1,441	6,125	9,798	21,480	11,965
9th to 12th grade, no diploma	6,796	7,039	6,853	12,777	6,224
High school graduate, GED, or alternative	24,102	24,789	20,519	39,505	26,907
Some college, no degree	32,400	28,371	21,838	47,623	29,257
Associate's degree	6,537	12,430	10,435	22,725	12,195
Bachelor's degree	6,922	26,208	22,172	49,516	25,614
Graduate or professional degree	460	8,420	13,517	29,282	19,510

Table MA-19: Educational Attainment by Age
Data Source: 2016-2020 ACS

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$45,018
High school graduate (includes equivalency)	$25,585
Some college or Associate's degree	$32,718
Bachelor's degree	$44,173
Graduate or professional degree	$64,383

Table 2 – Median Earnings in the Past 12 Months by Educational Attainment
Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to 2020 Longitudinal Employer Household Dynamics (LEHD) data, the top four major private employment sectors by number of jobs were Education and Health Care Services (81,509

jobs), Retail Trade (41,209 jobs), Arts, Entertainment, Accommodations (39,851 jobs), Manufacturing (39,322 jobs).

Describe the workforce and infrastructure needs of the business community

The business community in Ventura County relies largely on a skilled workforce. Employers across all sectors, and especially those for which facilities in Ventura Countyare a destination location or part of a larger logistics chain such as transportation and warehousing, depend on well-functioning roads and transportation system.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

An estimated 65 percent of Ventura County's population, aged 18-64, has some post-secondary education, 34 percent of whom have some college or Associate's degree. Generally, the skills and education of the current workforce correspond to the employment opportunities in the city.

Discussion

In the spring of 2020, unemployment rates in the United States reached the highest levels since the U.S. Bureau of Labor Statistics (BLS) began recording this data. According to the BLS, national unemployment rates reached 23.5 percent in May 2020. Unemployment rates remained at historically high levels for almost six months. As of July 2024, unemployment rates had come down 5.0 percent in Ventura County. In 2019, prior to the pandemic, the unemployment rate in Ventura County was 3.8 percent. Another indication of the negative economic impact of the pandemic is the year over year decrease in gross domestic product (GDP) of 2.3 percent from 2019 to 2020 in California, and 2.3 percent in Ventura County as calculated by the Department of Commerce's Bureau of Economic Analysis (BEA). GDP rebounded with an increase of 3.4 percent in the county and 7.8 percent statewide from 2020 to 2021.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated?(include a definition of "concentration")

Housing problems impact low- and moderate-income households disproportionately compared to higher income households. Any areas with a concentration of low- and moderate-income households are more likely to have high rates of housing problems, especially cost burden, the most common housing problem in Ventura County. Based on analysis of concentration data throughout the county, a concentration is determined if more than 26% of the households experience multiple housing problems.

This concentration is most prevalent in South and East Oxnard, Port Hueneme, and areas between Thousand Oaks and Fillmore.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The cities of Oxnard, Fillmore, Port Hueneme, and Santa Paula have the highest concentration of Hispanic or Latino residents. Areas with a higher concentration of low-income block groups (greater than 51% of the residents are low- or moderate-income) are located in and around the cities of San Buenaventura, Port Hueneme, Oxnard, and Santa Paula.

What are the characteristics of the market in these areas/neighborhoods?

The low-income areas and areas with a higher share of housing problems tend to overlap. These neighborhoods tend to have a higher share of rental housing and are more likely to have an aging housing stock.

Are there any community assets in these areas/neighborhoods?

The County and entitlement jurisdictions have a number of non-profit and service providers that actively provide services within these neighborhoods – helping to promote and improve access to public services, adequate public facilities and safe and clean open space.

Are there other strategic opportunities in any of these areas?

Throughout the community meetings, community members cited the need for ongoing investment to continue to maintain and improve public services, affordable housing and access to public facilities throughout the County. The need for these programs is most acute in these concentrated neighborhoods.

MA-60 Broadband Needs

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

All residences and small businesses in Ventura County may access to fixed and mobile broadband. Internet Service Providers (ISP) self-report to the Federal Communications Commission (FCC) on broadband availability throughout the county. Fixed broadband goes to homes and small businesses using fiber, cable, DSL, satellite, and fixed wireless technology. Mobile broadband is stationary coverage outdoors and mobile in-vehicle coverage. The FCC National Broadband Map shows, as of June 2023, that fixed internet access is available at six different download/upload speeds ranging from 0.2/0.2 megabits per second (Mbps) to 1000/100 Mbps and mobile access is available at the three fastest download/ upload rates available 4G, 5/1 Mbps, 5G-NR, 7/1 Mbps, and 5G-NR, 35/3 Mbps.

The FCC offered financial assistance to help households with low-income afford access to the internet. A discount of up to $50 per month was awarded to eligible households. This program was available to new applicants from 2021 through February 2024. As of September 2024, 55,640 households in Ventura County subscribed to this program. This indicated a high level of need of affordable broadband.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to the FCC there are 10 active fixed internet providers in Ventura County. Hughes Network Systems, LLC, Space Exploration Technologies Corp., Viasat, Inc. and Charter Communications reach at least 80 percent of residences in the County. There are four active mobile internet providers. The main mobile internet providers are Hughes Network Systems, Space Exploration Technologies, Viasat, and Charter Communications.

MA-65 Hazard Mitigation

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The County of Ventura has a current Hazard Mitigation Plan published in 2022. The plan assessed the risk associated with the categories that follow: avalanche, dam failure, drought, earthquake, erosion, expansive soils, extreme cold, extreme heat, flood, hail, hurricane, landslide, lightening, sea level rise, severe wind, severe winter weather, storm surge, subsidence, tornado, tsunami, and wildfire.

Describe the vulnerability of housing occupied by low- and moderate-income households to these risks.

Low- and moderate-income residents and special needs populations are especially vulnerable to the risks of climate-related hazards. The residences of low- and moderate-income households are more often in worse condition and thus are more susceptible to external weather conditions such as extreme heat. Likewise, elderly residents are at a greater risk during extreme weather events such as extreme heat events.

Section 5:

Strategic Plan

Strategic Plan

SP-05 Overview

The Strategic Plan outlines each jurisdiction's plan for allocating HUD entitlement grants and identifies local priorities within the regional context. Informed by qualitative and quantitative data gathered through citizen participation and consultation with stakeholders throughout the region, market analysis, and an assessment of U.S. Census and other local data that reflect community needs, the Strategic Plan identifies the highest priority needs toward which to direct grant dollars. The following regional goals were identified to meet high-priority needs identified through the Needs Assessment, Market Analysis, and consultation with stakeholders and the general public (in no particular order or ranking):

- Improve the supply of affordable housing
- Increase and improve social services
- Work to end homelessness
- Create and maintain quality neighborhoods
- Promote economic development
- Effective administration

SP-10 Geographic Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Ventura County invests community development resources to address needs of low- and moderate-income persons living throughout the jurisdiction. Each entitlement jurisdiction additionally allocates resources that geographically target specific neighborhoods in which the majority of residents are low- and moderate-income. With limited resources, each community identifies opportunities to target resources at areas that have the greatest need or that would maximize the impact of the investment.

Individual activities funded by the Community Development Block Grant (CDBG) program are designed to benefit low- and moderate-income (LMI) persons or, in the case of activities like parks and streets, areas where at least 51 percent of the residents are low- and moderate-income persons. However, the jurisdictions of Camarillo and Thousand Oaks are considered "Exception Grantees" by HUD, meaning that the area served by such activities must be within the highest quartile of low- and moderate-income block groups (rather than areas where at least 51 percent of persons are low- and moderate-income). For fiscal year 2024, the percentages of LMI persons were 39.22 percent in Camarillo and 34.24 percent in Thousand Oaks; these percentages are adjusted by HUD annually.

Within the City of San Buenaventura, the Westside Ventura Neighborhood is one of the oldest and most socio-economically diverse communities. The area is bounded by the Ojai Freeway (Highway 33) to the west, steep hillsides to the east, Ottawa Street to the north, and Park Row Avenue to the south. These Census block groups are the Westside Neighborhood Revitalization Strategy Area (NRSA), a section of the City that has been created to deliver focused revitalization activities using CDBG funds. While expenditure of CDBG funds must typically meet strict eligibility and recordkeeping requirements, communities with approved NRSAs are offered enhanced flexibility in undertaking economic development, housing, and public service activities with CDBG funds within the approved NRSA boundaries. This flexibility is designed to promote innovative programs in economically disadvantaged residential areas of the community. The Westside Ventura Neighborhood NRSA is the only geographic priority area within the Ventura County entitlement jurisdictions.

SP-25 Priority Needs

Through the Consolidated Plan process, the Ventura County region identified a range of priority needs that are both regional in nature and specific to each jurisdiction. While all needs were identified as critical within the community, each jurisdiction does not have available HUD and other resources to fund activities to address each need.

Priority needs are assigned a "high" or "low" priority as prescribed by HUD. Generally, "high" priority needs are ranked in a fashion where funds will be allocated to address the needs during the 5-year Consolidated Plan cycle. While the need may not be funded each year, it is the intent of the jurisdiction to prioritize funding to address the need. On the contrary, while "low" priority needs are still critical needs or gaps within the jurisdiction, they are less likely to be funded with HUD resources during the Consolidated Plan cycle. This may be due to the availability of other resources to address these needs.

1. Development of New Affordable Housing		
Description:	Throughout the County, there is an acute need for affordable housing for low- and moderate-income households.	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	The demand for affordable housing has grown considerably within the past five years as vacancy rates continue to remain relatively low and the market rate for housing continues to outpace wage growth. For a household earning minimum wage, they would need to earn more than 3.5 minimum wage salaries to afford a market rate 2-bedroom apartment without being cost burdened.	

	This need should be supported by collaboration with other city and county agencies to streamline and support the permitting and building process for new affordable housing.
Population:	Extremely-low income Low-income Moderate-income Large households Households with children Elderly Farmworker households Public Housing residents
Geographic Area:	All

2. Housing Rehabilitation		
Description:	Throughout the County, there is a need to maintain adequate and quality housing stock, especially for low- and moderate-income households. By addressing this need, the region may be able to preserve and improve the quality of affordable housing within the county.	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High

	Thousand Oaks	High
Basis for Relative Priority:	The age of housing stock throughout Ventura County is relatively high and indicating a potential need for ongoing rehabilitation. This is coupled with an aging population who have less disposable income to address immediate repair needs and/ or make units more accessible to age in place.	
Population:	Extremely-low income Low-income Moderate-income Large households Households with children Elderly Farmworker households Persons with disabilities	
Geographic Area:	All	

3. Housing Services		
Description:	In an effort to support first-time homebuyers and households with children, provide access to financial and non-financial support and assistance to accessing the homeownership market through programs such as downpayment and closing cost assistance, homebuyer coaching, and subsidized property inspections.	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High

	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	The cost of ownership housing is continuing to rise, making it more difficult for first-time homebuyers to access the housing market due to cost of entry into the market. Through targeted subsidy programs, jurisdictions can provide support to these households to better access home ownership.	
Population:	Moderate-income Large households Households with children	
Geographic Area:	All	

4. Housing Stability		
Description:	Through tenant-based rental assistance and diversion programs, provide short- and medium-long term rental assistance to extremely low-income, and low-income households who are at-risk of homelessness.	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	Throughout the region, there is a large share of households who are extremely low- and low-income who are experiencing cost or severe cost burden. Nationally, these households are	

	most at risk to experience homelessness due to a singular change in circumstances.
Population:	Extremely-low income Low-income Households experiencing homelessness Farmer households
Geographic Area:	All

5. Homelessness		
Description:	In collaboration with the Ventura County Continuum of Care, provide holistic and complete supports to households experiencing or at-risk of experiencing homelessness through the provision of rapid re-housing, emergency shelter and supportive services.	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	There is a high number of homeless households and individuals within the region. The need for coordination across the spectrum of activities to support this community is high.	
Population:	Extremely low-income households Homeless Unaccompanied Youth	

	Mentally Ill Chronic Substance Abuse
Geographic Area:	All

6. Supportive Services		
Description:	Provide targeted services for youth, elderly, persons with disabilities, victims of domestic violence, veterans, and other higher need populations within the region	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	Through stakeholder and community feedback, it was indicated that low-income individuals benefit from services provided to increase quality of life and provide basic needs.	
Population:	Extremely low-income households Low-income Moderate-income Households with children Elderly Frail Elderly Persons with Disabilities	

	Persons with Addictions Victims of Domestic Violence Veterans
Geographic Area:	All

7. Fair Housing Services		
Description:	Provide training to landlords and banking institutions and services to individuals and households experiencing housing discrimination or at-risk of experiencing housing discrimination	
Level of Need:	Ventura County	High
	Camarillo	High
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	Through consultation and the Analysis of Impediments, the need for fair housing services is apparent throughout the region	
Population:	Extremely low-income households Low-income Moderate-income Households with children Elderly Frail Elderly Persons with Disabilities Persons with Addictions	

	Victims of Domestic Violence
Geographic Area:	All

8. Public Facility Maintenance		
Description:	Maintain high quality public facilities to serve the needs of low- and moderate-income households	
Level of Need:	Ventura County	High
	Camarillo	Low
	Oxnard	High
	Simi Valley	High
	San Buenaventura	High
	Thousand Oaks	High
Basis for Relative Priority:	Through consultation, the need for public facility maintenance and improvements was identified as especially needed in Oxnard and San Buenaventura. While the need exists in Ventura County, Camarillo, Simi Valley and Thousand Oaks, it is not as acute as the other jurisdictions.	
Population:	Extremely low-income households Low-income Moderate-income Households with children Elderly Frail Elderly Persons with Disabilities Persons with Addictions	

	Victims of Domestic Violence
Geographic Area:	All

9. Street Improvements and Infrastructure		
Description:	Maintain streetscapes and sidewalks in low- and moderate-income neighborhoods	
Level of Need:	Ventura County	Low
	Camarillo	Low
	Oxnard	Low
	Simi Valley	Low
	San Buenaventura	Low
	Thousand Oaks	Low
Basis for Relative Priority:	While the need for maintaining high quality streets and sidewalks exists, it is a lower need when compared to the other needs identified in this Strategic Plan	
Population:	Extremely low-income households Low-income Moderate-income	
Geographic Area:	All	

10. Economic Support for Small Businesses & Job Training		
Description:	Promote small business development and provide job training to meet the economic needs within the community.	
Level of Need:	Ventura County	Low

	Camarillo	Low
	Oxnard	Low
	Simi Valley	Low
	San Buenaventura	High
	Thousand Oaks	Low
Basis for Relative Priority:	While the need for economic support exists throughout the county, economic development programs funded through CDBG are time intensive and require intensive regulations. Given this challenge coupled with the other needs identified in this Strategic Plan, this is deemed a low need for this Consolidated Plan cycle.	
Population:	Extremely low-income households Low-income Moderate-income	
Geographic Area:	All	

11. Disaster Planning and Recovery		
Description:	Disaster planning and recovery activities after severe weather, fire, or earthquakes.	
Level of Need:	Ventura County	Low
	Camarillo	Low
	Oxnard	Low
	Simi Valley	Low
	San Buenaventura	Low
	Thousand Oaks	Low

Basis for Relative Priority:	Fires and severe weather occur frequently in the Ventura County region. Planning and recovery activities are needed on an ongoing or urgent need basis to assist low- and moderate-income areas or households. These activities would be supported as funding allows or by disaster need relative to other housing and community development needs within the community.
Population:	Non-housing community development
Geographic Area:	All

SP-30 Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant-Based Rental Assistance (TBRA)	Similar to HUD Housing Choice Vouchers (HCV) or Veterans Affairs Supportive Housing (VASH), TBRA rental assistance covers part or all of a low-income tenant's rent. Such assistance is often most beneficial in high-housing cost/ high-development cost areas where there is little affordable housing available. Generally, successful programs require engagement with landlords to market the program and establish an available pipeline of potential units for TBRA recipients. TBRA interventions should generally be paired with complementary initiatives to expand and/ or maintain affordable housing.
TBRA for Non-Homeless Special Needs	A targeted TBRA program or homeless prevention program is a key component to help extremely low-income or other special needs households establish stable housing. These households generally face similar, albeit more exacerbated, challenges experienced by low-income households. TBRA for targeted populations is often most effective when paired with supportive services or other wrap around support to ensure ongoing stability for the household.
New Unit Production	Housing demand continues to outpace housing construction within Ventura County. This is anticipated to only be accentuated by the 2025 fire season in southern California. Affordable housing is in extremely high demand throughout the County and continues to be the most needed housing investment to support low- and moderate-income households.
Rehabilitation	59 percent of housing units in Ventura County were constructed before 1980 according to 2016-2020 CHAS data. Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community. Addressing substandard housing conditions through housing preservation activities provides that all economic segments of the community have the means to ensure that their property meets local standards.
Acquisition, including preservation	Acquisition, for the purpose of creating or maintaining affordable housing would be beneficial to increasing the supply of affordable housing throughout the County. However, because of the rising cost of real estate throughout the County, such options would need to be carefully evaluated to ensure that the cost of the acquisition plus the corresponding construction or rehabilitation cost is low enough to provide an adequate benefit for the cost. The County and entitlement jurisdictions should first evaluate existing underutilized city, county, and state land within the region to determine if any could be leveraged into affordable housing. Likewise, the County and jurisdictions should evaluate partnerships with nonprofit or other socially driven organizations within the county who may have land holdings or can assist in the acquisition of new property.

Table SP-1: Influence of Market Conditions

SP-35 Anticipated Resources

Introduction

During the five-year period of the Consolidated Plan from July 1, 2025, to June 30, 2030, the Urban County of Ventura and the jurisdictions of Camarillo, Oxnard, San Buenaventura, Simi Valley and Thousand Oaks anticipate the following allocation of CDBG, HOME and ESG resources.

The funding estimates are currently established using 2024 allocations. The funding allocations will be revised once HUD provides the 2025 award allocations.

Program	Uses of Funds	Expected Amount Available for 5-Years				Expected Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
Urban County of Ventura							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,428,843			$1,428,843	$7,144,215	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$1,221,315			$1,221,315	$6,106,575	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
Camarillo							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$350,107	$159,498		$350,107	$1,910,033	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
Oxnard							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,100,000	$100,000		$2,200,000	$11,000,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Program	Uses of Funds	Expected Amount Available for 5-Years				Expected Amount Available Remainder of Con Plan	Narrative Description
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA Admin and Planning	$600,000	$150,000		$750,000	$3,750,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
ESG	Rapid Rehousing Homelessness Prevention Shelter Street Outreach Admin and Planning	$200,000			$200,000	$1,000,000	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
San Buenaventura							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$677,690			$677,690	$3,388,450	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
HOME	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$393,672			$393,672	$1,968,360	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
Simi Valley							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$672,694				$3,363,470	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.
Thousand Oaks							
CDBG	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$607,042				$3,035,210	Based on 2024 FY allocation from HUD. Steady annual funding is anticipated.

Table SP-2:Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope and grant requirements.

Although the CDBG program does not require a match, the HOME program and the ESG program require funding match. The HOME program requires a 25 percent non-federal cash or non-cash match of the annual grant amount or entitlement, less 10 percent for administration and five percent for Community Housing Development Organization (CHDO) operating support.

ESG match is required on a one-to-one basis (100 percent match). ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201. Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG funds to leverage appropriate resources. Examples of leveraged federal and state resources include, but are not limited to those listed below:

Federal Resources

- Continuum of Care (CoC) Program
- HUD Veterans Affairs Supportive Housing (HUD-VASH)
- Supportive Housing for the Elderly (Section 202)
- Supportive Housing for Persons with Disabilities (Section 811)
- Housing Opportunities for Persons with AIDS (HOPWA)
- YouthBuild
- Federal Low-Income Housing Tax Credit Program
- Project Based Housing Choice Vouchers

State Resources

- Affordable Housing and Sustainable Communities Program
- Building Equity and Growth in Neighborhoods Program (BEGIN)
- CalHFA Single and Multi-Family Program
- CalHome Program
- Encampment Resolution Funds (ERF)
- Homekey
- Homeless Housing, Assistance and Prevention Program (HHAP)
- Housing and Homeless Incentive Program (HHIP)
- Low-Income Housing Tax Credit Program
- Mental Health Service Act (MHSA) Funding
- Multifamily Housing Program (MHP)
- Permanent Local Housing Allocation (PLHA)

– Tax-Exempt Bond Financing

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Most County- and jurisdiction-owned property is used to house County or City operations or is deed-restricted, limiting its feasibility for new uses. The County and jurisdictions have been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan.

SP-40 Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Camarillo	Government agency	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
City of Oxnard	Government agency	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
City of San Buenaventura	Government agency	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
City of Simi Valley	Government agency	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
City of Thousand Oaks	Government agency	Economic Development Homelessness	Jurisdiction

		Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	
Ventura Urban County	Government agency	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood improvements Public facilities Public services	Jurisdiction
Area Housing Authority of the County of Ventura	Public Housing Authority	Rental	Region
Housing Authority of City of San Buenaventura	Public Housing Authority	Rental	Jurisdiction
Santa Paula Housing Authority	Public Housing Authority	Rental	Jurisdiction
Housing Authority of The City of Port Hueneme	Public Housing Authority	Rental	Jurisdiction
Oxnard Housing Authority	Public Housing Authority	Rental	Jurisdiction
Ventura County Continuum of Care	Continuum of Care	Homelessness	Region

Table SP-3: Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

To promote access to affordable housing and robust community development services, the jurisdictions within Ventura County collaborate with a range partners in the community – including the Housing Authorities listed above as well as the Ventura County Continuum of Care.

The County and participating entitlement jurisdictions partner annually with 50-plus local providers of public and social services to assist in the delivery of subsidized services to low- and moderate-income individuals and households. These partnerships help to meet the needs of the elderly, youth, disabled persons, victim of domestic violence, homeless persons, veterans, and other populations with specialized needs.

Despite these partnerships, gaps in the delivery system continue to exist. These are largely related to a lack of overall funding to meet the housing and community development needs within the region.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance			
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	

Table SP-4: Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

In 2023, the Ventura County Continuum of Care updated its Plan to Prevent and End Homelessness. In this Plan, the County identified five key action areas that, when completed, will address homelessness across the region.

1. *Housing Prioritization and Funding:* Focus on increasing permanent housing options
2. *Regional Coordination and Leadership:* Ensure consistency and alignment across jurisdictions, the public and service providers.
3. *Outreach and Service Delivery:* Establish a command center to standardize outreach and service delivery across the County.
4. *Data-Driven Decision Making:* Utilize real time data to evaluate the effectiveness of program interventions and share outcomes with the community.
5. *Representation and Inclusivity:* Include people with lived experience in the decision making process.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

Ventura Urban County and all entitlement cities partner with social services agencies to undertake activities that benefit low- and moderate-income households and special populations of the elderly, youth, disabled persons, victims of domestic violence, homeless persons, and veterans.

Service delivery can differ between sheltered and unsheltered homeless populations within the county. Shelter has been unavailable to persons experiencing homelessness for large portions of each year, limiting delivery of programs and services for these individuals. Funding or lack of facilities, such as in the case of limited permanent supportive housing units in the County, may also create a gap or delay in service delivery.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

To address the lack of resources necessary to fully address the needs of special needs populations and persons experiencing homelessness, the County and entitlement jurisdictions will continue to partner closely with the Ventura County Continuum of Care to achieve the five action area goals established in the 2023 plan.

SP-45 Goals Summary

GOAL OUTCOME INDICATORS TO BE UPDATED BASED ON FINAL ACTION PLANS

Goal 1: Improve the Supply of Affordable Housing						
Develop and maintain affordable housing opportunities for low- and moderate-income homeowners and renters.						
Priority Needs						
• Development of New Affordable Housing • Housing Rehabilitation • Housing Services • Housing Stability • Disaster Planning and Recovery						
Start Year	2025	Category		Affordable Housing		
End Year	2029	Geographic Area(s)		All		
Five Year Funding		CDBG	HOME	ESG	Total	
Camarillo		$250,000				
Oxnard		$2,200,000	$3,375,000			
San Buenaventura		$1,524,803	$1,771,524			
Simi Valley		$336,347				
Thousand Oaks		$1,972,887				
Ventura Urban County		$3,572,108	$5,495,918			

Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County
Rental Units Rehabilitated				55	30	250	300
Homeowner Rehabilitation		10	125	25		50	30

Rental Construction Homeowner Construction Direct Financial Assistance to homebuyers			125 125				118 11 20

Goal 2: Increase and Improve Social Services					
Increase and improve access to public service programs targeting low- and moderate-income residents.					
Priority Needs					
• Supportive Services • Fair Housing Services • Disaster Planning and Recovery					
Start Year	2025	Category		Non-Homeless Special Needs Non-Housing Community Development	
End Year	2029	Geographic Area(s)		All	
Five Year Funding		CDBG	HOME	ESG	Total
Camarillo		$287,475			
Oxnard		$1,265,000			
San Buenaventura		$338,845			
Simi Valley		336,347			
Thousand Oaks		$303,521			
Ventura Urban County		$357,211			

Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County
Public Service for low/moderate-income other than housing benefit		1,495	62,500	650	600	4,000	11,000

Goal 3: Work to End Homelessness							
In partnership with the Ventura County Continuum of Care, work to end homelessness within Ventura County by providing housing, emergency shelter and social services to homeless persons or those at risk of homelessness.							
Priority Needs							
• Supportive Services • Homelessness							
Start Year	2025	Category		Homeless			
End Year	2029	Geographic Area(s)		All			
Five Year Funding		CDBG	HOME	ESG	Total		
Camarillo		$1,022,453					
Oxnard		$385,000		$925,000			
San Buenaventura		$169,422					
Simi Valley		$168,173					
Thousand Oaks		$151,760					
Ventura Urban County		$714,421					
Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County

Homeless Prevention Tenant Based Rental Assistance/ Rapid Rehousing Homeless Person Overnight Shelter Transitional housing beds added Other (Street Outreach) Public Service for low/moderate-income other than housing benefit		 30 10	125 250 250 500	440	 500	25	 350

Goal 4: Create and Maintain Quality Neighborhoods			
Enhance and maintain access to livable neighborhoods by improving and maintaining public facilities and infrastructure.			
Priority Needs			
• Public Facility Maintenance • Street Improvements and Infrastructure • Disaster Planning and Recovery			
Start Year	2025	Category	Non-Housing Community Development
End Year	2029	Geographic Area(s)	All

Five Year Funding	CDBG	HOME	ESG	Total
Camarillo				
Oxnard	$4,400,000			
San Buenaventura				
Simi Valley	$1849,909			
Thousand Oaks				
Ventura Urban County	$1,071,632			

Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County
Public Facility other than low/moderate income housing benefit (persons assisted)			125,000	69,725	12,875		19,265

Goal 5: Promote Economic Development				
Promote economic growth and resilience in small businesses and within the workforce in targeted areas.				
Priority Needs				
• Economic Support for Small Businesses and Job Training				
Start Year	2025	Category	Homeless	
End Year	2029	Geographic Area(s)	All	
Five Year Funding		CDBG	HOME	ESG	Total
Camarillo					
Oxnard		$550,000			

San Buenaventura		$677,690					
Simi Valley							
Thousand Oaks							
Ventura Urban County							

Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County
Promote economic development			50	25			

Goal 6: Effective Administration

Maintain effective housing and community development programs to carry out HUD CPD funded programs and activities.

Priority Needs

- n/a

Start Year	2025	Category	Planning and Admin
End Year	2029	Geographic Area(s)	All

Five Year Funding	CDBG	HOME	ESG	Total
Camarillo	$350,105			
Oxnard	$2,200,000	$375,000	$75,000	
San Buenaventura	$677,690	$196,836		
Simi Valley	$672,694			
Thousand Oaks	$607,042			
Ventura Urban County	$1,428,843	$610,657		

Goal Outcome Indicator		Camarillo	Oxnard	San Buena-ventura	Simi Valley	Thousand Oaks	Ventura Urban County

Other: Program Admin Years		5	5	5	5	5	5

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

During the course of the Consolidated Plan period, the participating grantees in the regional Consolidated Plan anticipate that affordable housing will be provided to 785 extremely low-, low-, and moderate-income households.

SP-50 Public Housing Accessibility and Involvement

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

No PHAs in Ventura County are bound by a Section 504 Voluntary Compliance Agreement to increase the number of accessible units.

Activities to Increase Resident Involvement

Each PHA in Ventura County actively works to increase resident involvement and engagement in the planning and programming of activities and services provided by or coordinated by the PHA. Residents participate in resident advisory groups or councils and provide recommendations to PHA leadership and the PHA's Board of Directors on needs and issues within the community and/ or for services to better meet the needs of residents.

Is the public housing agency designated as troubled under 24 CFR part 902?

None of the PHAs located in Ventura County or serving Ventura County are designated as troubled PHAs.

Plan to remove the 'troubled' designation

Not applicable

SP-55 Barriers to Affordable Housing

Barriers to Affordable Housing

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The state of California mandates that jurisdictions include seven elements in their General Plans: land use, transportation, conservation, noise, open space, safety, and housing. Two of these elements – the Housing and Land Use Elements – can directly impact local housing markets because they define key parameters for housing development such as permitted density, required fees, and allowable zoning uses.

The Housing Element details a local government's strategy to address their jurisdiction's housing needs and regulate existing and future housing development. In California, the state outlines statutory requirements for each community's Housing Element which are then subject to review by the Department of Housing and Community Development (HCD) for compliance with state law. Enacted in 1969, the Housing Element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for and do not unduly constrain housing development. Specifically, the Housing Element must:

- Identify adequate sites which will be made available through appropriate zoning and development standards and with services and facilities needed to facilitate and encourage the development of a variety of types of housing for all income levels in order to meet the community's housing goals;
- Assist in the development of adequate housing to meet the needs of low- and moderate-income households;
- Address, and where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing;
- Conserve and improve the condition of the existing affordable housing stock; and
- Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, sexual orientation, gender identification, or any other arbitrary factor.

The Land Use Element of the General Plan also influences housing choice by defining allowable uses within the jurisdiction by designating allowable densities and land uses for various zoning districts across the community including residential, commercial, industrial, public, and agricultural zones. As it applies to housing, the Land Use Element establishes a range of residential land use categories,

specifies densities (typically expressed as dwelling units per acre) and suggests the types of housing appropriate in a community. While the Land Use Element establishes different zones with specified parameters for residential development, it is a jurisdiction's local zoning ordinance which details the specific development standards for the community. In other words, the Land Use Element serves as a guiding framework for a community's land use policy while the zoning ordinance is the explicit code that lays out permitted uses within each zone.

A Housing Element within a General Plan approved by the State of California should, in theory, allow the private market to create enough housing units at various price levels to meet the jurisdiction's affordable housing needs.

SP-60 Homelessness Strategy

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Ventura County Continuum of Care (CoC) provides oversight and coordination for homeless services in the county. The Coordinated Entry System, Pathways to Home, provides referrals and linkages to appropriate resources through a "no-wrong door" approach. The CoC is partnering with healthcare providers, youth outreach teams, Veteran service providers and other community partners to link-in to the Coordinated Entry System (CES) for broader coverage and increased ease of access for people in need of services. The Homeless Management Information System hosts the CES and referral process.

The 2023 and 2024 PIT Counts found that 202 fewer people experienced unsheltered homelessness in 2024 than 2023. The total number of persons experiencing homelessness (sheltered and unsheltered combined) declined by 83 persons during this same period.

The County of Ventura is committed to being a place where all are welcome, where people are supported and where everyone has an opportunity to thrive. It will do so by coordinating with County partners, including the CoC, local businesses, community faith groups, and nonprofits to engage the homeless population.

Addressing the emergency and transitional housing needs of homeless persons

Emergency and transitional needs of homeless persons are addressed via the use of a coordinated entry process to prioritize homeless persons.

Within the County of Ventura, the following emergency shelters operate year round.

- **Ventura County Rescue Mission:** Serves single men; 10-15 bed capacity
- **Lighthouse Women's and Children's Mission**: Serves single women and mothers with children; 21 bed capacity
- **Gabriel's House Women's Shelter:** Serves single women and women with children; 20 bed capacity
- **Our Place Shelter:** Serves single men and women; 10 bed capacity
- **ARCH Ventura:** Serves single men and women; 55 bed capacity
- **Harvard Shelter:** Serves Santa Paula, Fillmore and Piru residents only; 42 bed capacity
- **Thrive Grove:** Serves Thousand Oaks; 30 bed capacity; anticipated to open in 2025

The County uses a blend of transitional housing properties and a bridge housing model for transitional housing; placing homeless households in motels and scattered site leased apartments as a pathway to permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The CoC works with organizations to reach and serve as many groups as possible and address barriers to permanent housing. Organizations who serve those experiencing homelessness include domestic violence service providers, Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) organizations, criminal justice systems, healthcare partners, behavioral health providers, and mainstream service providers that serve families and individuals.

In the CoC's 2024 Report on the State of Homelessness, it reported that of the 6,060 persons served during 2023, 57% were placed in permanent housing, 96% retained housing.

The CoC established a goal of limiting the average length of time homeless to 90 days for Emergency Shelter and 180 days for Transitional Housing. The actual length of homelessness was 210 days for Emergency Shelter and 224 days for Transitional Housing. The CoC is continuing to establish pathways to reduce these time periods.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has established a goal of placing 85% of all persons served into permanent housing and ensuring that 85% of those placed retain those housing. To achieve this goal, the CoC ensures robust outreach, engagement and wrap around services and case management to serve those in need of and placed in housing.

SP-65 Lead-Based Paint Hazards

Actions to address LBP hazards and increase access to housing without LBP hazards.

Actions undertaken by Ventura County to remediate lead-based paint hazards and reduce instances of lead poisoning adhere to the HUD lead-based paint regulations implementing Title X of the Housing and Community Development Act of 1992, which covered CDBG, HOME, ESG, and HOPWA, and 24 CFR Part 35, which covers HTF. The State of California has also enacted legislation which deems a building to be in violation of the State Housing Law if it contains lead hazards and requires local enforcement agencies to enforce provisions related to lead hazards; makes it a crime for a person to engage in specified acts related to lead hazard evaluation and abatement, unless certified or accredited by the state; and allows local enforcement agencies to order the abatement of lead hazards or issue a cease and desist order in response to lead hazards.

Following the declaration by the state that childhood lead exposure was the most significant childhood environmental health problem in California, Ventura County established the Childhood Lead Poisoning Prevention (CLPP) program within its Health Care Agency to reduce the incidence of childhood lead exposure. The CLPP program provides a variety of medical and environmental services, including blood testing, home inspections, and lead testing, intended to prevent children from being exposed to lead, reduce the harmful effects of lead poisoning, and prevent environmental exposure to lead through community outreach and education.

In March 2011, Ventura County joined with 10 cities and counties as a plaintiff on behalf of the state in a public nuisance lawsuit against three lead paint manufacturers to address lead-based paint hazards in housing built prior to 1951. The suit was settled in 2018, and in November 2019, the county received the first of what will eventually be a $7.6 million settlement. The funds, used to capitalize the new Healthy Homes Ventura County Program, will initially be used to identify and abate lead-based paint hazards on homes built before 1950, and will be expanded to include the homes built between 1951 and 1980.

The testing and abatement of lead-based paint, an important element of the housing rehabilitation activities undertaken by Ventura County, supplement ongoing efforts to increase the availability of safe and affordable housing in the county.

How are the actions listed above related to the extent of lead poisoning and hazards?

Over time through testing and abatement, monitoring of public health data, and through public education, the public will have greater awareness of the hazards of lead-based paint to children. This will prompt homeowners, landlords, and parents of young children to proactively address unsafe housing conditions in pre-1978 units where children may potentially be exposed to lead-based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

Lead hazard reduction and compliance with HUD's lead-based paint regulations are integral components of Ventura County's affordable housing policies and procedures. Rental and owner-occupied housing receiving federal assistance are required to comply with federal and state

regulations. Properties proposed for acquisition, repair, or rehabilitation through the CDBG and HOME programs are assessed for lead hazards and, if hazards are discovered, are handled in accordance with these regulations and property owners counseled on abatement options. Requirements for compliance with these regulations are included as provisions in all development and sub-recipient agreements with the potential to encounter lead paint hazards. The owners of rental properties built before 1978 are required to provide households of prospective tenants with a completed disclosure form before the tenant is obligated to lease the rental unit.

SP-70 Anti-Poverty Strategy

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families.

To meaningfully address this challenge, each of the goals included in the Strategic Plan supports activities to promote the availability of affordable housing and the provision of essential services that directly benefit low- and moderate-income residents. In the implementation of the Strategic Plan, the jurisdictions in the County will prioritize funding for activities that most effectively address these goals over the next five years. This strategy will emphasize using CDBG, HOME and ESG funds to help individuals and families rise out of poverty to long-term self-sufficiency.

The Ventura County Region has a variety of programs that can also be leveraged to reduce the number of poverty-level families, often involving partnerships between organizations. Examples of programming include:

- Medi-Cal and CalFresh, through the state of California, provide medical insurance and food assistance through Ventura County Human Services Agency.
- Ventura County Library READ Adult Literacy Program partners trained volunteers to work with adults on literacy skills.
- Local school districts offer free lunch to children during the summer months when many low-income children are separated from school-provided meals during the academic year. The Summer Nutrition Program also partners with the Ventura County Library and YMCA to reach low-income communities.
- The Ventura County Human Services Agency General Relief program provides temporary financial assistance to low-income adults with no dependent children. General Relief helps with basic living needs including rent, utilities, and incidentals.
- The Workforce Investment Board (WIB) of Ventura County offers support that would be costly for individuals or businesses to receive from other sources. The WIB provides guidance for individuals exploring career options or experiencing job transitions, and employers seeking support for recruitment, retention, or layoffs at the County Human Services Agency job and career centers in Santa Paula, Oxnard, Simi Valley, and San Buenaventura.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Ventura County and the entitlement jurisdictions allocate up to 15 percent of their CDBG funds annually to public and nonprofit service providers to offer a range of supportive services, including those that aim at fighting poverty. Many of these agencies also provide assistance with securing affordable housing. ESG funding is also devoted to shelter and services for homeless or near-homeless residents with the goal of all homeless individuals and families achieving stable housing.

SP-80 Monitoring

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Camarillo:

The city conducts monitoring reviews of selected activities to determine whether the programs are carried out in accordance with its Consolidated Plan and in a timely fashion. Monitoring is carried out on a regular basis to ensure that statutory and regulatory requirements are met. The city aims to monitor all subrecipients via on-visits annually.

The city uses various tools to evaluate the success of its programs in meeting local housing and community development needs. HUD requires that the city submit annual reports on its performance in carrying out the program goals in the CAPER for the CDBG program. The CAPER must report annual and cumulative accomplishments in achieving the goals and objectives established in the Consolidated Plan. As part of this process, if the city detects underperforming programs and agencies, the city will take action(s) to identify the issues and explore options for remedies.

The city disburses CDBG funds to subrecipients only after they provide a quarterly Request for Reimbursement and Report (report). The report indicates the number and type of clients served including income, race, and ethnicity. Other information may be required based on the National Objective being met and the Matrix Code assigned to the activity. This information may include a designation of which presumed eligible group the client belongs to and if it is a female-headed household. The report must also contain documentation of expenditures and a narrative description of activities undertaken. The final quarterly report and a Year-End Report are submitted in July. The city issues final payment for Public Service activities in August when possible, but if questions arise about the final report or Year-End report the city works with the subrecipient to resolve them. Subrecipients are only paid only after the city has confirmed the accuracy and completeness of the report. Funds are drawn down from the city's letter of credit using the IDIS program only after subrecipients have been paid. In some cases, this process may extend into September, but in all cases final payments to subrecipients and draws are completed prior to the submission of the CAPER.

Oxnard:

The City of Oxnard monitors the use of grant funds through financial management, desk monitoring, on-site monitoring, and providing technical assistance. Monitoring is intended to ensure program compliance with the federal regulations and program performance goals and accomplishment reporting standards. In addition, the city monitors for compliance with fiscal regulations, labor compliance, section 3 compliance, procurement and purchasing and environmental review. During monitoring, a risk assessment is conducted to determine high risk subrecipients and projects to perform on-site monitoring. Staff reviews client information, financial records and internal operating policies to ensure continued program success, as well as, meeting HUD and State guidelines as

required by each individual grant. The City requires CDBG & HESG quarterly and annual reports to ensure the subrecipients are meeting their goals and objectives.

The City monitors Home funded projects loans for homebuyer down payment assistance, homeowner rehabilitation loans/grants, community housing development projects (CHDO) homebuyer and rental projects, and units designated as affordable by the planning department. Staff monitors for owner occupancy mostly for homeowner, homebuyer loans and deed-restricted units during the affordability period. Rental projects are mostly HOME-funded with CHDO Set-Aside funds. Staff monitors HOME-Assisted units in the rental projects throughout the HOME affordability period utilizing the HOME Monitoring Checklists. Staff monitors affordable density bonus projects for compliance with applicable state and local regulations. Staff certifies developers eligible for CHDO Set Aside funds, reviews project applications and determines project feasibility.

San Buenaventura:

The city of San Buenaventura conducts desk monitoring reviews for all subrecipients through a required monthly and quarterly report. On-site visits occur with approximately half of the CDBG subrecipients annually to review activities that represent different project categories (public services, facilities and infrastructure, and economic development).

The city's CDBG and HOME programs require contractors to include outreach and opportunities to minority and women business enterprises (M/WBE) within the bids they submit to the city, including a request for contractors to market this requirement to M/WBEs and disadvantaged businesses, in support of HUD's goal of expanding economic opportunities.

Simi Valley:

During the program year, subrecipients are required to submit quarterly and year-end reports to monitor program and project progress toward stated goals. Reports included information on program beneficiaries (including race or ethnicity) and identified performance measures in meeting projected goals. Reimbursement requests with supporting documentation are submitted quarterly. Organizations are also required to identify the sources and amount of leveraged funds and their use within listed programs.

The City uses the information supplied in quarterly and year-end reports to complete desktop monitoring of subrecipients to ensure project accomplishments and expenditures are consistent with approved work schedules and line item budgets. City CDBG program staff also conduct annual on-site monitoring. On-site monitoring covers the areas of intake and client files, financial records, income verification eligibility, and presumed benefit documentation compliance as applicable.

Thousand Oaks:

The City of Thousand Oaks conducts monitoring activities to ensure that Community Development Block Grant (CDBG) funds are used in accordance with federal regulations and that the programs funded meet their established goals and objectives. The City reports the accomplishments of CDBG activities to HUD through the Consolidated Annual Performance and Evaluation Report (CAPER).

Before approving any CDBG activities, the City performs National Environmental Policy Act (NEPA) reviews. The City performs quarterly desktop monitoring of public service grants and conducts site monitoring of at least 10% of its CDBG-funded subrecipients annually. During these site reviews, the CDBG activities are assessed against the City's CDBG Monitoring Checklist, as outlined in the City's CDBG monitoring manual.

As part of the monitoring process, the City checks for program income and confirms that contractors and subcontractors are eligible participants in federally funded contracts by reviewing the System for Award Management (SAM) database.

Additionally, for CDBG projects, the City ensures that all applicable federal prevailing wage and Section 3 requirements are met by subrecipients. For apartment rehabilitation activities, the City also monitors compliance with affordable rent standards as published by the Area Housing Authority of the County of Ventura and HUD's published income limits.

Ventura Urban County:

Planned monitoring of Ventura County CDBG-funded projects varies depending upon a risk analysis of the subrecipient and type of project or program (i.e. construction, economic development, public service, etc.). While the county's program monitoring is almost always intended to ensure program compliance, it may also entail measures to improve program performance. Monitoring may be for compliance with fiscal regulations, program performance, the Fair Labor Standards Act (Davis-Bacon), and/or environmental review.

During fiscal monitoring, the county reviews monthly Expense Summary (ES) documents received from the participating jurisdictions and subrecipients. Expenditures in the ES are reviewed to ensure compliance with cost eligibility and allocation regulations. Single audits are provided by subrecipients and reviewed as necessary. All projects are routinely monitored to ensure that no more than 1.5 times the annual CDBG grant is in the Count's line of credit on April 30th of each year.

During performance monitoring, county staff review CDBG Quarterly Status Reports (QSRs) to ensure program performance is adequate and timely compared to the goals stated in the County's HUD Annual and Consolidated Plans. QSRs are completed by all subrecipients and include information on milestones, status and accomplishments. Additional technical assistance is provided to new subrecipients to ensure proper beneficiary collection and reporting.

The county monitors HOME-funded projects at the following times to ensure compliance with HOME program requirements: 1) During construction; 2) Upon completion of construction; and 3) Annually during the affordability period. On-site monitoring for each HOME project occurs every three years.

The Ventura County CoC has adopted written standards for CoC and ESG funding. CoC and County staff monitor ESG-funded programs through desk monitoring, on-site monitoring, and provide technical assistance to program-funded providers. ESG projects are monitored annually at minimum. Subrecipients of all ESG- funded projects are required to provide quarterly status reports which include performance data and narrative about program challenges and success.

Appendix 1:

Invited Stakeholders

The following list of stakeholders were invited to participate in the development of the Consolidated Plan. These stakeholders received invitations to participate in the survey, community meetings and stakeholder focus group sessions.

Agency	Subject Area	Additional Subject Area (if applicable)
Abode Communities	Housing	
Adelante Comunidad Conejo Inc	Services-Children	Services-Elderly
Aedis Real Estate Group	Housing	
Alliant Strategic Development	Housing	
Alzheimer's Association	Services-Elderly	
AMCAL	Housing	
American Red Cross Ventura County	Health Agency	Services-Health
Area Agency on Aging	Services-Elderly	
Area Housing Authority of the County of Ventura	PHA	Housing
Assistance League of Conejo Valley	Services-Children	Services-Elderly
Big Brothers Big Sisters of Ventura Co, Inc.	Services-Children	
BikeVentura	Other	
Blanchard Community Library	Public Funded Institution	
Boys & Girls Club of Moorpark	Services-Children	
Boys & Girls Club of Oxnard & Port Hueneme	Services-Children	
Boys & Girls Club of Santa Clara Valley	Services-Children	
Boys & Girls Club of Ventura	Services-Children	

Boys and Girls Clubs of Greater Conejo Valley	Services-Education	Services-Children
Brain Injury Center	Other	
Cabrillo Economic Development Corporation	Assisted Housing	Services-Housing
California Lutheran University	Services-Education	Regional Organization
California Rural Legal Assistance	Services-Fair Housing	
California State University Channel Islands (CSUCI)	Public Funded Institution	Services-Education
Camarillo Health Care District	Services-Health	Services-HIV/AIDS
Camarillo Old Town Association	Business Leader	Business Leader
Camarillo Premium Outlets	Business Leader	Other
Caregivers: Volunteers Assisting the Elderly	Services-Elderly	Services-Disabilities
Casa Conejo Municipal Advisory Council	Local Government	
CASA Court Appointed Special Advocates	Services-Children	
Casa Pacifica-Centers for Children & Families	Services-Children	Services - Unaccompanied Youth
Catholic Charities of Ventura County	Services-Homeless	Services-Elderly
CEDC	Housing	Services-Housing
Century Housing	Housing	
Channel Islands Social Services	Services-Disabilities	Services-Health
Citizens Advisory Committee - For Former Ventura Youth Correctional Facility	Civic Leader	Services - Unaccompanied Youth
City Impact	Services-Education	Services-Children
City of Camarillo	Local Government	
City of Fillmore	Local Government	
City of Moorpark	Local Government	
City of Ojai	Local Government	

City of Oxnard	Local Government	
City of Port Hueneme	Local Government	
City of San Buenaventura	Local Government	
City of Santa Paula	Local Government	
City of Simi Valley	Local Government	
City of Thousand Oaks	Local Government	
City of Thousand Oaks Community Services	Local Government	Services-Homeless
City of Thousand Oaks Emergency Services	Local Government	Emergency Management Agency
City of Thousand Oaks Planning Division	Local Government	Planning Organization
City of Thousand Oaks Public Works Department	Local Government	Water District/Agency
City of Ventura	Local Government	Planning Organization
Clinicas Del Camino Real	Services-Health	
Coasts 2 Coast Camps (Formerly Pacific Camps Family Resource, Inc.)	Services-Children	Child Welfare Agency
Community Action of Ventura Co. Inc.	Services-Housing	Services-Children
Community Conscience	Business Leader	Regional Organization
Community Development Partners	Housing	
Community Memorial Health System	Health Agency	Services-Health
Community of Friends	Housing	
Conejo Community Outreach	Services-Children	
Conejo Conscience	Other	
Conejo Free Clinic	Health Agency	Services-Health
Conejo Future Apartments	Housing	Services-Elderly
Conejo Hospice, Inc.	Services-Elderly	Services-Children
Conejo Open Space Conservation Agency	Public Land Agency	Planning Organization

Conejo Recreation and Park District	Local Government	Services-Children
Conejo Simi Moorpark Assoc. of Realtors	Business Leader	Regional Organization
Conejo Valley Senior Concerns	Services-Elderly	Services-Disabilities
Conejo Valley Senior Concerns, Inc.	Services-Elderly	Services-Disabilities
Conejo Valley Village	Services-Elderly	Services-Housing
Conejo/Las Virgenes Futures Foundation	Regional Organization	Civic Leader
Corporation for Better Housing (Casa Bella)	Housing	
County of Ventura	Local Government	
County of Ventura Board of Supervisor	Civic Leader	Local Government
County of Ventura CEO Community Development Division	Local Government	Housing
County of Ventura Human Services Agency	Local Government	Continuum of Care
Court Appointed Special Advocates (CASA)	Services-Children	
Dignity Moves	Housing	Services-Homeless
EAH Housing	Housing	
Easterseals of Southern California	Services-Disabilities	Regional Organization
Economic Development Collaborative	Business Leader	Regional Organization
EDC-VC	Planning Organization	Business Leader
El Concilio Del Condado de Ventura	Services-Children	
Family Justice Center	Services – Victims of Domestic Violence	
Fillmore-Piru Veterans Memorial District	Regional Organization	
FOOD Share, Inc.	Other	Services-Homeless
Future Leaders of America	Services-Children	

Global Premier Development	Housing	
Goodwill Industries, Inc.	Other	
Greater Conejo Valley Chamber of Commerce	Business Leader	Regional Organization
Grey Law	Services-Elderly	Services-Housing
Habitat for Humanity Ventura County	Housing	Services-Housing
Harbor House	Services-Homeless	
HDSI Management, Inc	Housing	Services-Housing
HELP of Ojai	Services-Elderly	Other
HOLOS	Housing	
Home Ownership for Personal Empowerment (HOPE)	Services-Housing	
Hope the Mission	Services-Homeless	Services - Homeless Veterans
House Farmworkers	Services-Housing	Other
Housing Authority – City of Oxnard	PHA	
Housing Authority – City of Port Hueneme	PHA	
Housing Authority – City of Santa Paula	PHA	
Housing Authority of the City of San Buenaventura	PHA	Assisted Housing
Housing Rights Center	Services-Fair Housing	
Housing Trust Fund Ventura County	Housing	Regional Organization
Independent Living Resource Center	Services-Children	
Interface	Services - Unaccompanied Youth	Services-Victims of Domestic Violence
Jamboree Housing	Housing	
James Storehouse	Services-Children	
Junior Achievement	Services	
KEYS Leadership Program	Services-Children	
Kids & Families Together	Services-Children	

Kingdom Center	Services-Homeless	
Kiwanis Club of Camarillo	Regional Organization	Services-Children
Law Office of Barbara Macri-Ortiz	Services-Fair Housing	
Life Centers of Ventura Co	Services-Health	
Lighthouse Bible Church (formerly) Cochran Street Baptist	Other	
LINChousing	Housing	
Livingston Memorial Visiting Nurse Assoc.	Services-Health	Services-Elderly
Livingston Memorial Visiting Nurse Association	Health Agency	Services-Disabilities
Livingston Memorial Visiting Nurses Assoc.	Serivces	
Long Term Care Services	Services-Disabilities	Services-Elderly
Lutheran Social Services	Services-Homeless	
Manna Food Bank	Services-Elderly	Services-Disabilities
Many Mansions	Housing	Services-Housing
Meadowlark Service League	Regional Organization	Other
Mercy House	Services-Homeless	
Mesa	Services-Homeless	Services - Unaccompanied Youth
MICOP	Other	
Mid Valley Properties	Housing	
Mission Without Borders	Services-Children	Other
Mitec Solutions	Broadband ISP	Broadband Advocates
Momentum	Housing	Services-Disabilities
Moorpark Chamber of Commerce	Local Government	
Moorpark College	Civic Leader	
Mother Teresa Christian Services - St. Rose Church	Other	
National Health Foundation	Health Agency	Services-Health

Nichols Planning & Development	Planning Organization	
Oak Park Municipal Advisory Council	Local Government	
Oak View Park and Resource Center	Other	
One Step A La Vez	Services-Children	
Oxnard Performing Arts Center	Other	
Palmer Drug Abuse Program	Services-Disabilities	Mental Health Agency/Facility
PATH	Housing	
PDAP of Ventura County, Inc.	Services-Children	Services-Health
People's Self Help Housing Corp	Housing	Services-Housing
Piru Neighborhood Council	Regional Organization	
PLACE (WAV)	Housing	
Project Understanding	Services-Homeless	Services-Children
Prototypes Women's Center	Mental Health Agency/Facility	Services-Children
RAIN Project	Services-Homeless	
Rancho Simi Rec. & Park District	Local Government	
Rebuilding Green	Housing	
Rebuilding Together Ventura County	Services-Housing	Regional Organization
Rescue Mission Alliance	Mental Health Agency/Facility	Services-Children
Retirement Housing Foundation	Services-Elderly	
River Community Church	Services-Homeless	Civic Leader
Safe Passage Youth Foundation	Services-Children	Services-Housing
Saint Vincent de Paul	Other	
Salvation Army Corps Ventura	Services-Homeless	
Samaritan Center of Simi Valley	Services	
Santa Paula Senior Center	Services-Elderly	
Santa Rosa Valley Municipal Advisory Council	Local Government	
Sarah's House Maternity Home	Services	

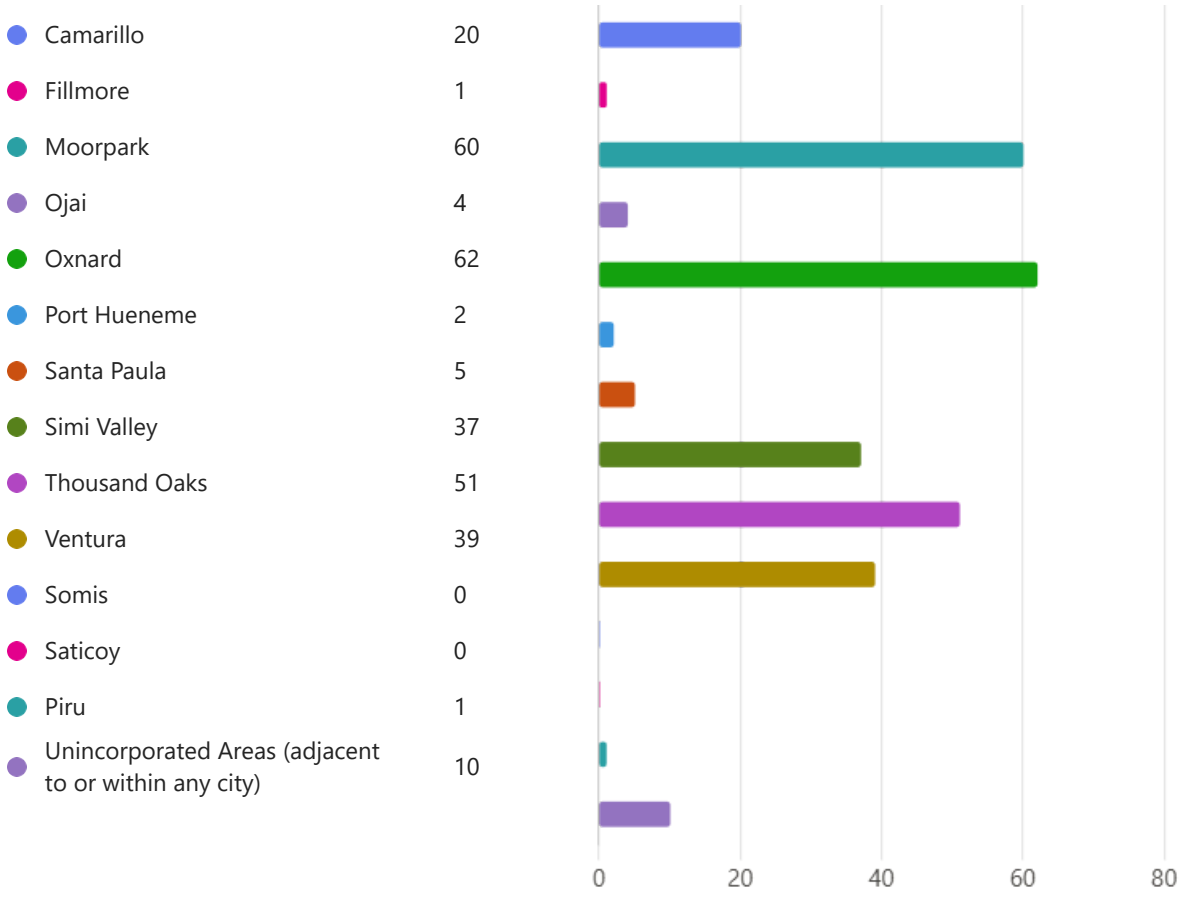
Saticoy Sanitary District	Water District/Agency	
SCANPH	Services	
Senior Alliance for Empowerment	Services-Elderly	Services-Housing
Senior Concerns	Services-Elderly	
Seventh Day Adventist Church	Other	
Simi at the Garden	Other	
Simi Covenant Church	Other	
Simi Valley Chamber of Commerce	Economic Development	
Simi Valley Adult School	Services	
Simi Valley Disabled American Veterans Chapter 55	Services	
Simi Valley Education Foundation	Services	
Simi Valley Elks Lodge	Civic Leader	
Simi Valley Family YMCA	Services	
Simi Valley Historical Society & Museum	Other	
Simi Valley Hospital Foundation	Civic Leader	
Simi Valley Second Missionary Baptist Church	Other	
Simi Valley Unified School District	Services	
Somis Municipal Advisory Council	Local Government	
Spirit of Santa Paula	Services-Homeless	
St. Peter Claver Church	Other	
St. Vincent de Paul	Services-Housing	Services-Elderly
Step Up on Second	Services-Homeless	Services-Housing
StoneBridge Community Church	Other	
T.L.C. Home Hospice	Services-Elderly	
The Arc of Ventura	Services-Homeless	Services-Disabilities
The City Center	Services-Homeless	Assisted Housing
Tri Counties Regional Center	Services-Disabilities	

Trinity Lutheran Church	Other	
Turning Point Foundation	Mental Health Agency/Facility	Services-Homeless
United Church of Christ	Services	
United Methodist Church	Services	
United Way of Ventura County	Services-Homeless	Services-Children
Upwards	Services-Children	
USA Properties Fund	Housing	
Vast Homes	Housing	
VC Area Agency on Aging	Services-Elderly	
VC Economic Development Assoc.	Regional Organization	
VC Public Health HIV/AIDS Center	Services-Health	Services-HIV/AIDS
Ventura Chamber of Commerce	Business Leader	Civic Leader
Ventura Climate Care Options Organized Locally (VCCool)	Other	
Ventura Co Community Foundation	Regional Organization	
Ventura Co Special Olympics	Services	
Ventura Co. Community Development Corp (VCCDC)	Housing	Services-Housing
Ventura Co. Fire Protection Agency	Local Government	
Ventura Co. Harbor Dept	Local Government	
Ventura Co. Library	Local Government	
Ventura Co. Probation Agency	Local Government	
Ventura Co. Public Works Agency	Local Government	
Ventura Co. RMA - Code Enforcement	Local Government	
Ventura Co. RMA - Planning	Local Government	Planning Organization
Ventura Co. VCBH	Local Government	Mental Health Agency/Facility
Ventura College	Services-Education	
Ventura County Area Agency on Aging	Services	
Ventura County Board of Supervisors	Local Government	

Ventura County Community Development Corporation	Services-Housing	Regional Organization
Ventura County Continuum of Care	Continuum of Care	Services-Homeless
Ventura County Department of Child Support Services	Child Welfare Agency	Local Government
Ventura County Health Care Agency	Health Agency	Services-Homeless
Ventura County Homeless & Housing Coalition	Services-Homeless	Services-Housing
Ventura County Housing Trust Fund	Housing	
Ventura County Office of Education	Services-Education	
Ventura County Public Works	Local Government	
Ventura County Rescue Mission	Local Government	
Ventura County Transportation Commission	Local Government	Planning Organization
Ventura Land Trust	Public Land Agency	Regional Organization
Ventura Police Department	Emergency Management Agency	Local Government
Villa Esperanza Services	Services-Disabilities	Services-Children
Vulnerable Population Housing Advocacy Network	Services-Homeless	Services - Homeless Veterans
Wakeland Housing	Housing	
WeeCare Inc., (DBA Upwards)	Services-Children	
Wespac Management Group, Inc	Housing	Services-Housing
Westminster Free Clinic	Services-Health	
Westside Community Development Corporation	Public Funded Institution	Regional Organization
Women of Substance & Men of Honor	Foster Care Agency/Facility	Housing
Women's Economic Ventures	Services-Employment	
Workforce Development Board	Services-Employment	
Workforce Development Board of VC	Services-Employment	
YMCA Southeast Ventura County	Services-Children	Services-Education

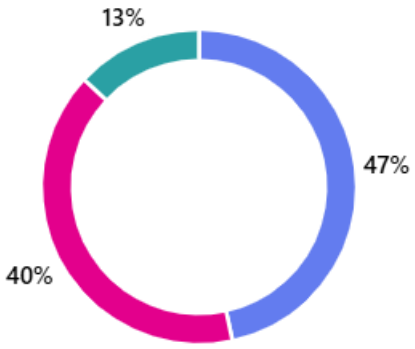
Appendix 2: Resident Survey Results

1. Where do you live?



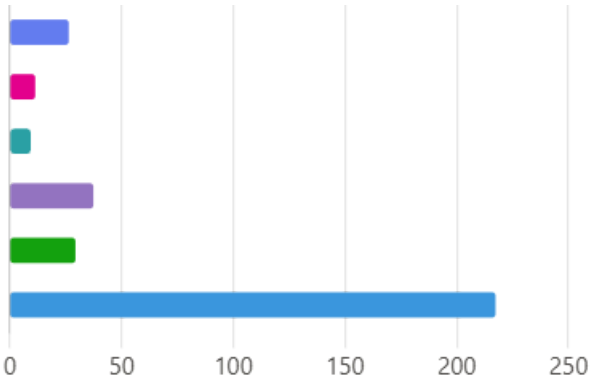
2. Does your household's income adequately support your household's needs?

I/we have adequate income	136
My/our income just barely covers our needs	118
I/we don't have enough income to pay housing and other costs of living	38

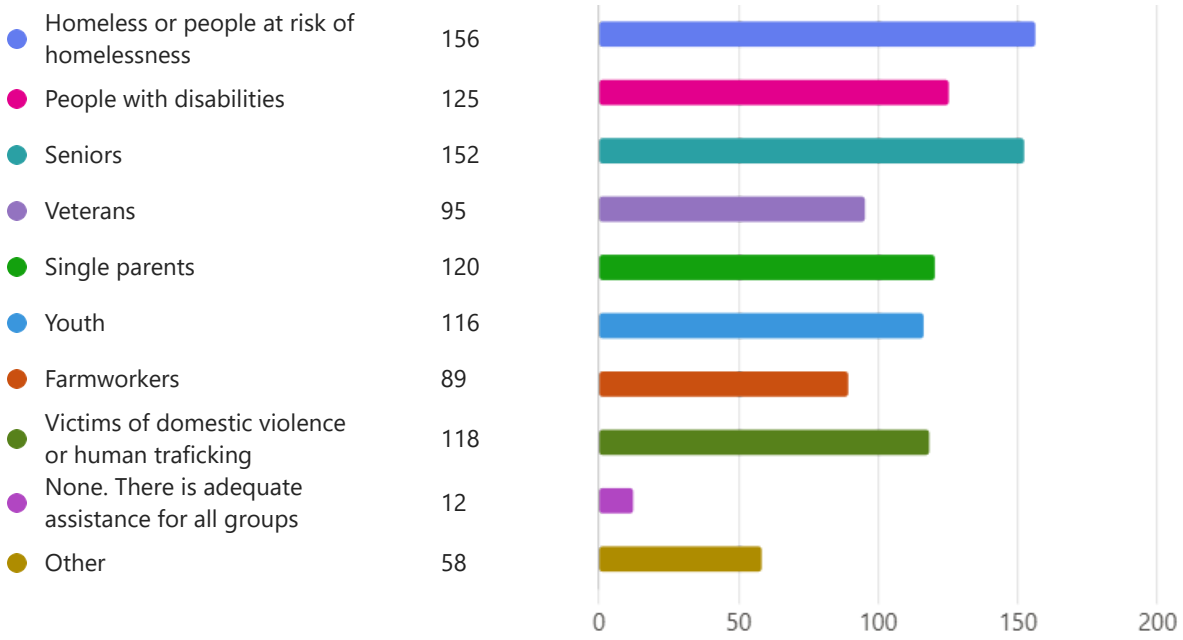


3. In the last 5 years, have you felt unfairly treated based on your age, race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, or disability? (This does not include lack of required income or credit when applying for a loan or apartment.)

Applying for rental housing	26
Applying for a mortgage	11
Applying for a credit card	9
Applying for a job	37
Getting served at a business	29
I haven't been negatively impacted by discrimination.	217



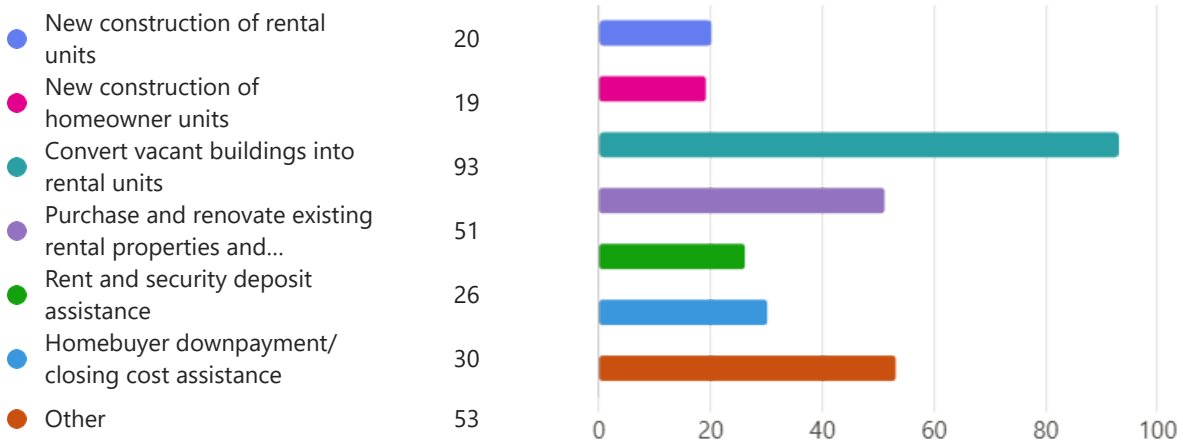
4. Do you think that more programs are needed to assist the following people?



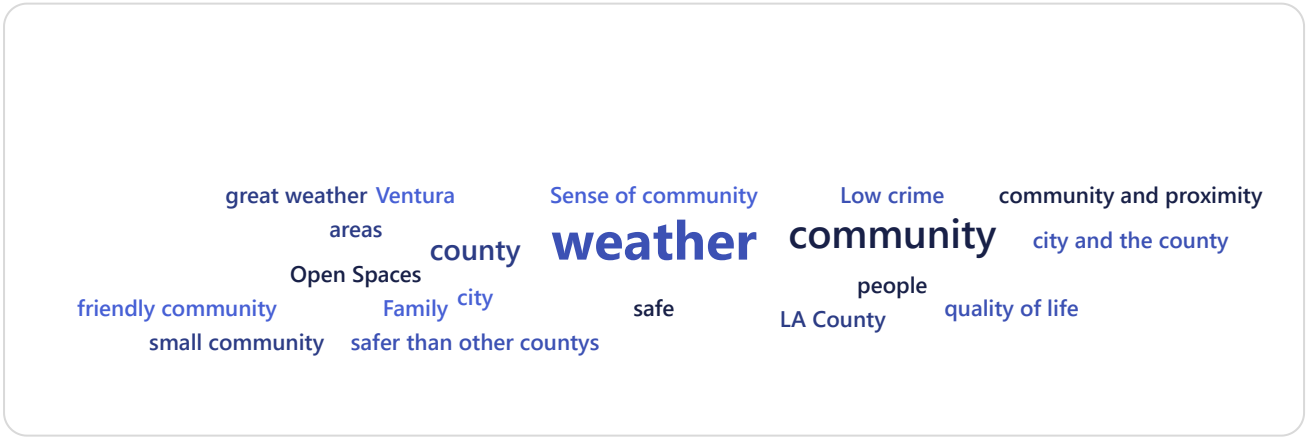
5. Choose 3 areas where you think your City and County should focus financial resources.



6. What do you believe is the best approach to increasing affordable housing opportunities in Ventura County?



7. What do you like most about living in Ventura County?





COUNTY of VENTURA
County Executive Office

DISCOVER OXNARD CALIFORNIA

City of Thousand Oaks

CITY OF VENTURA

2025-2029 Regional Analysis of Impediments to Fair Housing

DRAFT - April 2025

MDG Associates LLC

Ventura County
Regional Analysis of Impediments to Fair Housing Choice
2025

Table of Contents

I. EXECUTIVE SUMMARY 1

II. COMMUNITY PARTICIPATION PROCESS 2

A. Stakeholder Consultation 2
B. Public Review and Comment Period 3

III. FAIR HOUSING ANALYSIS 3

A. Demographic and Housing Summary 3
B. Segregation/Integration 13
C. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) 24
D. Disparities in Access to Opportunity 30
E. Disproportionate Housing Needs 59
F. Local and State Policies and Practices Impacting Fair Housing 67

IV. FAIR HOUSING ISSUES AND GOALS 70

A. Fair Housing Issues 70
B. Fair Housing Goals 72

I. Executive Summary

The Analysis of Impediments to Fair Housing Choice (AI) provides communities an opportunity to examine progress toward the goals of eliminating housing discrimination and providing current and future residents access to housing opportunity. The AI provides important information on fair housing issues, contributing factors, and goals to policymakers, administrative staff, housing providers, lenders, and fair housing advocates throughout Ventura County. Jurisdictions that receive funding from the U.S. Department of Housing and Urban Development (HUD), including Community Development Block Grant (CDBG), HOME Investments Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds, complete an AI at least once every three to five years, consistent with the Consolidated Plan cycle, as part of their obligations under the Community Development Act of 1974 and the Cranston-Gonzalez National Affordable Housing Act.

The AI is a key component of the requirement for all HUD grantees to affirmatively further fair housing. Affirmatively furthering fair housing means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. The duty to affirmatively further fair housing extends to all of a jurisdictions' activities and programs relating to housing and urban development.

This AI is a collaborative effort between the HUD Entitlement Cities of Camarillo, Oxnard, San Buenaventura (Ventura), Simi Valley, and Thousand Oaks, and the Ventura Urban County including the Cities of Fillmore, Moorpark, Ojai, Port Hueneme, Santa Paula, and the Unincorporated areas of Ventura County. This document is an update to the 2020 Ventura County Regional Analysis of Impediments to Fair Housing Choice. In general, the data presented in this document is for the region as a whole.

To prepare the AI, jurisdictions first must identify fair housing issues. A fair housing issue is a condition in a specific geographic area of analysis that restricts fair housing choice or access to opportunity. Fair housing issues can include such conditions as ongoing local or regional segregation or lack of integration, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing. To identify fair housing issues, HUD recommends that jurisdictions gather and analyze data. For this AI, the jurisdictions analyzed data on the following topics:

- Demographics
- Segregation/Integration
- Racially and Ethnically Concentrated Areas of Poverty
- Disparities in Access to Opportunity
- Housing Needs

The data utilized in the analysis are from the U.S. Census Bureau American Community Survey (ACS) and HUD's AFFH Data and Mapping Tool. The ACS data utilized in the assessment are from the 2016-2020 five-year estimates. This data set was selected to align with the data utilized in the Consolidated Plan.

After conducting the data analysis and identifying the fair housing issues, a list of contributing factors is developed. A contributing factor is a factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. For each fair housing issue and its contributing factors, the jurisdictions then develop a list of fair housing goals. A fair housing goal is a specific, meaningful action that can reasonably be expected to achieve a material positive change that affirmatively furthers fair housing by increasing fair housing choice or decreasing disparities in access to opportunity.

For the contributing factors and fair housing goals in this AI, the jurisdictions drew from the extensive work they have done to prepare their most recent Housing Elements, which cover the period of 2021-2029. As part of the state-mandated Housing Element, California jurisdictions must conduct a fair housing assessment that includes an analysis of fair housing issues, identification of factors that create and/or contribute to those issues, and development of goals and meaningful actions to affirmatively further fair housing. Progress towards reaching the goals identified in the Housing Element must then be reported to the state periodically.

A summary of the fair housing issues, significant contributing factors, and fair housing goals can be found in section IV of this AI.

II. Community Participation Process

To develop the AI, information was also gathered from residents, housing professionals, and service providers. Incorporating information from these sources is important for ensuring that the AI captures community needs and knowledge that may not be discernible from other data sources. The community participation process for this AI involved the following efforts:

A. Stakeholder Consultation

Interviews were conducted during November-December 2024 with organizations that provide fair housing services and/or housing and services to protected class groups in the county. The interviews focused on the fair housing issues frequently encountered by the organizations, the underlying causes for those issues, any efforts that are currently underway to address those issues and their causes, as well as any additional actions the organizations would recommend to address those issues. The organizations interviewed were California Rural Legal Assistance, House Farm Workers, and the Housing Rights Center.

B. Community Meetings and Survey

As part of its outreach efforts, Ventura County held a series of in person and remote community meetings throughout the County from October – December 2024. In these meetings, residents were offered opportunities to provide input on existing needs and recommended actions in the community.

Date	Time	Location	City
10/7/2024	2:00 pm	Camarillo Library	Camarillo
10/8/2024	1:00 pm	Community Meeting Room	Ventura City
10/9/2024	5:30 pm	Council Chambers	Santa Paula
10/10/2024	1:00 pm	Community Room	Simi Valley
10/10/2024	6:00 pm	Newbury Park Library	Thousand Oaks
10/17/2024	6:00 pm	South Oxnard Center	Oxnard
10/18/2024	6:00 pm	Remote	
10/19/2024	1:00 pm	Remote	
10/29/2024	3:00pm	Camarillo Library	Camarillo
12/18/2024	6:00pm	Oxnard City Council Chambers	Oxnard

The County facilitated a community survey to gather input on community and housing needs and conditions. 292 residents within the County responded to the survey.

III. Fair Housing Analysis

A. Demographic and Housing Summary

Describe demographic patterns and trends over time.

Table 1 – Demographics, shows demographic information for the population of Ventura County and the participating jurisdictions of Camarillo, Oxnard, San Buenaventura, Simi Valley, and Thousand Oaks. These data are from the Census Bureau's 2016-2020 American

Community Survey 5-year Estimates. Table 2 – Demographic Trends shows similar data over time, going back to 1990. These tables show the following:

Population:
The County has a total population of 845,599. Approximately 75% of the County's population resides in the five participating jurisdictions. Camarillo is the smallest of the participating cities, with a population of 68,583. Oxnard is the largest, with a population of 207,722. San Buenaventura, Simi Valley, and Thousand Oaks have populations of 108,467, 125,768, and 127,648, respectively.

Race/Ethnicity:
The County's population is majority-minority. The largest population group is White, non-Hispanic (44.9%), followed by Hispanic (42.8%). Asian and Pacific Islanders (AAPI) comprise 7.3% and African Americans comprise 1.7% of the County's population.

Hispanic and AAPI residents are driving population growth. Since 1990, the number of Hispanic and AAPI residents has grown substantially, while the number of White, non-Hispanic residents has declined. Over this same time period, the number of African Americans increased slightly between 1990-2010 before falling back to just below 1990 levels by 2020.

The racial/ethnic composition of the participating jurisdictions varies:

- *Camarillo* has a majority White, non-Hispanic population (56%), with a smaller Hispanic population (29.1%) and a larger AAPI population (8.8%) than the County as a whole. Since 1990, the Hispanic and AAPI populations in Camarillo have grown substantially.
- *Oxnard*'s population is 75% Hispanic and 13.6% White, non-Hispanic. The AAPI population is slightly less than in the County overall (7%) and the African American population is slightly more (2.1%). Since 1990, the Hispanic population in Oxnard has doubled. The AAPI population has also grown, though at a less rapid pace. Both the White and African American populations have declined over this time period.
- *San Buenaventura* has a majority White non-Hispanic population (53.7%), with smaller Hispanic (36.9%) and AAPI (3.9%) populations than the County overall. Since 1990, the population of Hispanic residents has grown rapidly (more than doubled), as has the AAPI population.
- *Simi Valley* is majority White non-Hispanic (58.2%). Compared to the County overall, Simi valley has a smaller Hispanic population (24.5%), a comparable African American population (1.4%), and a higher AAPI population (11.9%). Population trends since 1990 mirror those of the County overall (declining White non-Hispanic population, growing Hispanic and AAPI population, steady African American population).
- *Thousand Oaks*' population is two-thirds White non-Hispanic (67.7%). The AAPI population comprises a higher share of the population than in the County overall

(9.5%), while the Hispanic population is much lower (17.8%) and the African American population is comparable (1.4%). Since 1990, White non-Hispanic, Hispanic, AAPI, and Black populations have all grown in Thousand Oaks.

National Origin:

Ventura County has a foreign-born population of approximately 179,940 persons, which equals about 21.3% of the total population. The number of foreign-born residents has been growing steadily since 1990, as has the percentage of the total population that is foreign-born. The largest group of foreign-born residents are persons born in Mexico (102,405, or 12.1% of the total population), followed by the Philippines (12,646 persons, or 1.5% of the total population), and India (7,824 persons, or 0.9% of the total population).

Approximately 140,600 of the County's foreign-born residents live in the five participating jurisdictions. In all, the number of foreign-born residents has increased since 1990.

- *Camarillo* has approximately 9,935 foreign-born residents, comprising 14.5% of the total population. Mexico and Philippines are the two largest countries of origin.
- *Oxnard* has approximately 70,346 foreign-born residents, which is equal to 33.9% of the total population. The city is home to 56,425 Mexican-born residents, who make up just over one-quarter (27.1%) of the city's population. The city also has approximately 6,163 residents born in the Philippines (3% of the city's population) and 1,436 residents born in El Salvador (0.7% of the city's population).
- *San Buenaventura* has approximately 15,568 foreign-born residents, which is equal to approximately 14.6% of the city's population. Mexican-born residents are the largest group of foreign-born residents, with a population of approximately 8,229 (or 7.6% of the city's population).
- *Simi Valley* has a foreign-born population of 22,650 (18% of the city's population). The primary countries of origin for the city's foreign-born residents are Mexico (approximately 5,017 city residents born there), India (3,236), and the Philippines (1,922).
- *Thousand Oaks* is home to approximately 22,101 foreign-born residents (equal to 17.3% of the city's population). Thousand Oaks' foreign-born residents were primarily born in Mexico (5,120 persons), China (excluding Taiwan; 2,089 persons), India (1,917 persons), and the Philippines (1,114 persons).

Limited English Proficiency:

Persons who have Limited English Proficiency (LEP) are those who primarily speak a language other than English and speak English "less than very well". In Ventura County, there are 115,288 LEP persons, which is equal to approximately 13.6% of the total population. The number of LEP persons in the county has been increasing since 1990, when there were 78,398 LEP persons (11.7% of the total population at the time). The majority of LEP persons in the county speak Spanish: there are 105,811 Spanish-speaking LEP persons. Other major

languages spoken by LEP persons include Tagalog, Chinese, Vietnamese, Korean, Persian (Farsi), and Arabic.

Approximately 89,350 of the county's LEP persons live in the five participating jurisdictions. In all, the number of LEP individuals has increased since 1990.

- *Camarillo* has approximately 3,653 LEP residents, comprising 5.3% of the total population. Spanish is the most commonly used language among LEP residents.
- *Oxnard* has approximately 57,900 LEP residents, which is equal to 27.9% of the total population. The city is home to 54,412 Spanish-speaking LEP residents, who make up just over one-quarter (26.2%) of the city's population. The city also has approximately 3,150 LEP residents who speak Tagalog (1.5% of the city's population).
- *San Buenaventura* has approximately 8,234 LEP residents, which is equal to approximately 7.6% of the city's population. Spanish is the most commonly used language among LEP residents.
- *Simi Valley* has an LEP population of 10,587 (8.4% of the city's population). The most common language spoken by the city's LEP residents is Spanish: approximately 6,831 LEP residents speak Spanish (5.4% of the city's population).
- *Thousand Oaks* is home to approximately 8,976 LEP residents (equal to 7% of the city's population). The main languages spoken by Thousand Oaks' LEP residents are Spanish (6,556 persons, or 5.1% of the city's population) and Chinese (1,554 persons, or 1.2% of the city's population).

Age:

Ventura County's population is aging. In 1990, approximately 9.3% of the county's population was age 65 years and older. Currently, approximately 15.6% of the population is 65 years or older. Over the same period, the percentage of the county's population that was younger than 18 years dropped from 27.3% to 22.9%.

Of the participating jurisdictions, *Oxnard* has the youngest population: 26.7% of the city's population is under age 18 and 10% is 65 years and older. *Thousand Oaks* and *Camarillo* have the highest concentration of residents ages 65 years and older: nearly one-fifth of the population in each city is 65 years or older.

Families with Children:

Ventura County has approximately 80,943 families with children, which equals approximately 41.2% of all families in the county.

Of the participating jurisdictions, *Oxnard* has the highest percentage of families with children (46.22%) and *Thousand Oaks* has the lowest (37.6%).

Table 1 - Demographics

	Ventura County, CA			Camarillo, CA			Oxnard, CA			San Buenaventura (Ventura city), CA			Simi Valley, CA			Thousand Oaks, CA		
Race/Ethnicity (2020)		#	%		#	%		#	%		#	%		#	%		#	%
Total Population		845,599			68,583			207,722			108,467			125,768			127,648	
White, Non-Hispanic		379,971	44.94%		38,394	55.98%		28,278	13.61%		58,326	53.77%		73,209	58.21%		86,471	67.74%
Black, Non-Hispanic		14,321	1.69%		1,590	2.32%		4,345	2.09%		1,730	1.59%		1,726	1.37%		1,772	1.39%
Hispanic		361,648	42.77%		19,973	29.12%		156,000	75.10%		40,030	36.91%		30,860	24.54%		22,722	17.80%
Asian or Pacific Islander, Non-Hispanic		61,416	7.26%		6,054	8.83%		14,464	6.96%		4,272	3.94%		14,965	11.90%		12,165	9.53%
Native American, Non-Hispanic		1,847	0.22%		167	0.24%		460	0.22%		440	0.41%		225	0.18%		168	0.13%
Two or More Races, Non-Hispanic		24,692	2.92%		2,325	3.39%		3,877	1.87%		3,359	3.10%		4,585	3.65%		3,843	3.01%
Other, Non-Hispanic		1,704	0.20%		80	0.12%		298	0.14%		310	0.29%		198	0.16%		507	0.40%
National Origin (2020)																		
#1 country of origin	Mexico	102,405	12.11%	Mexico	2,583	3.77%	Mexico	56,425	27.16%	Mexico	8,229	7.59%	Mexico	5,017	3.99%	Mexico	5,120	4.01%
#2 country of origin	Philippines	12,646	1.50%	Philippines	1,845	2.69%	Philippines	6,163	2.97%	Philippines	665	0.61%	India	3,236	2.57%	China, excluding Taiwan	2,089	1.64%
#3 country of origin	India	7,824	0.93%	Canada	690	1.01%	El Salvador	1,436	0.69%	Canada	459	0.42%	Philippines	1,922	1.53%	India	1,917	1.50%
#4 country of origin	China, excluding Taiwan	4,884	0.58%	India	506	0.74%	Guatemala	780	0.38%	Vietnam	443	0.41%	Vietnam	948	0.75%	Philippines	1,114	0.87%
#5 country of origin	Canada	3,909	0.46%	Korea	466	0.68%	Vietnam	515	0.25%	El Salvador	377	0.35%	El Salvador	848	0.67%	Canada	840	0.66%
#6 country of origin	El Salvador	3,834	0.45%	China, excluding Taiwan	402	0.59%	China, excluding Taiwan	505	0.24%	Syria	322	0.30%	China, excluding Taiwan	703	0.56%	Iran	669	0.52%
#7 country of origin	Vietnam	3,053	0.36%	England	243	0.35%	India	462	0.22%	England	312	0.29%	Canada	532	0.42%	Taiwan	633	0.50%
#8 country of origin	Korea	2,402	0.28%	Germany	237	0.35%	Taiwan	332	0.16%	Colombia	297	0.27%	Iran	497	0.40%	Korea	530	0.42%
#9 country of origin	Iran	2,298	0.27%	Japan	221	0.32%	Japan	318	0.15%	India	270	0.25%	Nicaragua	435	0.35%	Germany	467	0.37%
#10 country of origin	Guatemala	2,248	0.27%	Iran	199	0.29%	Korea	282	0.14%	Sri Lanka	249	0.23%	Argentina	417	0.33%	England	453	0.35%
Limited English Proficiency (LEP) Language (2015)																		
#1 LEP Language	Spanish or Spanish Creole	105,811	12.51%	Spanish or Spanish Creole	3,104	4.53%	Spanish or Spanish Creole	54,412	26.19%	Spanish or Spanish Creole	8,583	7.91%	Spanish or Spanish Creole	6,831	5.43%	Spanish or Spanish Creole	6,556	5.14%
#2 LEP Language	Tagalog	4,433	0.52%	Chinese	388	0.57%	Tagalog	3,150	1.52%	Korean	393	0.36%	Vietnamese	509	0.40%	Chinese	1,554	1.22%
#3 LEP Language	Chinese	3,915	0.46%	Tagalog	239	0.35%	Other and unspecified languages	639	0.31%	Arabic	289	0.27%	Chinese	415	0.33%	Persian	463	0.36%
#4 LEP Language	Vietnamese	1,618	0.19%	Korean	217	0.32%	Chinese	598	0.29%	Chinese	269	0.25%	Persian	355	0.28%	Korean	293	0.23%
#5 LEP Language	Korean	1,514	0.18%	Japanese	143	0.21%	Vietnamese	365	0.18%	Tagalog	156	0.14%	Tagalog	297	0.24%	Arabic	246	0.19%
#6 LEP Language	Persian	1,257	0.15%	Vietnamese	108	0.16%	Other Pacific Island languages	234	0.11%	Vietnamese	130	0.12%	Other Asian languages:	221	0.18%	Other Asian languages	245	0.19%
#7 LEP Language	Arabic	1,180	0.14%	Persian	79	0.12%	Korean	158	0.08%	Other Indic languages	117	0.11%	Arabic	203	0.16%	German	230	0.18%
#8 LEP Language	Japanese	769	0.09%	Russian	76	0.11%	Japanese	101	0.05%	Persian	66	0.06%	Korean	173	0.14%	Vietnamese	203	0.16%
#9 LEP Language	Other and unspecified languages	743	0.09%	Gujarati	60	0.09%	Thai	100	0.05%	French (incl. Patois, Cajun)	64	0.06%	Other Indic languages:	151	0.12%	Tagalog	185	0.14%
#10 LEP Language	Other Asian languages	670	0.08%	German	55	0.08%	Hindi	94	0.05%	Japanese	62	0.06%	Japanese	129	0.10%	Italian	123	0.10%
Disability Type (2020)																		
Hearing difficulty		27,958	3.31%		2,667	3.89%		5,027	2.42%		4,315	3.98%		3,982	3.17%		4,129	3.23%
Vision difficulty		16,794	1.99%		1,090	1.59%		3,990	1.92%		2,507	2.31%		2,660	2.12%		2,177	1.71%
Cognitive difficulty		35,674	4.22%		2,418	3.53%		7,924	3.81%		5,469	5.04%		6,189	4.92%		4,556	3.57%
Ambulatory difficulty		46,530	5.50%		3,651	5.32%		11,135	5.36%		6,892	6.35%		7,764	6.17%		6,374	4.99%
Self-care difficulty		21,434	2.53%		1,801	2.63%		5,593	2.69%		2,536	2.34%		3,444	2.74%		2,813	2.20%
Independent living difficulty		37,472	4.43%		2,720	3.97%		9,290	4.47%		5,114	4.71%		6,440	5.12%		5,381	4.22%
Sex (2020)																		
Male		418,591	49.50%		33,134	48.31%		104,984	50.54%		54,097	49.87%		61,317	48.75%		62,317	48.82%
Female		427,008	50.50%		35,449	51.69%		102,738	49.46%		54,370	50.13%		64,451	51.25%		65,331	51.18%
Age (2020)																		
Under 18		193,847	22.92%		14,501	21.14%		55,474	26.71%		22,656	20.89%		26,392	20.98%		26,822	21.01%
18-64		520,080	61.50%		40,569	59.15%		131,472	63.29%		66,654	61.45%		79,574	63.27%		75,791	59.38%
65+		131,672	15.57%		13,513	19.70%		20,776	10.00%		19,157	17.66%		19,802	15.74%		25,035	19.61%
Family Type (2020)																		
Families with children		80,943	41.23%		6,751	39.64%		19,128	46.22%		10,417	39.72%		12,455	40.32%		11,917	37.59%

Note 1: All % represent a share of the total population within the jurisdiction or region, except family type, which is out of total families.

Note 2: 10 most populous places of birth and languages at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.

Note 3: Data Sources: LEP Language data from U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates; All other data from U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Note 4: Refer to the Data Documentation for details (https://www.hud.gov/sites/dfiles/FHEO/documents/AFFH-T-Data-Documentation-AFFHT0006-July-2020.pdf).

Table 2 – Demographic Trends

	Ventura County, CA								Camarillo, CA								Oxnard, CA							
	1990		2000		2010		2020		1990		2000		2010		2020		1990		2000		2010		2020	
Race/Ethnicity	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
White, Non-Hispanic	440,790	65.84%	427,675	56.75%	400,868	48.69%	379,971	44.94%	39,259	78.98%	42,433	73.26%	40,720	62.43%	38,394	55.98%	46,100	32.40%	35,082	20.58%	29,503	14.91%	28,278	13.61%
Black, Non-Hispanic	14,479	2.16%	16,018	2.13%	16,949	2.06%	14,321	1.69%	763	1.53%	982	1.70%	1,466	2.25%	1,590	2.32%	6,768	4.76%	6,487	3.80%	5,538	2.80%	4,345	2.09%
Hispanic	176,885	26.42%	251,708	33.40%	331,567	40.27%	361,648	42.77%	6,468	13.01%	9,041	15.61%	14,983	22.97%	19,973	29.12%	77,453	54.44%	112,999	66.27%	145,560	73.55%	156,000	75.10%
Asian or Pacific Islander, Non-Hispanic	32,601	4.87%	47,763	6.34%	65,939	8.01%	61,416	7.26%	2,906	5.85%	4,723	8.15%	7,478	11.46%	6,054	8.83%	10,993	7.73%	14,216	8.34%	16,140	8.16%	14,464	6.96%
Native American, Non-Hispanic	3,348	0.50%	6,748	0.90%	6,182	0.75%	1,847	0.22%	223	0.45%	459	0.79%	438	0.67%	167	0.24%	608	0.43%	1,137	0.67%	849	0.43%	460	0.22%
National Origin																								
Foreign-born	114,047	17.04%	155,959	20.70%	185,011	22.47%	179,940	21.28%	5,569	11.20%	7,424	12.82%	9,757	14.96%	9,935	14.49%	44,262	31.13%	62,524	36.68%	73,096	36.94%	70,346	33.87%
LEP																								
Limited English Proficiency	78,398	11.71%	112,483	14.93%	125,327	15.22%	115,288	13.63%	2,925	5.88%	4,067	7.02%	5,366	8.23%	3,653	5.33%	36,732	25.83%	53,845	31.59%	60,809	30.73%	57,900	27.87%
Sex																								
Male	337,665	50.44%	375,980	49.90%	408,969	49.67%	418,591	49.50%	24,678	49.64%	27,917	48.22%	31,523	48.33%	33,134	48.31%	72,634	51.08%	87,174	51.14%	100,395	50.73%	104,984	50.54%
Female	331,708	49.56%	377,526	50.10%	414,349	50.33%	427,008	50.50%	25,035	50.36%	29,983	51.78%	33,704	51.67%	35,449	51.69%	69,562	48.92%	83,289	48.86%	97,504	49.27%	102,738	49.46%
Age																								
Under 18	182,986	27.34%	219,400	29.12%	211,915	25.74%	193,847	22.92%	12,552	25.25%	14,787	25.54%	15,059	23.09%	14,501	21.14%	43,855	30.84%	55,377	32.49%	58,986	29.81%	55,474	26.71%
18-64	423,876	63.32%	458,481	60.85%	515,094	62.56%	520,080	61.50%	30,310	60.97%	33,186	57.32%	38,794	59.48%	40,569	59.15%	87,841	61.77%	101,785	59.71%	122,442	61.87%	131,472	63.29%
65+	62,511	9.34%	75,625	10.04%	96,309	11.70%	131,672	15.57%	6,851	13.78%	9,927	17.15%	11,375	17.44%	13,513	19.70%	10,500	7.38%	13,300	7.80%	16,471	8.32%	20,776	10.00%
Family Type																								
Families with children	86,126	51.56%	73,566	52.20%	94,083	47.71%	80,943	41.23%	6,372	47.61%	6,086	45.78%	7,344	43.03%	6,751	39.64%	17,319	55.41%	16,104	56.89%	21,266	53.15%	19,128	46.22%
	San Buenaventura (Ventura city), CA								Simi Valley, CA								Thousand Oaks, CA							
	1990		2000		2010		2020		1990		2000		2010		2020		1990		2000		2010		2020	
Race/Ethnicity	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
White, Non-Hispanic	64,998	76.16%	67,603	67.73%	62,857	59.70%	58,326	53.77%	80,781	80.06%	81,458	72.91%	78,167	62.92%	73,209	58.21%	86,776	84.20%	91,205	77.75%	89,353	70.30%	86,471	67.74%
Black, Non-Hispanic	1,316	1.54%	1,745	1.75%	2,111	2.01%	1,730	1.59%	1,455	1.44%	1,696	1.52%	2,227	1.79%	1,726	1.37%	1,140	1.11%	1,467	1.25%	2,044	1.61%	1,772	1.39%
Hispanic	16,081	18.84%	24,653	24.70%	33,877	32.18%	40,030	36.91%	12,716	12.60%	18,683	16.72%	28,930	23.29%	30,860	24.54%	9,992	9.70%	15,373	13.10%	21,436	16.87%	22,722	17.80%
Asian or Pacific Islander, Non-Hispanic	2,152	2.52%	3,850	3.86%	4,832	4.59%	4,272	3.94%	5,264	5.22%	8,178	7.32%	13,453	10.83%	14,965	11.90%	4,694	4.55%	8,041	6.85%	13,190	10.38%	12,165	9.53%
Native American, Non-Hispanic	613	0.72%	1,438	1.44%	1,349	1.28%	440	0.41%	500	0.50%	1,097	0.98%	1,114	0.90%	225	0.18%	319	0.31%	671	0.57%	731	0.58%	168	0.13%
National Origin																								
Foreign-born	8,228	9.63%	13,072	13.08%	14,542	13.81%	15,568	14.35%	11,988	11.89%	16,712	14.96%	22,924	18.45%	22,650	18.01%	13,802	13.43%	18,246	15.56%	23,629	18.59%	22,101	17.31%
LEP																								
Limited English Proficiency	5,162	6.04%	8,547	8.55%	8,979	8.53%	8,234	7.59%	5,657	5.61%	8,139	7.28%	11,020	8.87%	10,587	8.42%	5,968	5.81%	8,575	7.31%	10,007	7.87%	8,976	7.03%
Sex																								
Male	42,338	49.58%	49,293	49.32%	52,087	49.47%	54,097	49.87%	50,614	50.20%	55,511	49.68%	61,063	49.15%	61,317	48.75%	50,808	49.44%	57,593	49.11%	62,213	48.95%	62,317	48.82%
Female	43,062	50.42%	50,649	50.68%	53,199	50.53%	54,370	50.13%	50,207	49.80%	56,226	50.32%	63,176	50.85%	64,451	51.25%	51,957	50.56%	59,675	50.89%	64,890	51.05%	65,331	51.18%
Age																								
Under 18	19,934	23.34%	25,716	25.73%	23,750	22.56%	22,656	20.89%	28,046	27.82%	32,460	29.05%	30,946	24.91%	26,392	20.98%	25,466	24.78%	31,149	26.56%	30,204	23.76%	26,822	21.01%
18-64	54,705	64.06%	61,848	61.88%	67,801	64.40%	66,654	61.45%	67,482	66.93%	70,679	63.25%	80,025	64.41%	79,574	63.27%	67,930	66.10%	73,344	62.54%	78,293	61.60%	75,791	59.38%
65+	10,761	12.60%	12,378	12.39%	13,735	13.05%	19,157	17.66%	5,292	5.25%	8,598	7.69%	13,268	10.68%	19,802	15.74%	9,370	9.12%	12,775	10.89%	18,605	14.64%	25,035	19.61%
Family Type																								
Families with children	10,354	46.94%	10,607	49.31%	11,542	44.98%	10,417	39.72%	14,154	54.30%	12,866	53.51%	15,036	47.44%	12,455	40.32%	13,286	48.28%	12,380	49.33%	15,349	45.86%	11,917	37.59%

Note 1: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.

Note 2: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates; HUD AFFH Tool, Table 2, Version AFFHT0006, Released July 10, 2020.

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe housing patterns, including tenure, cost burden, and the location of renters and owners.

The table below, titled "Housing Trends", shows data on housing tenure and cost burden for Ventura County and the participating jurisdictions. These data are from the 2011-2015 and 2016-2020 American Community Survey 5-Year Estimates. This table shows the following:

Tenure:
In Ventura County, approximately 63.3% of households own their home and 36.7% rent. Between 2015 and 2020, the number of owner-occupied households declined very slightly and the number of renter households increased.

- *Oxnard* and *San Buenaventura* have higher concentrations of renter households than the County overall. In Oxnard, 54.5% of households own their home and 45.6% rent. In San Buenaventura, 55.5% own and 44.5% rent.
- *Camarillo, Simi Valley* and *Thousand Oaks* have higher concentrations of homeowner households than the County overall. In Camarillo, 69.9% of households own their own and 30.1% rent. In Simi Valley, 71.5% of households own their home and 28.5% rent. In Thousand Oaks, 69.4% own and 30.6% rent.

Cost Burden:
In Ventura County, over half (55.6%) of all renter households are cost burdened (meaning they pay more than 30% of their income towards housing costs—rent, utilities, etc.) and approximately 31.5% of homeowner households are cost-burdened. Between 2015 and 2020, the number of cost-burdened renter households in the county increased.

- In *Oxnard*, the number of cost-burdened renters and homeowners declined between 2015 and 2020, even while the overall numbers of renter and homeowner households remained constant.

Table – Housing Trends

	Ventura County, CA				Camarillo, CA				Oxnard, CA			
	2015		2020		2015		2020		2015		2020	
Tenure	#	%	#	%	#	%	#	%	#	%	#	%
Occupied Housing Units	268,969		271,639		24,375		24,429		50,815		51,020	
Owner-Occupied	172,609	64.17%	172,037	63.33%	17,033	69.88%	15,586	63.80%	27,653	54.42%	27,827	54.54%
Renter-Occupied	96,360	35.83%	99,602	36.67%	7,342	30.12%	8,843	36.20%	23,162	45.58%	23,193	45.46%
Cost Burdened Households												
All Units	115,388	42.90%	109,477	40.30%	9,409	38.60%	9,395	38.46%	25,001	49.20%	22,109	43.33%
Owner-Occupied Units	61,104	35.40%	54,144	31.47%	5,314	31.20%	4,678	30.01%	10,674	38.60%	9,183	33.00%
Renter-Occupied Units	54,251	56.30%	55,333	55.55%	4,097	55.80%	4,717	53.34%	14,337	61.90%	12,926	55.73%
	San Buenaventura (Ventura city), CA				Simi Valley, CA				Thousand Oaks, CA			
	2015		2020		2015		2020		2015		2020	
Tenure	#	%	#	%	#	%	#	%	#	%	#	%
Occupied Housing Units	41,029		40,841		41,972		42,902		45,912		46,341	
Owner-Occupied	21,987	53.59%	22,652	55.46%	30,795	73.37%	30,695	71.55%	32,566	70.93%	32,154	69.39%
Renter-Occupied	19,042	46.41%	18,189	44.54%	11,177	26.63%	12,207	28.45%	13,346	29.07%	14,187	30.61%
Cost Burdened Households												
All Units	17,478	42.60%	16,222	39.72%	16,789	40.00%	17,307	40.34%	18,365	40.00%	18,280	39.45%
Owner-Occupied Units	7,256	33.00%	6,148	27.14%	10,778	35.00%	10,074	32.82%	11,398	35.00%	10,275	31.96%
Renter-Occupied Units	10,245	53.80%	10,074	55.39%	6,058	54.20%	7,233	59.25%	7,007	52.50%	8,005	56.42%
Note 1: Data Sources: U.S. Census Bureau, 2011-2015 and 2016-2020 American Community Survey 5-Year Estimates												

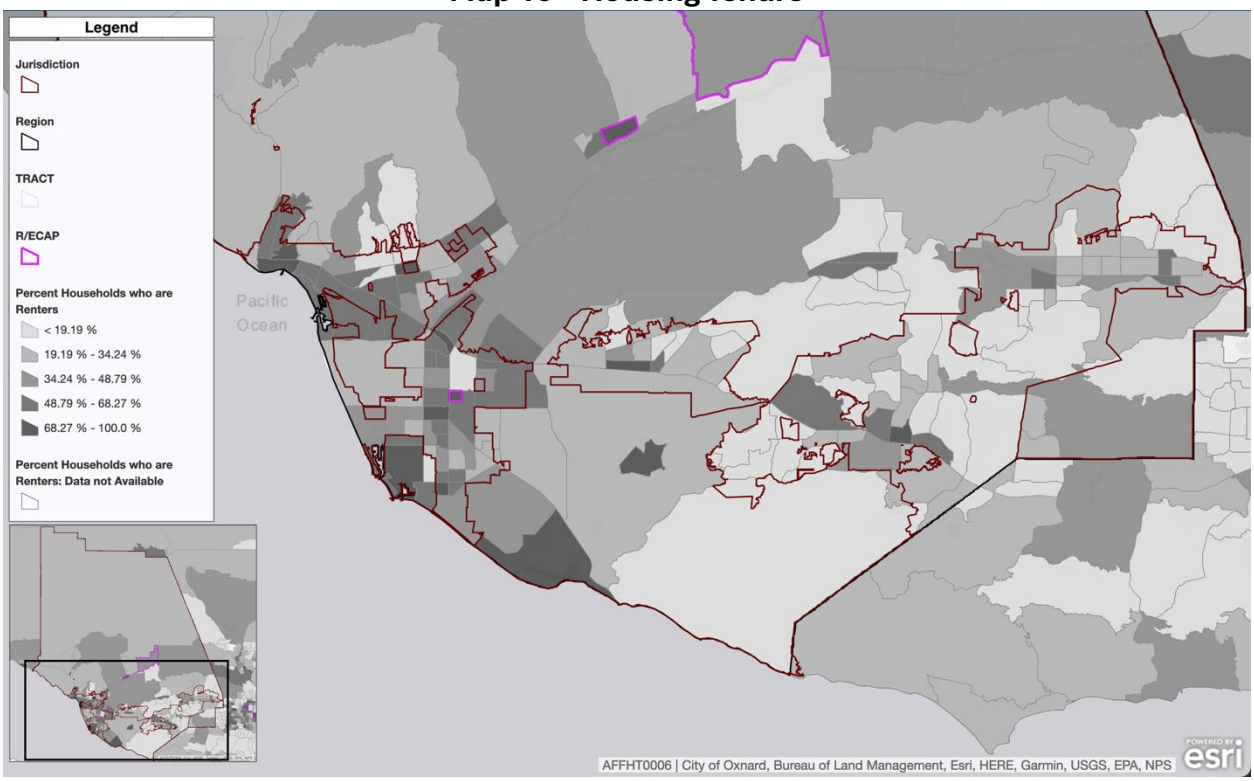
Location of Renters and Owners:

Map 16 – Housing Tenure shows the distribution of renter households in Ventura County, including in the participating jurisdictions. The darker shaded areas have a higher proportion of renter households. This map shows concentrations of renter households in *San Buenaventura* and *Oxnard*, including in one Racially/Ethnically Concentrated Area of Poverty (R/ECAP) in Oxnard, discussed more below. There are also smaller concentrations of renters in the following areas:

- In the central areas of *Camarillo* and *Thousand Oaks*;
- In the city of Moorpark;
- In the city of Santa Paula, in a Census tract that also qualifies as a R/ECAP; and
- At military bases (south of Oxnard) and at California State University Channel Islands (west of Thousand Oaks).

The map also shows concentrations of homeowners (represented by the lightly shaded areas) in the southern and eastern parts of the county, in and around *Thousand Oaks*, *Simi Valley*, and *Camarillo*. There are also concentrations of homeowner housing in north *San Buenaventura* and one Census tract in north *Oxnard*.

Map 16 – Housing Tenure



Describe the demographics of residents of publicly supported housing.

Table 6 – Publicly Supported Households by Race/Ethnicity shows the demographics of residents of different types of publicly supported housing programs, including Public Housing, Project-Based Section 8, Housing Choice Voucher (HCV) Program, and Other Multifamily programs. This table shows that, in Ventura County

- The majority of publicly supported housing is provided through the HCV Program. Approximately 53.3% of voucher recipients are Hispanic, and 37.4% are White.
- The next largest housing program is Public Housing. The majority of Public Housing residents are Hispanic (69%) and approximately 25% are White.
- Project-Based Section 8 properties are 36.8% White, 34.3% Hispanic, and 26% AAPI.

The demographics of households in publicly supported housing vary widely between the participating jurisdictions:

- In *Oxnard*, the vast majority of households in all housing programs are Hispanic.
- In *Simi Valley*, *Thousand Oaks*, and *San Buenaventura*, the majority of HCV households are White (and in *Camarillo*, just under half are White).
- In *Camarillo* and *San Buenaventura*, the majority of Project-Based Section 8 households are White, and the majority of Public Housing residents are Hispanic.
- In *Thousand Oaks*, almost half of the Project-Based Section 8 households are AAPI.

Table 6 – Publicly Supported Households by Race/Ethnicity

Ventura County, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	292	24.94%	29	2.48%	808	69.00%	34	2.90%
Project-Based Section 8	188	36.79%	14	2.74%	175	34.25%	131	25.64%
Other Multifamily	55	31.79%	4	2.31%	86	49.71%	26	15.03%
HCV Program	2,289	37.43%	324	5.30%	3,258	53.28%	211	3.45%
Total Households	161,075	59.80%	4,543	1.69%	80,270	29.80%	18,331	6.81%
0-30% of AMI	16,035	48.58%	638	1.93%	14,280	43.26%	1,384	4.19%
0-50% of AMI	31,035	47.41%	1,113	1.70%	29,300	44.76%	2,794	4.27%
0-80% of AMI	55,255	49.28%	1,953	1.74%	47,815	42.64%	5,053	4.51%

Camarillo, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	6	23.08%	2	7.69%	18	69.23%	0	0.00%
Project-Based Section 8	47	54.02%	2	2.30%	8	9.20%	29	33.33%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	201	48.85%	30	7.31%	163	39.63%	14	3.48%
Total Households	17,040	70.07%	362	1.49%	4,274	17.57%	2,137	8.79%
0-30% of AMI	1,695	68.35%	39	1.57%	594	23.95%	99	3.99%
0-50% of AMI	3,295	66.63%	49	0.99%	1,059	21.42%	459	9.28%
0-80% of AMI	5,575	65.82%	179	2.11%	1,859	21.95%	658	7.77%

Oxnard, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	15	2.99%	12	2.40%	468	93.41%	6	1.20%
Project-Based Section 8	6	4.05%	0	0.00%	125	84.46%	17	11.49%
Other Multifamily	8	12.50%	3	4.69%	51	79.69%	2	3.13%
HCV Program	162	10.01%	93	5.75%	1,323	81.77%	36	2.23%
Total Households	12,340	24.27%	1,890	3.72%	31,650	62.25%	4,152	8.17%
0-30% of AMI	1,395	16.89%	260	3.15%	6,055	73.31%	414	5.01%
0-50% of AMI	2,795	16.47%	515	3.03%	12,580	74.11%	854	5.03%
0-80% of AMI	5,185	17.98%	880	3.05%	20,655	71.61%	1,699	5.89%

San Buenaventura (Ventura city), CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	70	29.54%	7	2.95%	153	64.56%	6	2.53%
Project-Based Section 8	59	79.73%	2	2.70%	7	9.46%	6	8.11%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	756	55.76%	79	5.80%	478	35.26%	36	2.67%
Total Households	28,185	69.33%	504	1.24%	9,710	23.88%	1,291	3.18%
0-30% of AMI	3,400	62.96%	105	1.94%	1,685	31.20%	69	1.28%
0-50% of AMI	6,790	62.70%	155	1.43%	3,405	31.44%	129	1.19%
0-80% of AMI	11,515	62.56%	230	1.25%	5,735	31.16%	448	2.43%

Simi Valley, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project-Based Section 8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Multifamily	31	36.05%	1	1.16%	30	34.88%	22	25.58%
HCV Program	440	62.01%	34	4.83%	147	20.74%	78	11.04%
Total Households	29,985	71.04%	453	1.07%	7,460	17.67%	3,558	8.43%
0-30% of AMI	2,595	67.75%	43	1.12%	870	22.72%	275	7.18%
0-50% of AMI	5,300	67.82%	58	0.74%	1,825	23.35%	494	6.32%
0-80% of AMI	9,825	71.14%	123	0.89%	2,865	20.75%	759	5.50%

Thousand Oaks, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	73	46.20%	1	0.63%	73	46.20%	11	6.96%
Project-Based Section 8	47	40.52%	1	0.86%	9	7.76%	57	49.14%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	303	52.53%	43	7.44%	192	33.38%	33	5.78%
Total Households	35,120	76.56%	435	0.95%	5,395	11.76%	4,170	9.09%
0-30% of AMI	2,945	69.29%	130	3.06%	855	20.12%	230	5.41%
0-50% of AMI	5,425	68.80%	185	2.35%	1,760	22.32%	400	5.07%
0-80% of AMI	10,035	71.20%	200	1.42%	3,005	21.32%	685	4.86%

Note 1: Data Sources: Decennial Census, APSH, and CHAS; accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.

Note 2: Numbers presented are numbers of households not individuals.

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

B. Segregation/Integration

Describe segregation levels and identify the racial/ethnic groups that experience the highest levels of segregation.

Table 3 – Racial/Ethnic Dissimilarity Trends shows how segregated or integrated various racial/ethnic groups are in Ventura County and the participating jurisdictions using a Dissimilarity Index, which is calculated using data from the 2010 Decennial Census. The Dissimilarity Index measures the degree to which two groups are evenly distributed across a geographic area and is commonly used for assessing residential segregation between two groups. Dissimilarity index values indicate the following:

- Values between 0 and 39 generally indicate high integration (low segregation)
- Values between 40 and 54 generally indicate moderate segregation
- Values between 55 and 100 generally indicate a high level of segregation

Table 3 shows that Ventura County, as of these 2010 data, has moderate segregation between White and Hispanic residents, and low segregation (high integration) between Black and White residents and between AAPI and White residents.

Within the participating jurisdictions, segregation levels are lower than in county overall, and are mostly low except in Oxnard, where there is moderate segregation between White and Hispanic residents.

While cities have generally lower segregation levels, the County has higher segregation levels. This suggests that segregation is more likely to occur at the City level (versus the neighborhood level). Evidence of this can be found in the demographic data described above, which shows that while the county's total population is majority non-White, the populations of the participating cities are majority White, non-Hispanic, with the exception of Oxnard, which is 75% Hispanic.

Table 3 – Racial/Ethnic Dissimilarity Trends

	Ventura County, CA			Camarillo, CA			Oxnard, CA		
Racial/Ethnic Dissimilarity Index	**1990**	**2000**	**2010**	**1990**	**2000**	**2010**	**1990**	**2000**	**2010**
Non-White/White	46.24	49.11	47.27	12.91	18.39	15.73	34.36	37.65	38.73
Black/White	47.82	45.42	36.60	25.00	24.25	17.07	23.7	24.11	24.64
Hispanic/White	52.19	56.14	54.55	21.53	25.17	19.47	39.41	40.65	41.1
Asian or Pacific Islander/White	29.93	28.93	28.61	9.58	14.84	16.77	34.19	35.21	36.57
	San Buenaventura (Ventura			**Simi Valley, CA**			**Thousand Oaks, CA**		
Racial/Ethnic Dissimilarity Index	**1990**	**2000**	**2010**	**1990**	**2000**	**2010**	**1990**	**2000**	**2010**
Non-White/White	26.09	28.43	25.39	10.63	14.4	16.22	21	25.14	24.34
Black/White	29.1	28.14	23.41	10.17	14.26	13.43	14.47	15.26	15.27
Hispanic/White	29.5	32.67	28.39	15.36	20.92	22.67	31.78	37.9	36.25
Asian or Pacific Islander/White	14.9	13.31	15.54	11.29	10.49	14.87	12.5	14.6	21.3

Note 1: Data Source: Decennial Census, accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.
Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

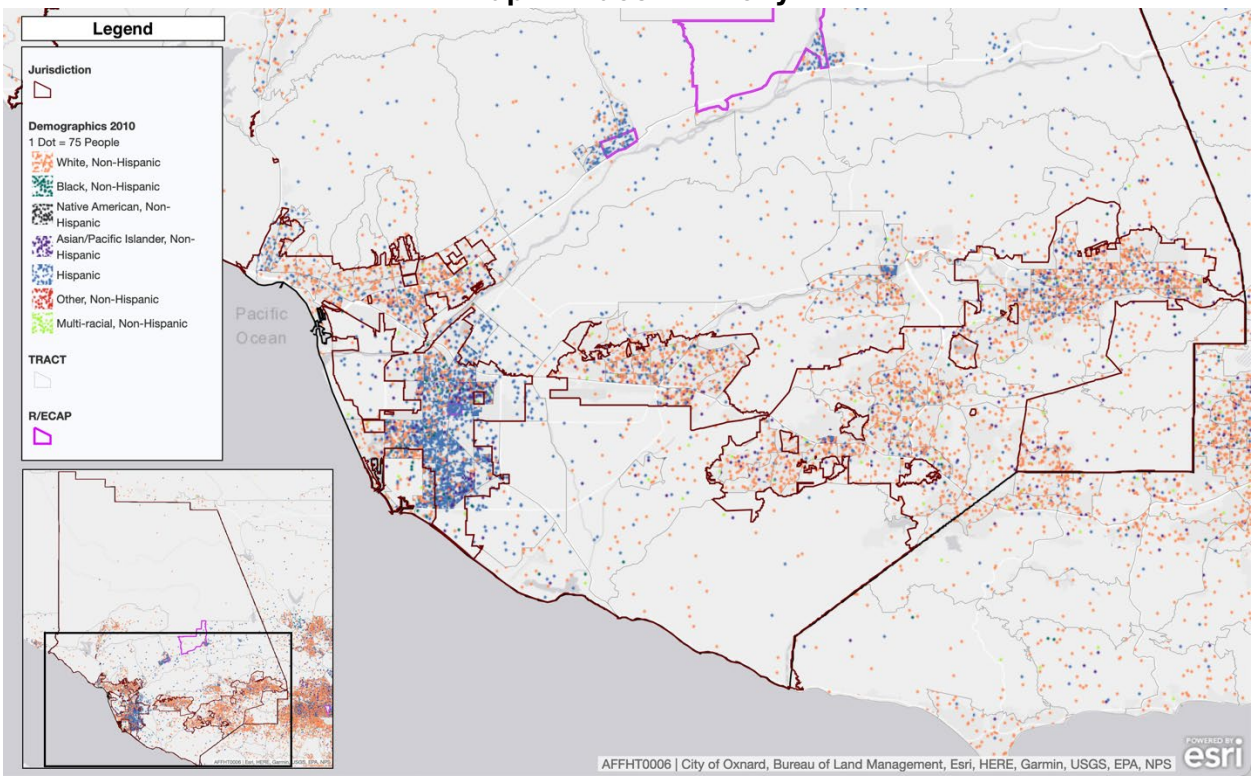
Identify areas with relatively high segregation and integration by race/ethnicity, national origin, or LEP group, and indicate the predominant groups living in each area.

Race/Ethnicity:

Map 1 – Race/Ethnicity shows the distribution of various racial/ethnic groups in Ventura County—each dot represents 75 people, and the various racial/ethnic groups are represented by different colored dots.

Map 1 shows that there are concentrations of Hispanic residents in Oxnard, as well as in Santa Paula, as indicated by the number of blue dots in these areas. Areas in the rest of the county, including the other participating jurisdictions, are well integrated, as indicated by the mixture of different colored dots.

Map 1 – Race/Ethnicity

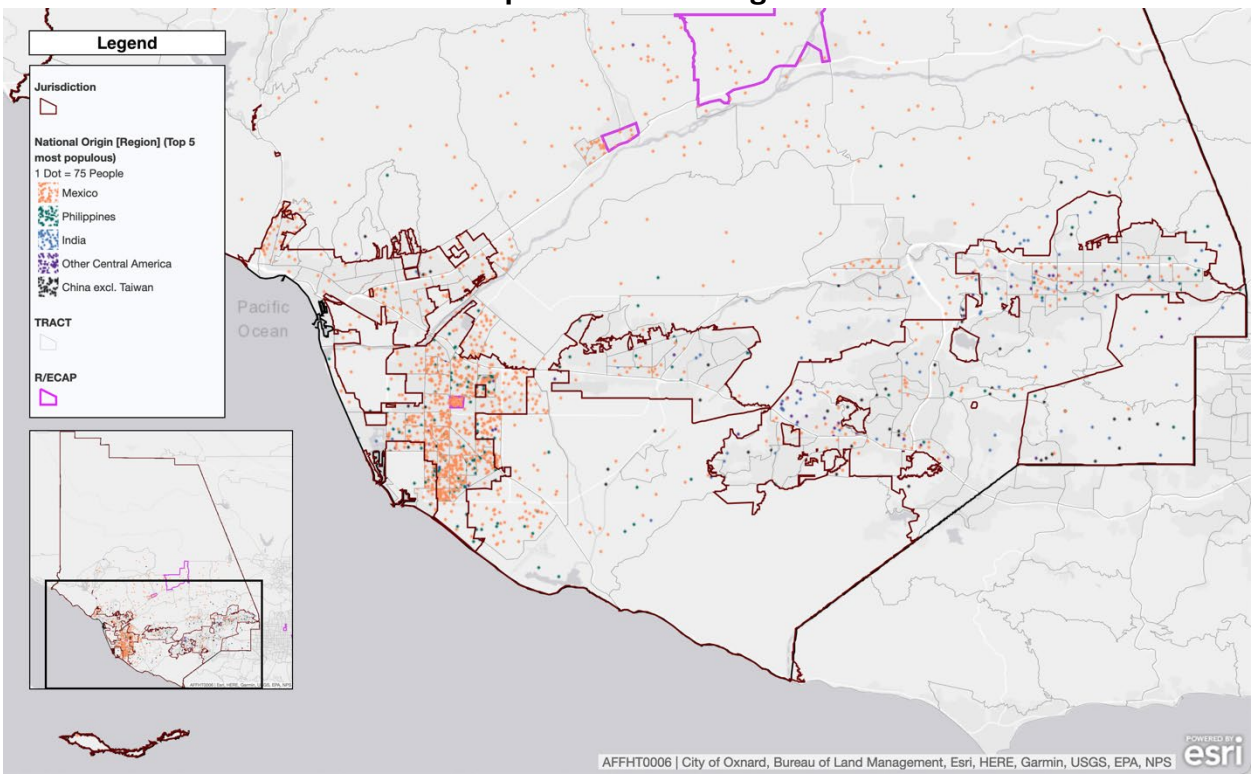


National Origin:

Map 3 – National Origin shows the distribution of foreign-born residents in Ventura County. Each dot represents 75 people, and the different colored dots represent different countries of birth, for the 5 most populous groups of foreign-born residents.

Map 3 shows that there are Mexican-born individuals residing throughout the county, with a high concentration in Oxnard, and particularly in South Oxnard. Additionally, the Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs) in Oxnard, Santa Paula, and Fillmore (discussed more below) have concentrations of Mexican-born individuals.

Map 3 – National Origin



Limited English Proficiency:

According to the 2016-2020 American Community Survey (ACS) 5-year Estimates, shown in the table below, titled "Language Spoken at Home", approximately 38% of Ventura County residents over the age of 5 speak a language other than English at home, including 14.5% that speak English less than "very well". Of those who speak English less than "very well", the largest group speaks Spanish: 11.8% of the population speaks Spanish at home and has Limited English Proficiency (LEP). Of the participating jurisdictions, *Oxnard* has the highest concentration of LEP individuals—29.9% of Oxnard's population has Limited English Proficiency, the majority of whom speak Spanish.

Table – Language Spoken at Home

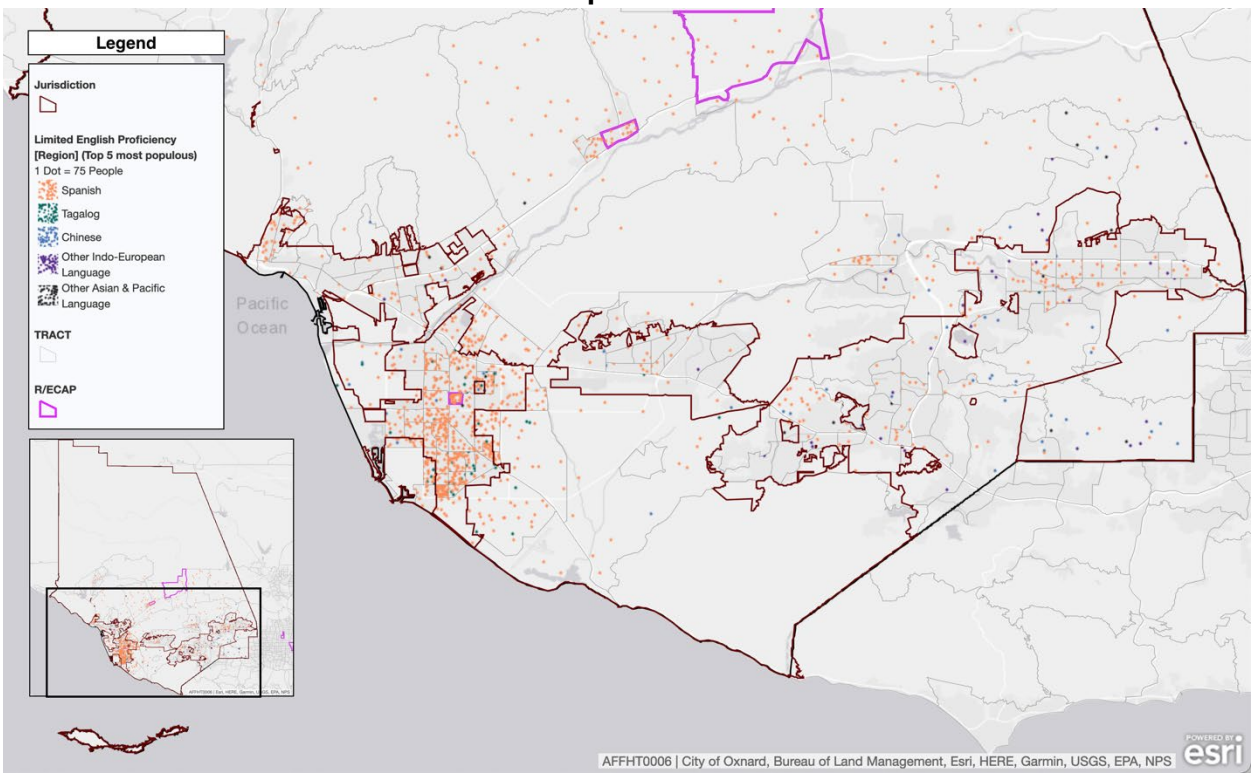
	Ventura County, CA		Camarillo, CA		Oxnard, CA	
	Number	Percent	Number	Percent	Number	Percent
Population 5 years and over	**796,420**	**100.00%**	**64,409**	**100.00%**	**193,788**	**100.00%**
English only	494,207	62.05%	49,071	76.19%	63,719	32.88%
Language other than English	302,213	37.95%	15,338	23.81%	130,069	67.12%
Speak English less than "very well"	115,288	14.48%	3,653	5.67%	57,900	29.88%
Spanish	238,573	29.96%	9,110	14.14%	115,885	59.80%
Speak English less than "very well"	94,141	11.82%	2,155	3.35%	51,183	26.41%
Other Indo-European languages	22759	2.86%	2145	3.33%	1858	0.96%
Speak English less than "very well"	4595	0.58%	127	0.20%	704	0.36%
Asian and Pacific Islander languages	33,011	4.14%	3,846	5.97%	9,385	4.84%
Speak English less than "very well"	12762	1.60%	1339	2.08%	3895	2.01%
Other Languages	7870	0.99%	237	0.37%	2941	1.52%
Speak English less than "very well"	3790	0.48%	32	0.05%	2118	1.09%
	San Buenaventura (Ventura city), CA		Simi Valley, CA		Thousand Oaks, CA	
	Number	Percent	Number	Percent	Number	Percent
Population 5 years and over	**102,535**	**100.00%**	**118,921**	**100.00%**	**120,780**	**100.00%**
English only	75,765	73.89%	87,928	73.94%	92,821	76.85%
Language other than English	26,770	26.11%	30,993	26.06%	27,959	23.15%
Speak English less than "very well"	8,234	8.03%	10,587	8.90%	8,976	7.43%
Spanish	21,657	21.12%	17,278	14.53%	14,678	12.15%
Speak English less than "very well"	6,398	6.24%	6,211	5.22%	5,480	4.54%
Other Indo-European languages	2292	2.24%	5683	4.78%	5626	4.66%
Speak English less than "very well"	413	0.40%	1416	1.19%	979	0.81%
Asian and Pacific Islander languages	1,987	1.94%	7,065	5.94%	6,595	5.46%
Speak English less than "very well"	940	0.92%	2618	2.20%	2353	1.95%
Other Languages	834	0.81%	967	0.81%	1060	0.88%
Speak English less than "very well"	483	0.47%	342	0.29%	164	0.14%

Source: U.S. Census Bureau, American Community Survey 2016-2020 5-Year Estimates

Map 4 - LEP shows the distribution of LEP residents in Ventura County. Each dot represents 75 people. The different colored dots represent languages spoken by individuals who speak English "less than very well," for the five most common languages spoken by residents with Limited English Proficiency.

Map 4 shows that there are Spanish-speaking LEP individuals residing throughout the County, with a high concentration in Oxnard, and particularly in South Oxnard. Additionally, the R/ECAPS in Oxnard, Santa Paula, and Fillmore have concentrations of Spanish-speaking LEP individuals.

Map 4 – LEP



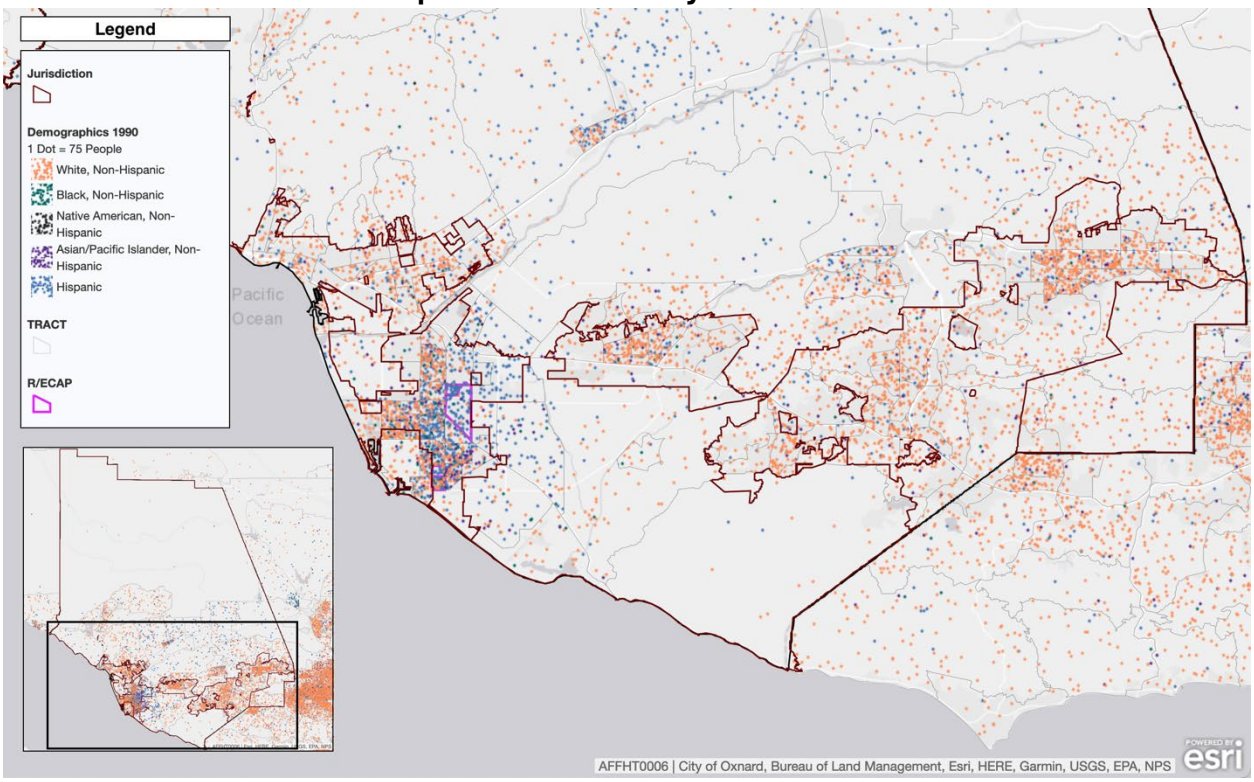
Explain how these segregation levels and patterns have changed over time (since 1990).

Table 3 (above) shows Dissimilarity Index values for different points in time, going back to 1990. The table shows that, over this time period, segregation levels have remained relatively stable in Ventura County, with the exception of Black/White segregation, which has decreased significantly. In *Camarillo* and *Thousand Oaks*, AAPI/White segregation has increased over this period, though it remains low.

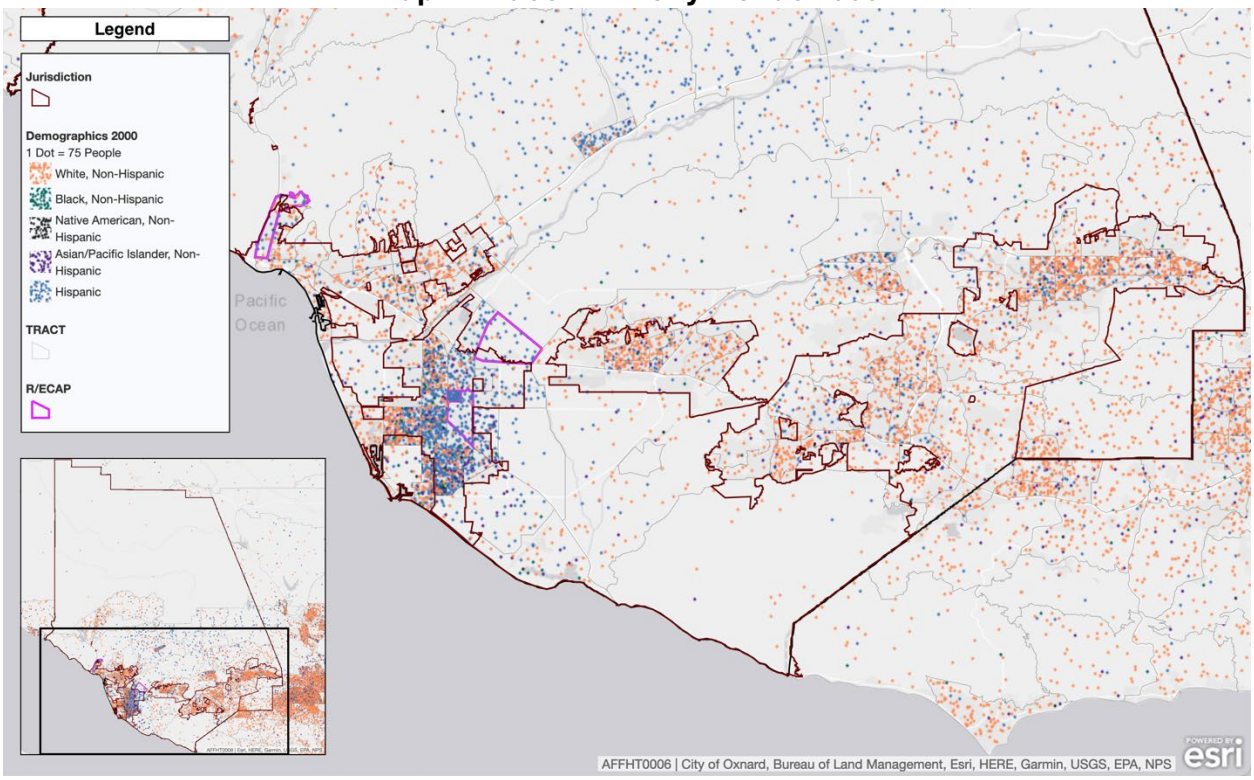
Map 2 – Race/Ethnicity Trends shows the distribution of various racial/ethnic groups in Ventura County at three different points: 1990, 2000, and 2010. As with Map 1, each dot represents 75 people, and the various racial/ethnic groups are represented by different colored dots.

Map 2 shows that residential patterns have not shifted much since 1990, though the number of Hispanic residents has increased, most notably in Oxnard.

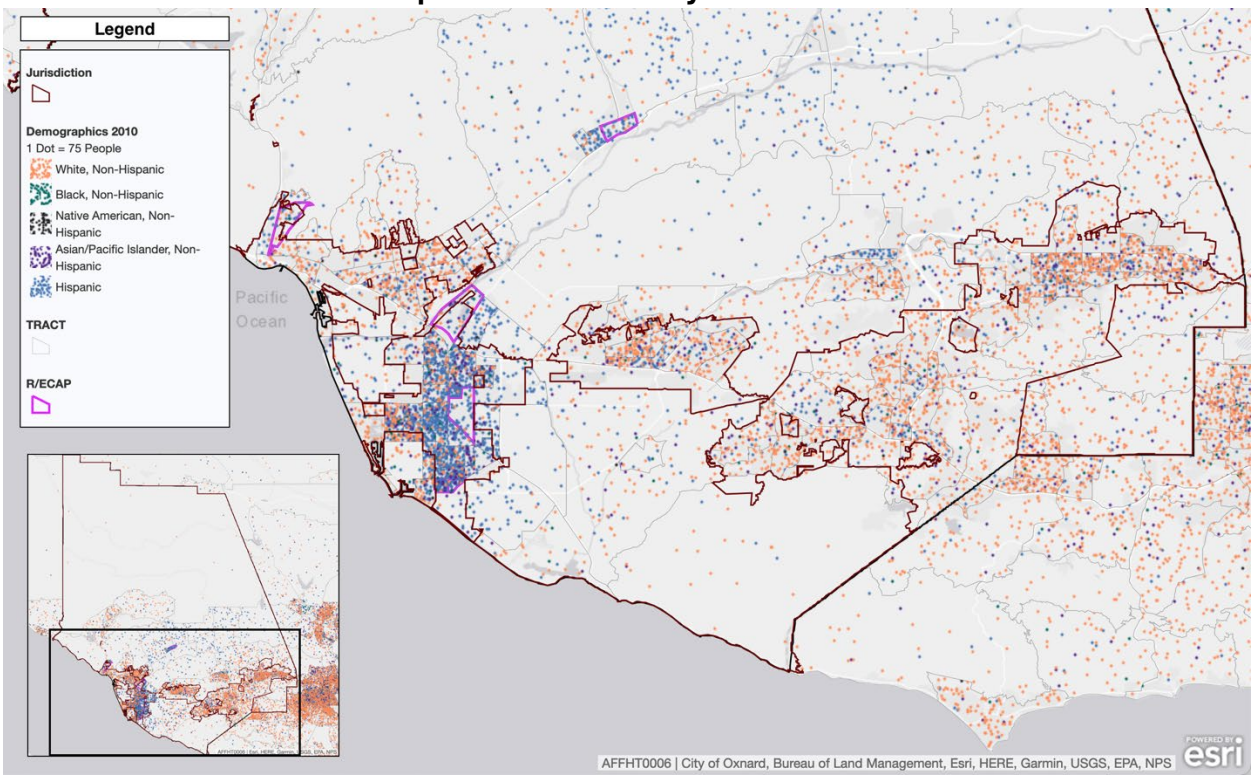
Map 2 – Race/Ethnicity Trends 1990



Map 2 – Race/Ethnicity Trends 2000



Map 2 – Race/Ethnicity Trends 2010

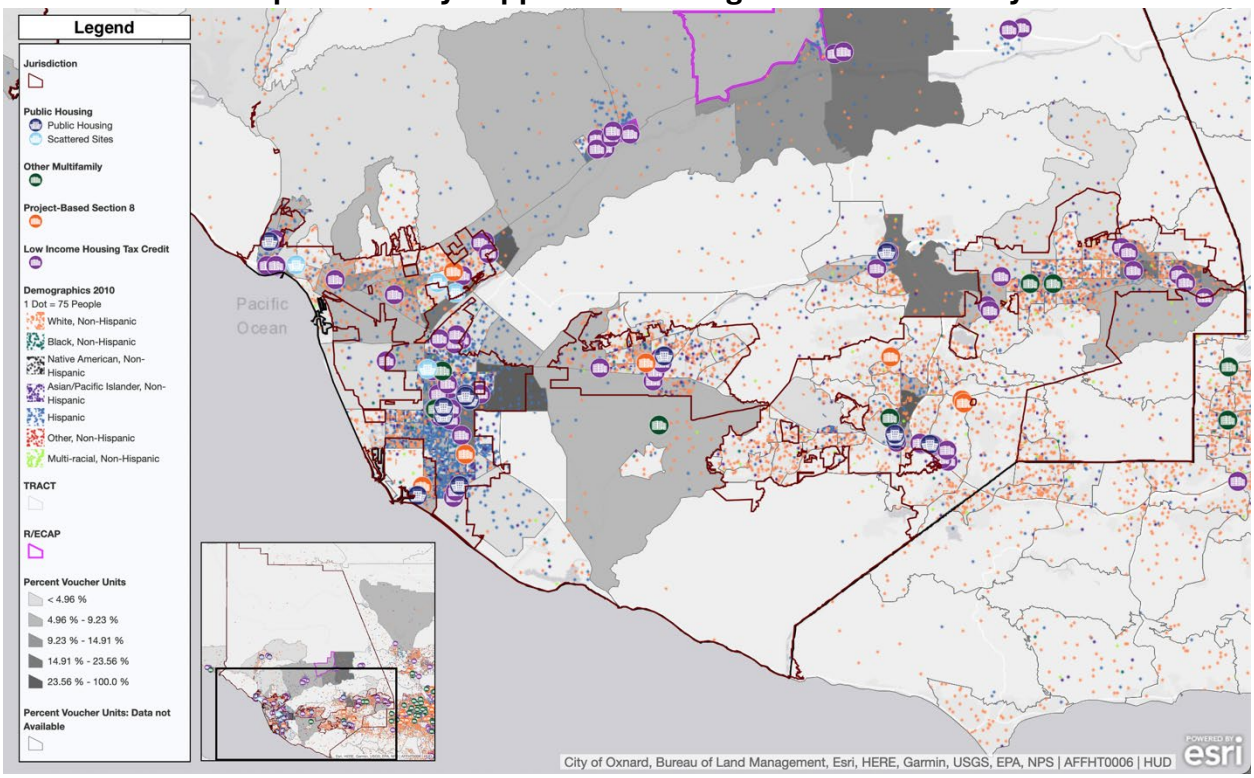


Compare the locations of publicly supported housing with the areas of concentration.

Map 5 - Publicly Supported Housing and Race/Ethnicity shows the location of public-supported housing throughout Ventura County, as well as the distribution of various racial/ethnic groups—each dot represents 75 people, and the various racial/ethnic groups are represented by different colored dots.

Map 5 shows that the areas with concentrations of Hispanic residents (Oxnard and Santa Paula), also have a high number of publicly supported housing. In Santa Paula, these are primarily Low-Income Housing Tax Credit (LIHTC) properties. In Oxnard, it is a mix of different types of publicly supported housing.

Map 5 - Publicly Supported Housing and Race/Ethnicity



<u>Describe how the demographics of publicly supported housing compare to the demographics of areas where the housing is located.</u>

Table 6 - Publicly Supported Households by Race/Ethnicity shows the racial/ethnic composition of different types of publicly supported housing, as well as the overall racial/ethnic composition by income category in Ventura County and each of the participating jurisdictions. The table shows the following:

- The share of Black and Hispanic households in the HCV Program is higher than the share of Black and Hispanic households in the county overall, as well as the share of income-eligible Black households in the county. This is also the case in most of the participating jurisdictions, except for Simi Valley, where the share of Hispanic households in the HCV Program is approximately the same as the share of income-eligible Hispanic households in the city overall.
- The share of Black and Hispanic households in Public Housing is higher than the share of Black and Hispanic households in the county overall, as well as the share of income-eligible Black households in the county. This is also the case in most of the participating jurisdictions, except for Oxnard and Thousand Oaks, where the share of Black households in Public Housing is lower than the Black population overall, and in Simi Valley, where there are no Public Housing units.

- The share of AAPI households in Project-Based Section 8 units is higher than the share of AAPI households in the county overall, as well as the share of income-eligible AAPI households in the county. This is also the case in all participating jurisdictions.

Table 6 - Publicly Supported Households by Race/Ethnicity

Ventura County, CA	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	292	24.94%	29	2.48%	808	69.00%	34	2.90%
Project-Based Section 8	188	36.79%	14	2.74%	175	34.25%	131	25.64%
Other Multifamily	55	31.79%	4	2.31%	86	49.71%	26	15.03%
HCV Program	2,289	37.43%	324	5.30%	3,258	53.28%	211	3.45%
Total Households	161,075	59.80%	4,543	1.69%	80,270	29.80%	18,331	6.81%
0-30% of AMI	16,035	48.58%	638	1.93%	14,280	43.26%	1,384	4.19%
0-50% of AMI	31,035	47.41%	1,113	1.70%	29,300	44.76%	2,794	4.27%
0-80% of AMI	55,255	49.28%	1,953	1.74%	47,815	42.64%	5,053	4.51%
Camarillo, CA	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	6	23.08%	2	7.69%	18	69.23%	0	0.00%
Project-Based Section 8	47	54.02%	2	2.30%	8	9.20%	29	33.33%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	201	48.85%	30	7.31%	163	39.63%	14	3.48%
Total Households	17,040	70.07%	362	1.49%	4,274	17.57%	2,137	8.79%
0-30% of AMI	1,695	68.35%	39	1.57%	594	23.95%	99	3.99%
0-50% of AMI	3,295	66.63%	49	0.99%	1,059	21.42%	459	9.28%
0-80% of AMI	5,575	65.82%	179	2.11%	1,859	21.95%	658	7.77%
Oxnard, CA	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	15	2.99%	12	2.40%	468	93.41%	6	1.20%
Project-Based Section 8	6	4.05%	0	0.00%	125	84.46%	17	11.49%
Other Multifamily	8	12.50%	3	4.69%	51	79.69%	2	3.13%
HCV Program	162	10.01%	93	5.75%	1,323	81.77%	36	2.23%
Total Households	12,340	24.27%	1,890	3.72%	31,650	62.25%	4,152	8.17%
0-30% of AMI	1,395	16.89%	260	3.15%	6,055	73.31%	414	5.01%
0-50% of AMI	2,795	16.47%	515	3.03%	12,580	74.11%	854	5.03%
0-80% of AMI	5,185	17.98%	880	3.05%	20,655	71.61%	1,699	5.89%
San Buenaventura (Ventura city), CA	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	70	29.54%	7	2.95%	153	64.56%	6	2.53%
Project-Based Section 8	59	79.73%	2	2.70%	7	9.46%	6	8.11%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	756	55.76%	79	5.80%	478	35.26%	36	2.67%
Total Households	28,185	69.33%	504	1.24%	9,710	23.88%	1,291	3.18%
0-30% of AMI	3,400	62.96%	105	1.94%	1,685	31.20%	69	1.28%
0-50% of AMI	6,790	62.70%	155	1.43%	3,405	31.44%	129	1.19%
0-80% of AMI	11,515	62.56%	230	1.25%	5,735	31.16%	448	2.43%
Simi Valley, CA	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project-Based Section 8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Multifamily	31	36.05%	1	1.16%	30	34.88%	22	25.58%
HCV Program	440	62.01%	34	4.83%	147	20.74%	78	11.04%
Total Households	29,985	71.04%	453	1.07%	7,460	17.67%	3,558	8.43%
0-30% of AMI	2,595	67.75%	43	1.12%	870	22.72%	275	7.18%
0-50% of AMI	5,300	67.82%	58	0.74%	1,825	23.35%	494	6.32%
0-80% of AMI	9,825	71.14%	123	0.89%	2,865	20.75%	759	5.50%
Thousand Oaks, CA	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	73	46.20%	1	0.63%	73	46.20%	11	6.96%
Project-Based Section 8	47	40.52%	1	0.86%	9	7.76%	57	49.14%
Other Multifamily	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
HCV Program	303	52.53%	43	7.44%	192	33.38%	33	5.78%
Total Households	35,120	76.56%	435	0.95%	5,395	11.76%	4,170	9.09%
0-30% of AMI	2,945	69.29%	130	3.06%	855	20.12%	230	5.41%
0-50% of AMI	5,425	68.80%	185	2.35%	1,760	22.32%	400	5.07%
0-80% of AMI	10,035	71.20%	200	1.42%	3,005	21.32%	685	4.86%

Note 1: Data Sources: Decennial Census, APSH, and CHAS; accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.

Note 2: Numbers presented are numbers of households not individuals.

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above (including siting decisions of private or publicly supported housing or the location of residents using Housing Choice Vouchers).

In the 2021-2029 Housing Elements prepared and adopted by each jurisdiction, the following factors were identified that contribute to the patterns described above.

In unincorporated Ventura County,

- Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods that still exists today.
- The cost of housing impacts where people can live. For example, rural and agricultural communities along Highway 126 have more affordable housing opportunities overall, and these communities are primarily home to Hispanic/Latino, low- and moderate-income households, including farmworkers.
- Infrastructure constraints restrict development of high-density housing in most of the unincorporated county, where higher-density housing is most needed.
- Lack of community support for high-density affordable housing.
- Limited housing opportunities for persons with disabilities.

In Oxnard, low-income households are concentrated due to,

- Market forces, and particularly the desirability of coastline neighborhoods, which are therefore more costly than neighborhoods in the urban core.
- Limited availability of rentals that accept Housing Choice Vouchers.
- Limited availability of affordable units in a range of sizes.

In San Buenaventura,

- The location and type of affordable housing.
- Concentrations of HCV use.
- Unemployment and disinvestment after oil industry left.
- Lack of private investment.
- Lack of public investments in specific neighborhoods, including services or amenities.
- A lack of knowledge of fair housing rights for tenants and responsibilities from landlords, due to the following:
    - Lack of fair housing testing
    - Lack of fair housing monitoring
    - Lack of targeted outreach
    - Lack of outreach meeting locations within the City, especially in the Westside Neighborhood Revitalization Strategy Area (NRSA) and downtown and midtown communities.

In Simi Valley,

- Insufficient and inaccessible fair housing outreach and enforcement.
- Lack of accessible fair housing information.
- Lack of marketing fair housing events such as fair housing conferences, resource meetings, and community meetings.

In Thousand Oaks,

- The location and type of affordable housing.
- Concentrations of HCV use.
- Lack of private investment.
- Lack of public investments in specific neighborhoods, including services or amenities.

C. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)

Identify any R/ECAPs or groupings of R/ECAP tracts.

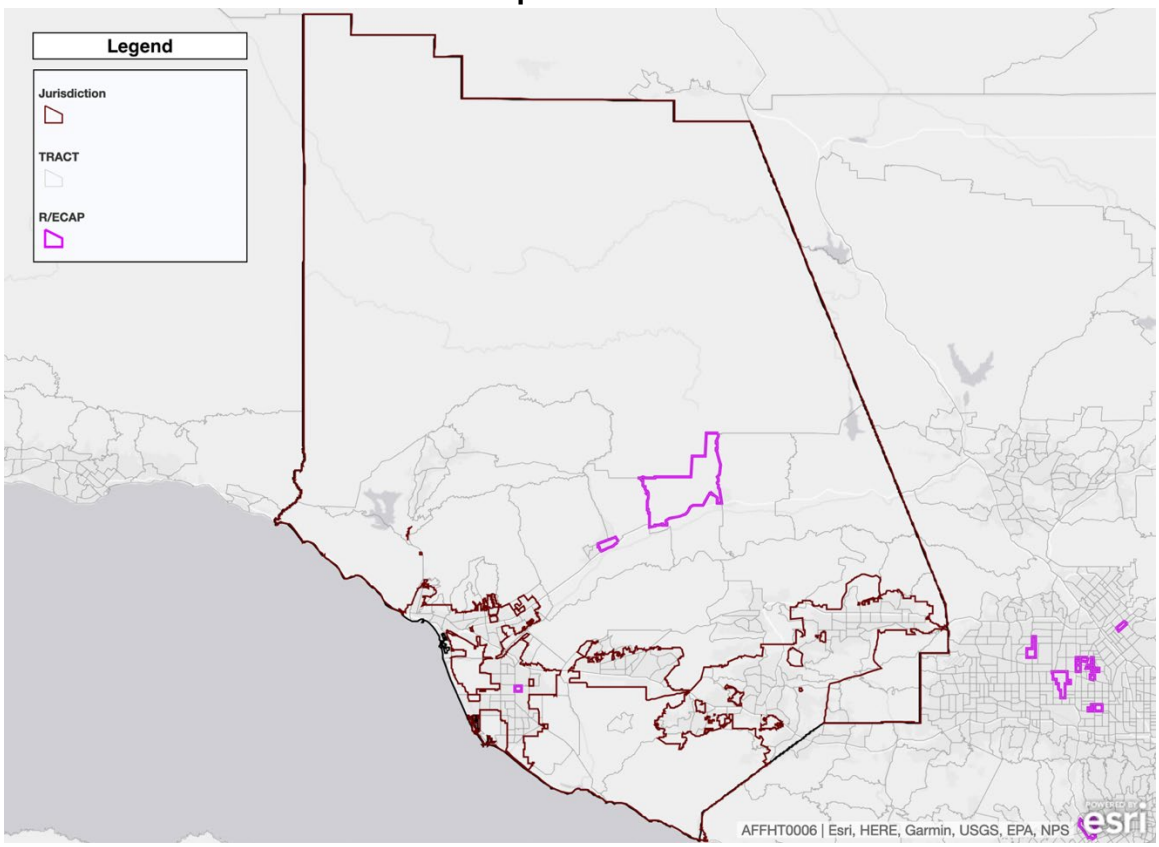
HUD defines racially or ethnically concentrated areas of poverty (R/ECAPs) as Census tracts that meet both of the following criteria:

- a non-White population of 50 percent or more, and
- a poverty rate that exceeds 40% or a poverty rate that is three or more times the average tract poverty rate for the metropolitan area, whichever threshold is lower.

Map – R/ECAPs shows the distribution of R/ECAPs in Ventura County. The map shows R/ECAPs in the following areas:

- Central Oxnard
- Santa Paula
- Fillmore

Map - R/ECAPs



Describe and identify the predominant protected classes residing in R/ECAPs, and how these demographics compare with the overall demographics of the area.

Table 4 - R/ECAP Demographics shows the demographics of R/ECAPs, including information on race/ethnicity, family type, and national origin. Since the only R/ECAPs are in Oxnard and areas of Ventura County outside the participating jurisdictions, the table only shows data for these two jurisdictions.

Comparing Table 4 to Table 1 (above) shows that Hispanic individuals, Mexican-born individuals, and families with children are all overrepresented in R/ECAPs when compared to the overall demographics of Ventura County and Oxnard:

- *Hispanic* individuals comprise 42.8% of Ventura County's population (see Table 1, above) and 88.5% of the R/ECAP population. In Oxnard, the overall population is 75.1% Hispanic and the R/ECAP is 97.1% Hispanic.
- *Mexican-born* individuals comprise 12.1% of Ventura County's population and 37.7% of the R/ECAP population. In Oxnard, 27.2% of the overall population was born in Mexico and 49.9% of the R/ECAP population was born in Mexico.

- *Families with children* comprise 41.2% of all families in Ventura County, and 59.9% of all families in the R/ECAP areas. In Oxnard, 46.2% of all families in the city have children while 62.1% of families in the R/ECAP have children.

Table 4 - RECAP Demographics

	Ventura County, CA			Oxnard, CA		
R/ECAP Race/Ethnicity		#	%		#	%
Total Population in R/ECAPs		15,495	-		4,577	-
White, Non-Hispanic		1,534	9.90%		81	1.77%
Black, Non-Hispanic		60	0.39%		30	0.66%
Hispanic		13,713	88.50%		4,444	97.09%
Asian or Pacific Islander, Non-Hispanic		63	0.41%		0	0.00%
Native American, Non-Hispanic		35	0.23%		6	0.13%
Other, Non-Hispanic		7	0.05%		3	0.07%
R/ECAP Family Type						
Total Families in R/ECAPs		3,013	-		697	-
Families with children		1,806	59.94%		433	62.12%
R/ECAP National Origin						
Total Population in R/ECAPs		15,495	-		4,577	-
#1 country of origin	Mexico	5,838	37.68%	Mexico	2,284	49.90%
#2 country of origin	Other South America	82	0.53%	Other Central America	45	0.98%
#3 country of origin	Other Central America	81	0.52%	Other Eastern Europe	35	0.76%
#4 country of origin	India	41	0.26%	NULL	0	0.00%
#5 country of origin	Other Eastern Europe	35	0.23%	NULL	0	0.00%
#6 country of origin	El Salvador	18	0.12%	NULL	0	0.00%
#7 country of origin	Other South Central Asia	15	0.10%	NULL	0	0.00%
#8 country of origin	China excl. Taiwan	14	0.09%	NULL	0	0.00%
#9 country of origin	Russia	9	0.06%	NULL	0	0.00%
#10 country of origin	Japan	6	0.04%	NULL	0	0.00%

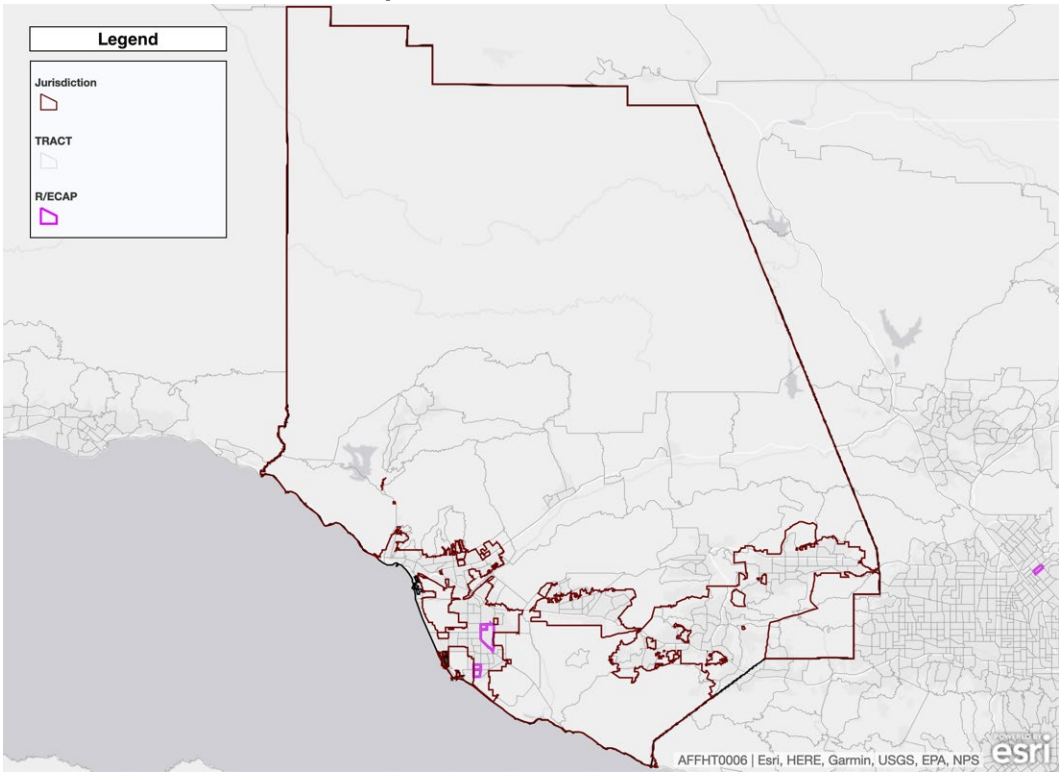
Note 1: 10 most populous groups in each jurisdiction may not be the same and are thus labeled separately.
Note 2: Data Source: Decennial Census, accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe how R/ECAPs have changed over time (since 1990).

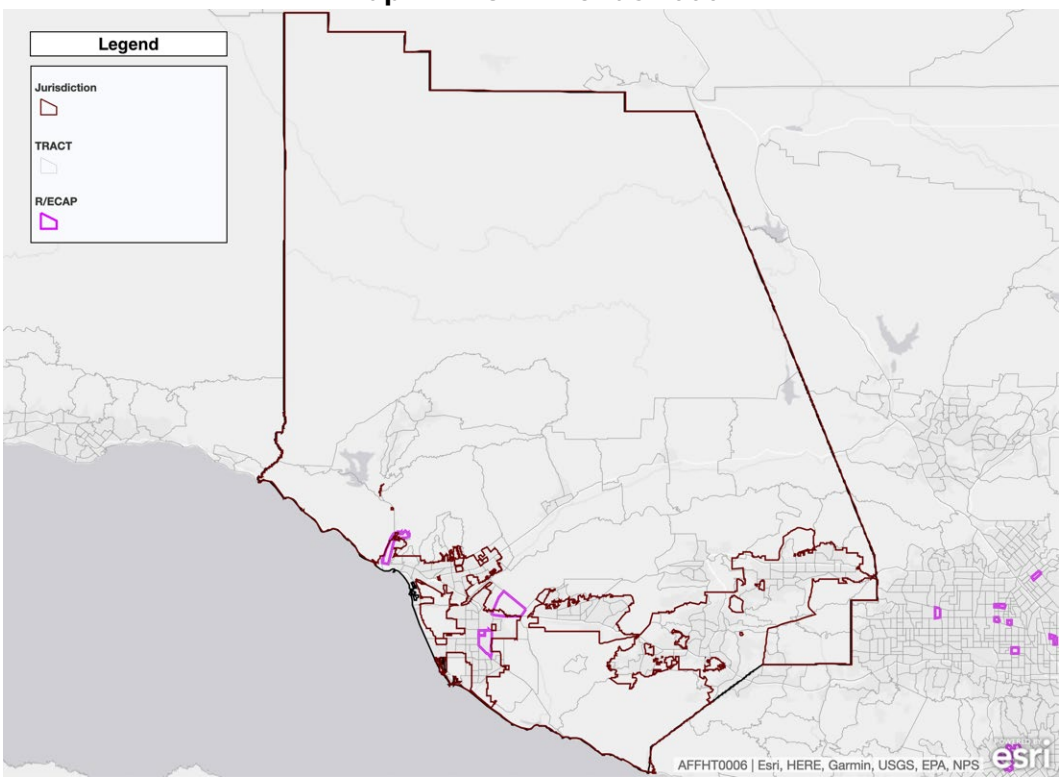
Map – R/ECAP Trends shows the distribution of R/ECAPs in Ventura County in 1990, 2000, and 2010. This map shows that:

- The current R/ECAP in central Oxnard has been designated a R/ECAP since at least 1990.
- In prior years there were additional areas in Oxnard, as well as an area in the northwest part of San Buenaventura, that were designated as R/ECAPs; these areas no longer qualify as R/ECAPs.
- The areas of Santa Paula and Fillmore that are currently designated as R/ECAPs were not designated as R/ECAPs prior to 2010.

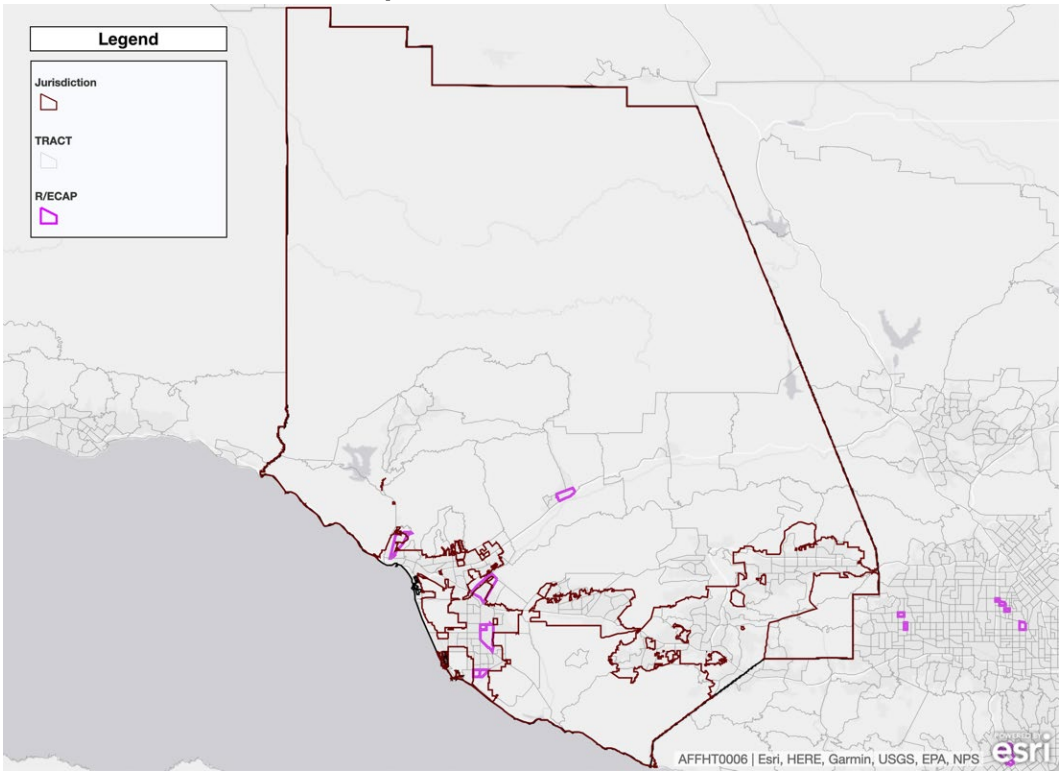
Map – R/ECAP Trends 1990



Map – R/ECAP Trends 2000



Map – R/ECAP Trends 2010



Describe how R/ECAPs align with the location of publicly supported housing.

Map 5 - Publicly Supported Housing and Race/Ethnicity (shown above) shows the location of public-supported housing throughout Ventura County, as well as the location of R/ECAPs. This map shows that:

- There are various LIHTC properties located in the R/ECAP in Santa Paula.
- There is a concentration of public housing and LIHTC properties in and around the R/ECAP in Oxnard (while the R/ECAP is not visible on Map 5, it can be seen on Map – R/ECAPs, also shown above).

Compare the demographic composition of occupants of publicly supported housing in R/ECAPS to the demographic composition of occupants of publicly supported housing outside of R/ECAPs.

Table 7 - R/ECAP and Non-R/ECAP Demographics by Publicly Supported Housing Program Category (below) shows the demographics of publicly-supported housing located in and outside of R/ECAPs in Ventura County. The HUD-provided data does not include demographics for LIHTC properties, so the relevant demographic data in this table is for households with Housing Choice Vouchers (HCVs) residing in R/ECAPs. This table shows that Hispanic households that participate in the HCV Program are much more likely to reside in R/ECAPs: in R/ECAPs, 75.2% of households with HCVs are Hispanic, while outside R/ECAPs only 51.1% of households with HCVs are Hispanic.

Table 7 - RECAP Demographics by Publicly Supported Housing Program

Ventura County, CA	Total # units (occupied)	% White	% Black	% Hispanic	Pacific Islander	% Families with children	% Elderly	% with a disability
Public Housing								
R/ECAP tracts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non R/ECAP tracts	1,178	24.96%	2.48%	68.97%	2.90%	37.04%	38.85%	25.48%
Project-based Section 8								
R/ECAP tracts	N/A	N/A	0.00%	N/A	N/A	N/A	N/A	N/A
Non R/ECAP tracts	499	37.14%	2.86%	33.79%	25.63%	12.32%	77.13%	15.27%
Other Multifamily								
R/ECAP tracts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non R/ECAP tracts	173	31.93%	2.29%	49.45%	15.16%	1.14%	75.25%	27.68%
HCV Program								
R/ECAP tracts	281	19.50%	1.42%	75.17%	0.00%	25.88%	49.64%	22.10%
Non R/ECAP tracts	5,723	39.10%	5.54%	51.14%	3.66%	28.76%	46.35%	26.54%

Note 1: Disability information is often reported for heads of household or spouse/co-head only. Here, the data reflect information on all members of the household.
Note 2: Data Sources: APSH, accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

In their respective 2021-2029 Housing Elements, Ventura County and Oxnard identified the following factors that have contributed to the patterns described above.

In unincorporated Ventura County,

- Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods that still exists today.
- The cost of housing impacts where people can live. For example, rural and agricultural communities along Highway 126 have more affordable housing opportunities overall, and these communities are primarily home to Hispanic/Latino, low- and moderate-income households, including farmworkers.
- Infrastructure constraints restrict development of high-density housing in most of the unincorporated county, where higher-density housing is most needed.
- Lack of community support for high-density affordable housing.

In Oxnard,

- The limited availability and location of rentals that accept Housing Choice Vouchers.
- Linguistic isolation of non-English speaking households.
- Limited economic mobility opportunities.

D. Disparities in Access to Opportunity

1. Education

Describe any disparities in access to proficient schools based on race/ethnicity, national origin, and family status.

Table 12 – Opportunity Indicators, by Race/Ethnicity, below, includes a *School Proficiency Index*, which measures the proximity various racial/ethnic groups have, based on where they live, to neighborhoods with high-performing schools. School proficiency is measured using school-level data on the performance of 4th grade students on state exams. The index is based on a range of 0 to 100 with higher scores indicating better proximity to high-performing schools.

Table 12 shows that, in Ventura County:

- White, non-Hispanic residents have the most access to neighborhoods with high-performing schools, and Hispanic and Black residents have the least access.
- Across racial and ethnic categories, residents living below the federal poverty line have less access to neighborhoods with high-performing schools.
- For residents below the poverty line, the pattern of disparities between racial/ethnic groups is the generally the same as for the overall population, with the exception that Native American residents living below the federal poverty line have the least access to neighborhoods with high-performing schools of any group.

These County-level disparities are, in part, due to disparities in access across the participating jurisdictions:

- In *Oxnard*, which has the highest concentration of Hispanic residents of all the participating jurisdictions, all residents, regardless of race/ethnicity or poverty status, have low access to neighborhoods with high-performing schools.
- Conversely, in the other participating jurisdictions, residents of all races/ethnicities have relatively high access to neighborhoods with high-performing schools, with residents of *Thousand Oaks* having the best access.

Table 12 – Opportunity Indicators, by Race/Ethnicity

	Ventura County, CA							Camarillo, CA						
	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population														
White, Non-Hispanic	72.62	61.67	64.10	70.38	78.93	51.75	44.78	79.26	62.48	72.40	76.07	80.46	72.37	25.83
Black, Non-Hispanic	60.76	39.71	52.75	75.08	82.03	49.13	39.34	77.48	61.65	72.87	76.44	82.22	72.90	25.11
Hispanic	47.82	30.11	43.25	73.84	82.15	46.29	38.13	76.25	59.86	71.87	76.51	82.07	73.69	25.17
Asian or Pacific Islander, Non-Hispanic	69.26	52.50	61.22	73.62	80.08	50.94	40.16	78.66	64.59	74.06	75.45	81.15	75.28	26.07
Native American, Non-Hispanic	59.70	48.02	52.92	70.89	80.82	47.55	44.05	75.55	61.22	72.59	75.94	81.59	73.46	25.06
Population below federal poverty line														
White, Non-Hispanic	64.14	53.76	58.07	70.25	81.19	53.93	46.60	77.79	61.50	70.10	76.87	82.28	72.91	25.36
Black, Non-Hispanic	50.45	23.14	45.88	79.07	84.78	46.30	38.52	68.69	61.87	57.19	79.25	82.44	55.62	21.00
Hispanic	38.60	23.80	37.91	75.16	83.64	45.04	37.83	66.26	63.84	70.50	75.97	82.85	68.54	23.95
Asian or Pacific Islander, Non-Hispanic	60.63	40.17	50.36	75.36	80.57	44.36	40.53	79.46	67.69	67.36	74.31	75.02	59.89	23.18
Native American, Non-Hispanic	31.63	13.42	35.08	81.40	86.51	33.15	37.49	N/a	N/a	N/a	N/a	N/a	N/a	N/a
	Oxnard, CA							San Buenaventura (Ventura city), CA						
Total Population														
White, Non-Hispanic	56.28	15.24	51.20	80.19	83.97	42.38	38.84	64.20	66.09	59.39	73.16	83.77	63.51	48.10
Black, Non-Hispanic	48.43	9.82	42.20	81.11	84.17	45.57	33.86	55.66	65.60	48.76	72.58	85.35	62.97	46.58
Hispanic	38.45	6.52	34.46	82.11	84.58	45.48	31.96	53.01	62.40	48.35	70.60	84.42	63.90	49.41
Asian or Pacific Islander, Non-Hispanic	50.51	10.37	42.12	80.83	83.51	44.54	32.47	61.94	68.32	55.07	75.31	84.50	61.55	44.42
Native American, Non-Hispanic	44.73	8.23	38.81	81.25	84.29	45.26	33.60	58.14	63.88	54.11	71.95	84.44	64.26	48.81
Population below federal poverty line														
White, Non-Hispanic	52.76	12.72	51.18	80.25	83.61	41.46	37.02	56.09	60.05	53.38	70.85	84.51	67.06	53.40
Black, Non-Hispanic	48.02	16.09	44.40	82.05	85.70	44.80	36.07	48.79	54.13	38.11	63.37	85.78	76.88	59.54
Hispanic	31.99	5.72	31.07	83.43	85.73	44.23	31.62	44.91	55.70	44.40	68.32	84.56	69.80	57.68
Asian or Pacific Islander, Non-Hispanic	44.14	5.63	33.64	84.21	84.37	37.96	32.43	45.91	55.71	45.66	72.48	87.66	74.73	57.07
Native American, Non-Hispanic	25.74	7.22	30.45	85.62	87.32	31.53	34.18	39.03	50.80	48.64	60.81	83.33	66.64	65.45
	Simi Valley, CA							Thousand Oaks, CA						
Total Population														
White, Non-Hispanic	79.28	64.07	62.48	69.49	77.69	27.68	51.41	81.97	77.71	74.24	71.38	77.58	70.64	43.55
Black, Non-Hispanic	77.81	61.88	63.27	70.15	78.80	29.76	51.49	76.66	76.63	72.06	71.11	79.36	73.22	43.20
Hispanic	74.31	61.88	58.43	70.59	79.81	28.22	51.92	68.09	71.61	66.64	71.54	81.48	77.55	42.26
Asian or Pacific Islander, Non-Hispanic	77.95	63.32	63.83	69.90	78.50	28.54	51.64	80.08	80.66	76.26	70.34	77.81	69.95	43.84
Native American, Non-Hispanic	77.45	62.01	60.37	70.70	79.01	28.35	51.50	74.81	75.38	71.24	71.16	78.80	74.69	43.00
Population below federal poverty line														
White, Non-Hispanic	76.29	62.22	59.82	70.13	79.93	30.48	51.79	72.78	69.34	69.75	72.79	81.35	79.62	42.85
Black, Non-Hispanic	65.56	77.77	52.39	69.92	82.22	43.26	56.39	97.25	57.24	92.54	64.54	79.38	95.43	45.25
Hispanic	66.98	60.79	55.16	70.17	82.29	32.76	52.64	59.15	70.58	63.86	72.61	85.26	88.63	42.23
Asian or Pacific Islander, Non-Hispanic	81.26	64.94	64.59	66.77	77.56	30.25	50.94	81.99	75.38	72.82	72.62	76.00	65.92	46.85
Native American, Non-Hispanic	96.00	42.84	81.00	68.00	84.00	48.09	47.00	N/a	N/a	N/a	N/a	N/a	N/a	N/a

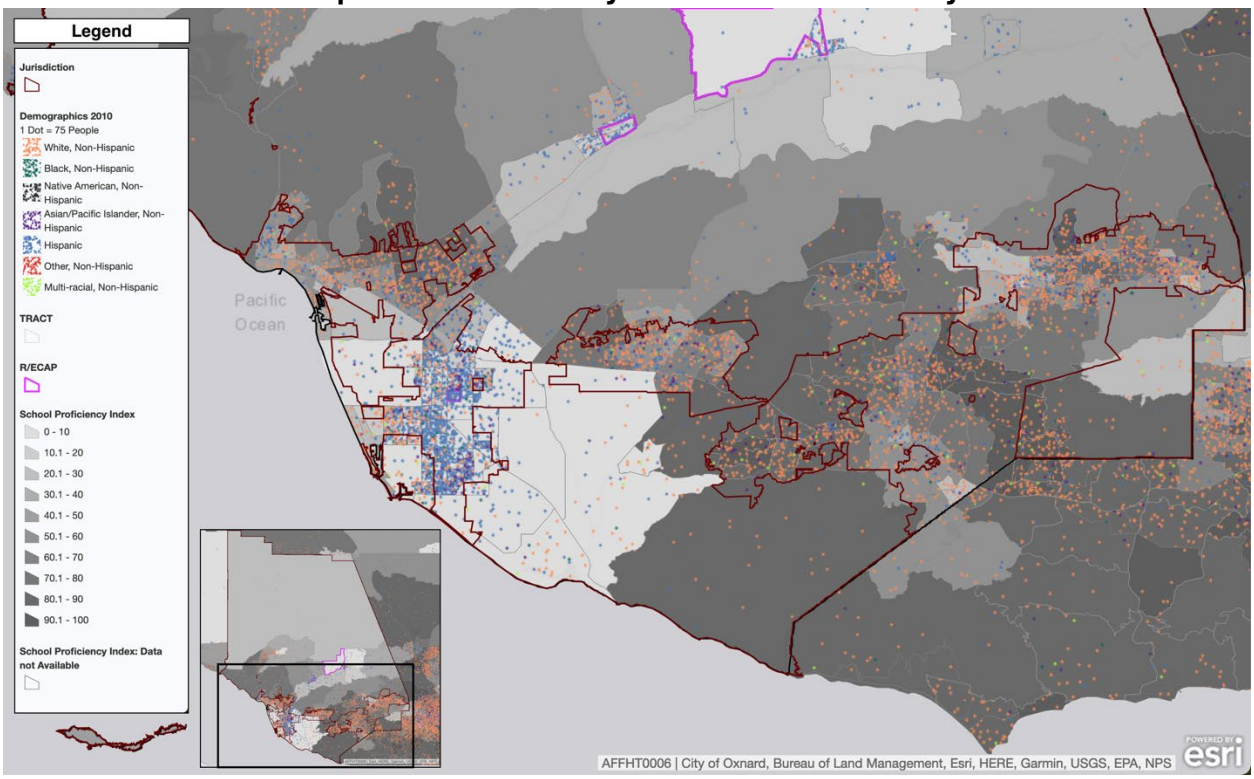
Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; and NATA; all accessed through the HUD AFFH Tool, Table 1, Version AFFHT0006, Released July 10, 2020.
Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Describe the relationship between the residency patterns of racial/ethnic, national origin, and family status groups and their proximity to proficient schools.

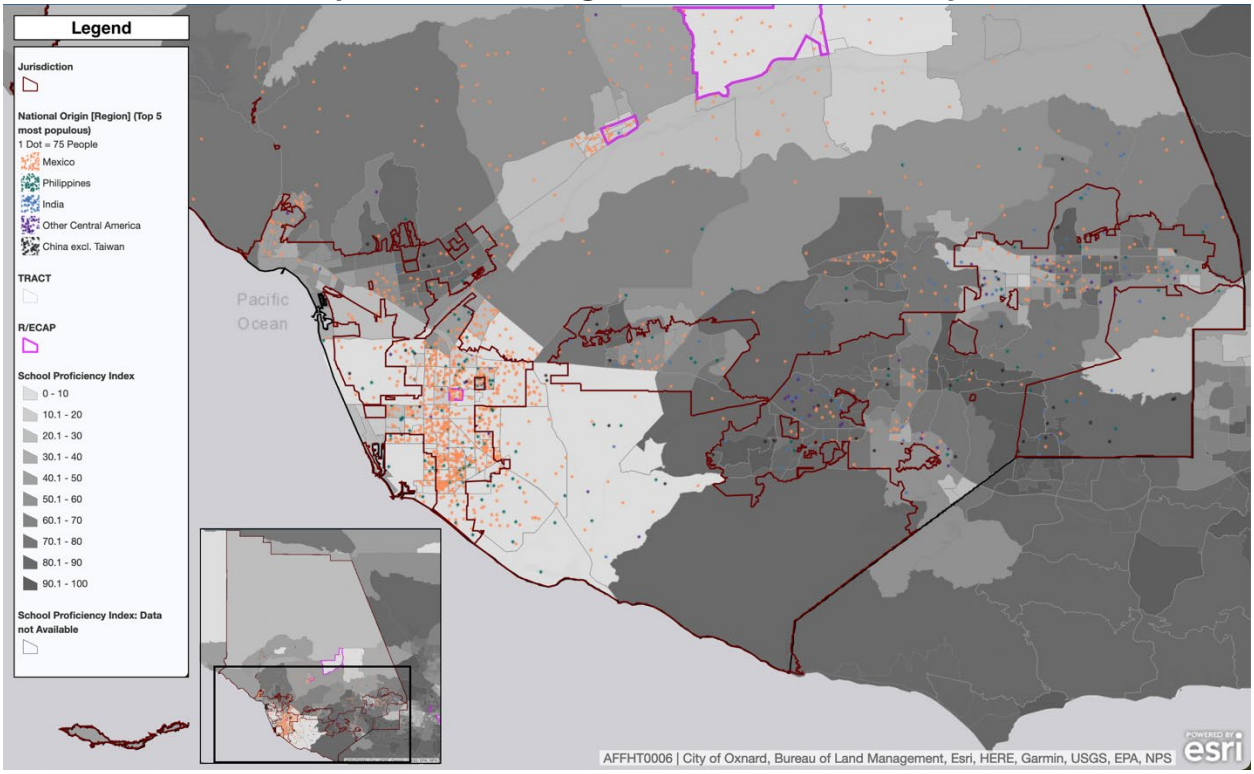
Map 7 – Demographics and School Proficiency is a series of three maps showing the School Proficiency Index and population distribution by race/ethnicity, national origin, and family type. The maps are shaded according to school proximity index values. The darker shaded areas are those with higher index values, indicating the presence of higher performing schools in those areas. On these maps, residents of different racial/ethnic groups and different countries of origin are represented by different colored dots, and the size of the circles represents the percentage of households in the area that are families with children.

The maps show clear differences in school performance based on geography. Specifically, areas in and around Oxnard, Santa Paula, and Fillmore have the least access to high performing schools. These are also areas with high concentrations of Hispanic residents, foreign-born residents of Mexican origin, and families with children.

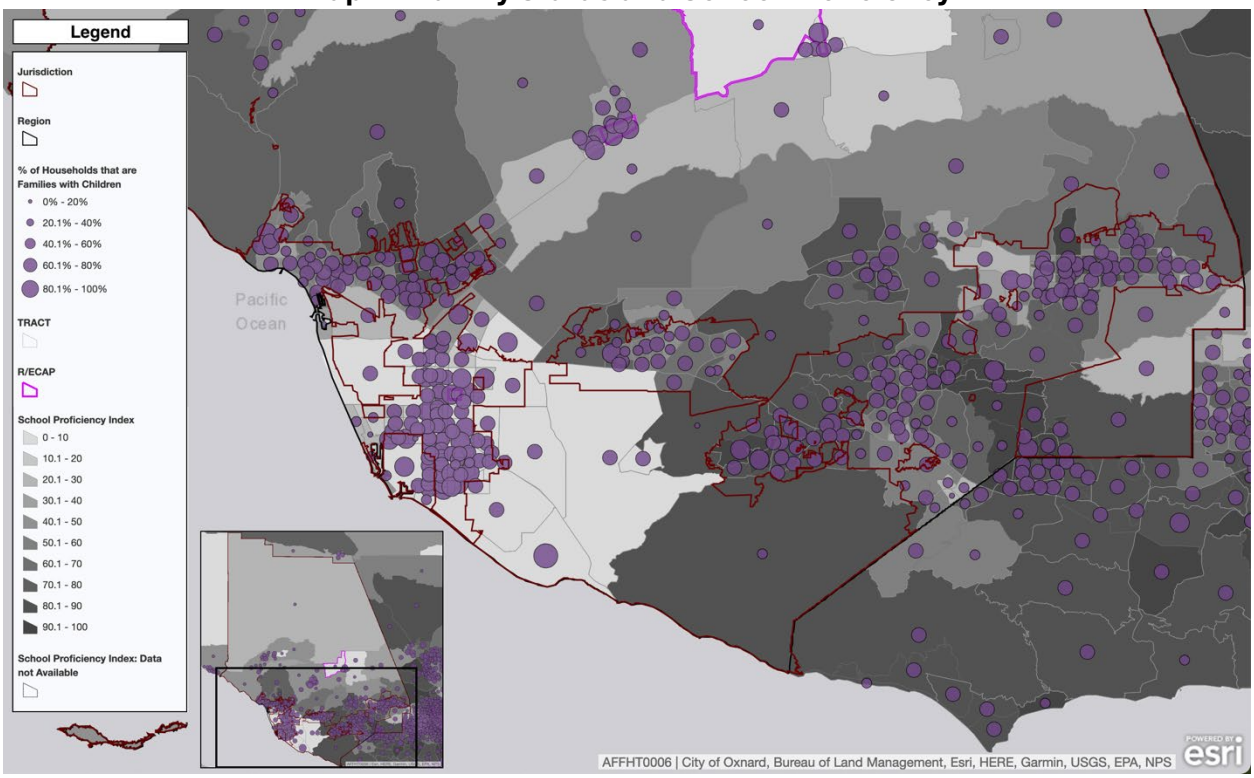
Map 7 – Race/Ethnicity and School Proficiency



Map 7 – National Origin and School Proficiency



Map 7 – Family Status and School Proficiency



2. Employment

Describe any disparities in access to jobs and labor markets by protected class groups.

Table 12 includes a *Jobs Proximity Index*, which measures the physical distance between where residents of different races/ethnicities live and the location of jobs. A higher index value indicates better access to employment opportunities.

In Ventura County, there are generally no large disparities across races/ethnicities in access to neighborhoods near employment centers; index values are between 46-52 for all groups except for Native Americans living below the poverty line, who have significantly less access to neighborhoods near employment centers.

Between the participating jurisdictions there are large disparities in the Jobs Proximity Index:

- *Simi Valley* has the lowest index values, followed by *Oxnard*. This indicates that residents in these two cities generally have less access to employment centers than residents in other parts of the county.
- *Camarillo* and *Thousand Oaks* have the highest index values, indicating residents in these cities have better access to employment centers than residents in other parts of the county. In Camarillo, Black and AAPI residents living below the poverty line have

less access than other groups, but still have higher access compared to the county population overall.
- *San Buenaventura* residents have better access to employment centers than the county population overall. Black and AAPI residents living below the poverty line have the best access to employment centers of any group in the city.

Table 12 also includes a *Labor Market Index*, which measures the unemployment rate, labor-force participation rate, and percent of the population ages 25 and above with at least a bachelor's degree, by neighborhood. A higher index value indicates that residents live in a neighborhood with higher labor force participation and human capital.

In Ventura County, there are disparities across racial/ethnic groups in the Labor Market Index:
- White non-Hispanic and AAPI residents are most likely to live in neighborhoods with high labor force participation and human capital.
- Black and Native American residents are less likely than White non-Hispanic and AAPI residents to live in neighborhoods with high labor force participation and human capital.
- Hispanic residents are least likely to live in neighborhoods with high labor force participation and human capital.
- Across all racial/ethnic groups, residents living below the poverty line are less likely to live in neighborhoods with high labor force participation and human capital. Hispanic and Native American residents living below the poverty line have the lowest Labor Market Index values of all groups in the county.

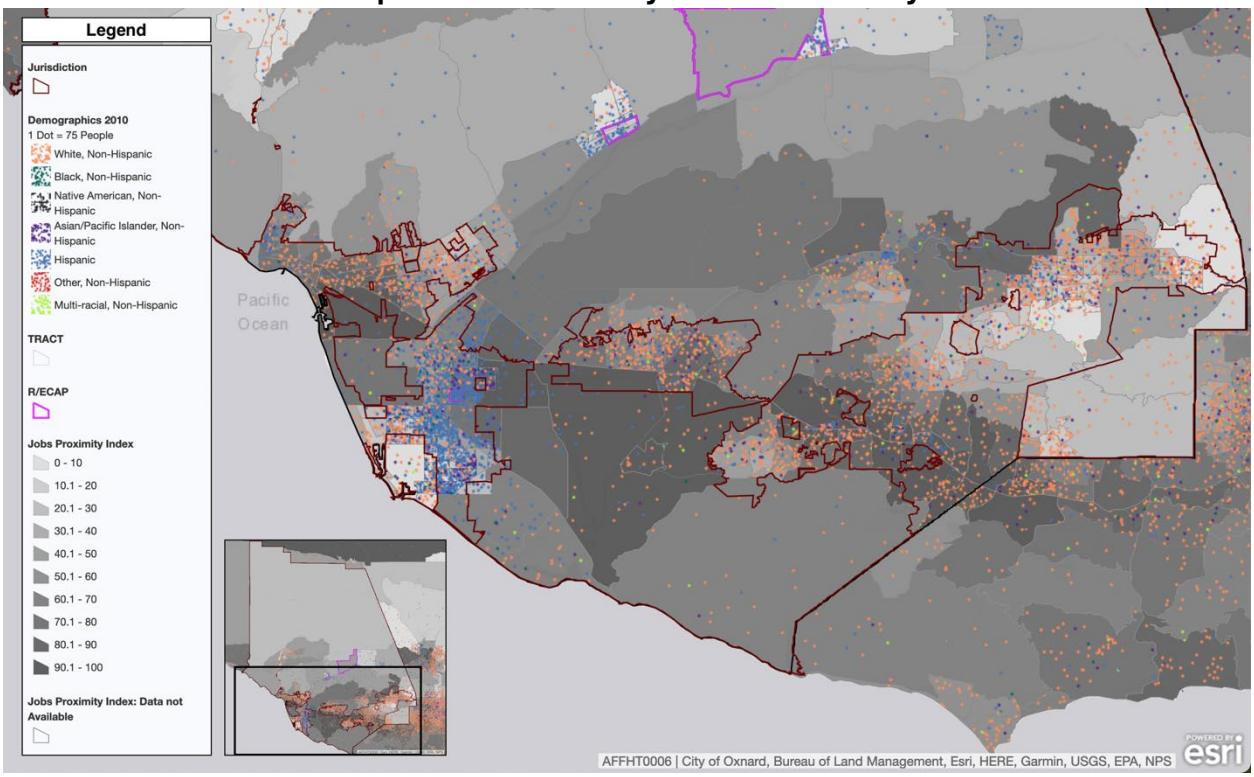
The table also shows that access to neighborhoods with high labor force participation and human capital varies across the participating jurisdictions, as well as between racial/ethnic groups within the participating jurisdictions:
- *Camarillo* and *Thousand Oaks* both have higher Labor Market Index values than the county across all racial/ethnic groups. In Camarillo, residents have fairly equal access to neighborhoods with high labor force participation and human capital regardless of race/ethnicity, with the exception of Black residents below the poverty line who have less access than other groups. Residents of Thousand Oaks experience some disparity in access, with Hispanic residents being less likely than others to live in neighborhoods with high labor force participation and human capital.
- *Oxnard* has lower Labor Market Index values than the county for all groups and there are disparities in access between racial/ethnic groups: White non-Hispanic residents have the best access to neighborhoods with high labor force participation and human capital, and Hispanic, AAPI, and Native American residents living below the poverty line have the least access.
- *Simi Valley* and *San Buenaventura* residents generally have better access to neighborhoods with high labor force participation and human capital than residents of the county overall, though Labor Market Index values in these cities are lower than

in Thousand Oaks and Camarillo. Simi Valley residents do not experience much disparity in access based on race/ethnicity. In San Buenaventura, Black and Hispanic residents have less access than other racial/ethnic groups overall, and Black residents below the poverty line have least access of any group.

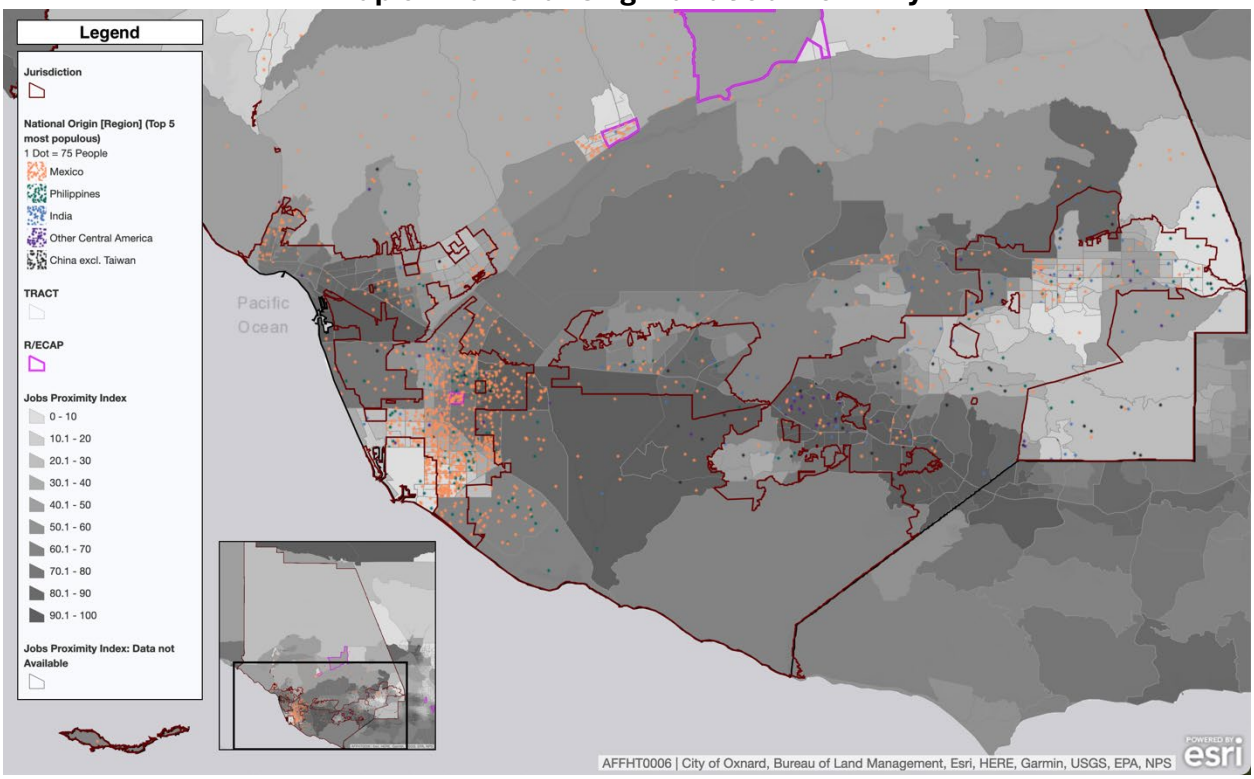
Describe how a person's place of residence affects their ability to obtain a job.

Map 8 – Demographics and Job Proximity is a series of three maps showing the Jobs Proximity Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index scores, which means they are closer to areas of employment. The maps show areas with low job proximity index values in south Oxnard, central and eastern parts of Simi Valley, and near Santa Paula. Additionally, the maps show concentrations of Hispanic residents and Foreign-born residents of Mexican origin living in South Oxnard neighborhoods with low access to employment centers.

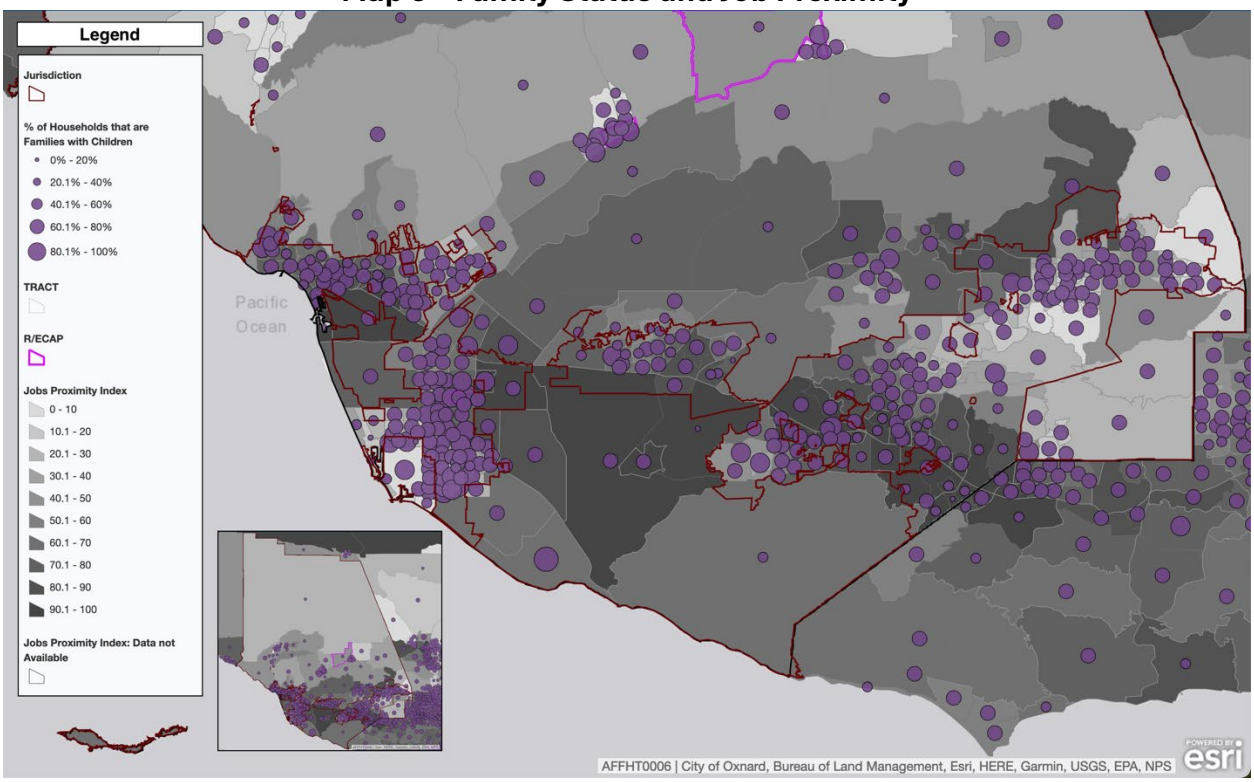
Map 8 – Race/Ethnicity and Job Proximity



Map 8 – National Origin and Job Proximity

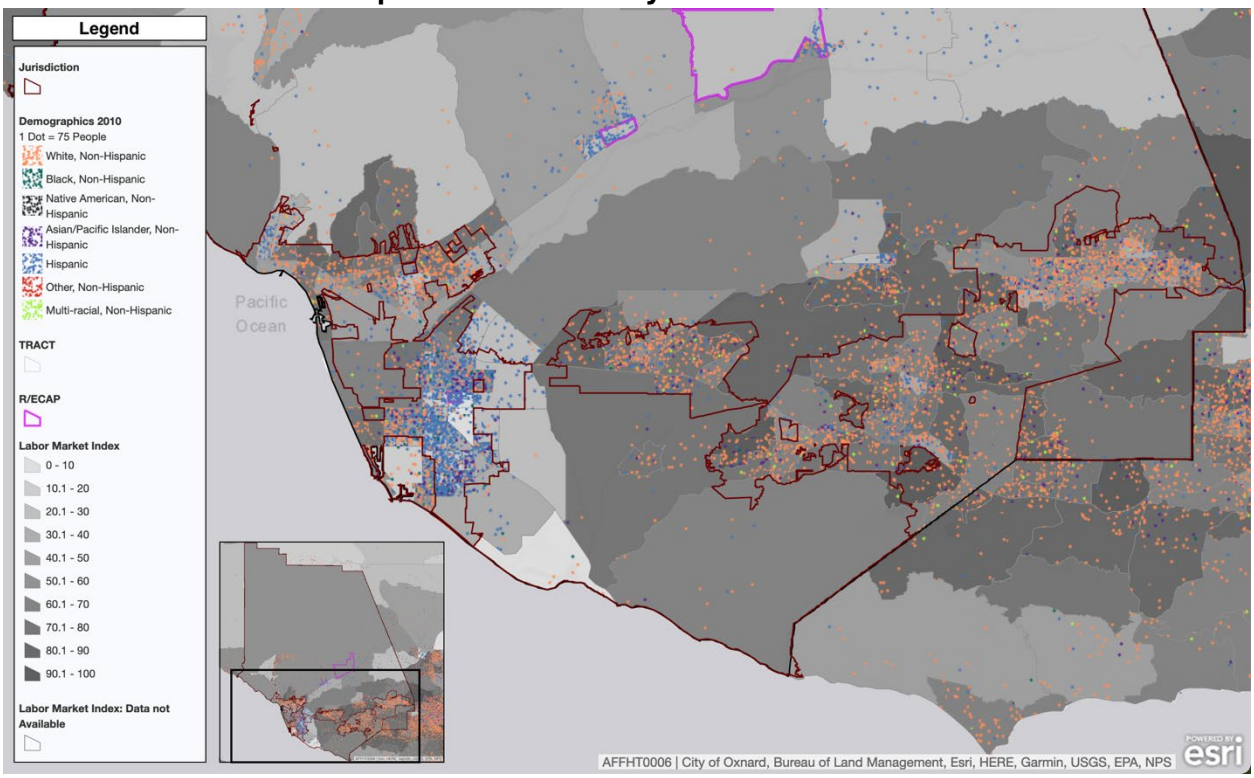


Map 8 – Family Status and Job Proximity

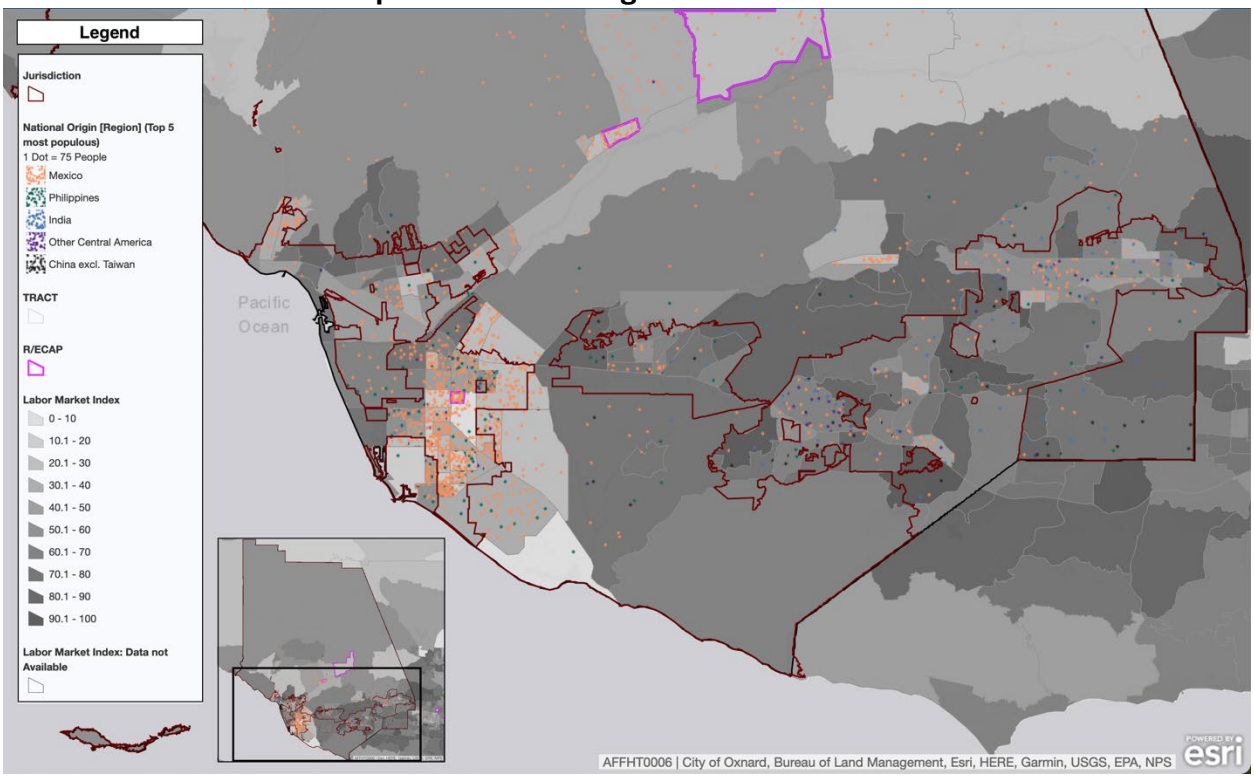


Map 9 – Demographics and Labor Market is a series of three maps showing the Labor Market Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index scores, which means they have higher labor force participation and human capital. The maps show areas with low labor market index values in central and south Oxnard, Santa Paula, Fillmore, and the unincorporated areas east of Fillmore. These areas, and particularly central and south Oxnard and Santa Paula (including the R/ECAPs), also have concentrations of Hispanic residents, Foreign-born residents of Mexican origin, and families with children.

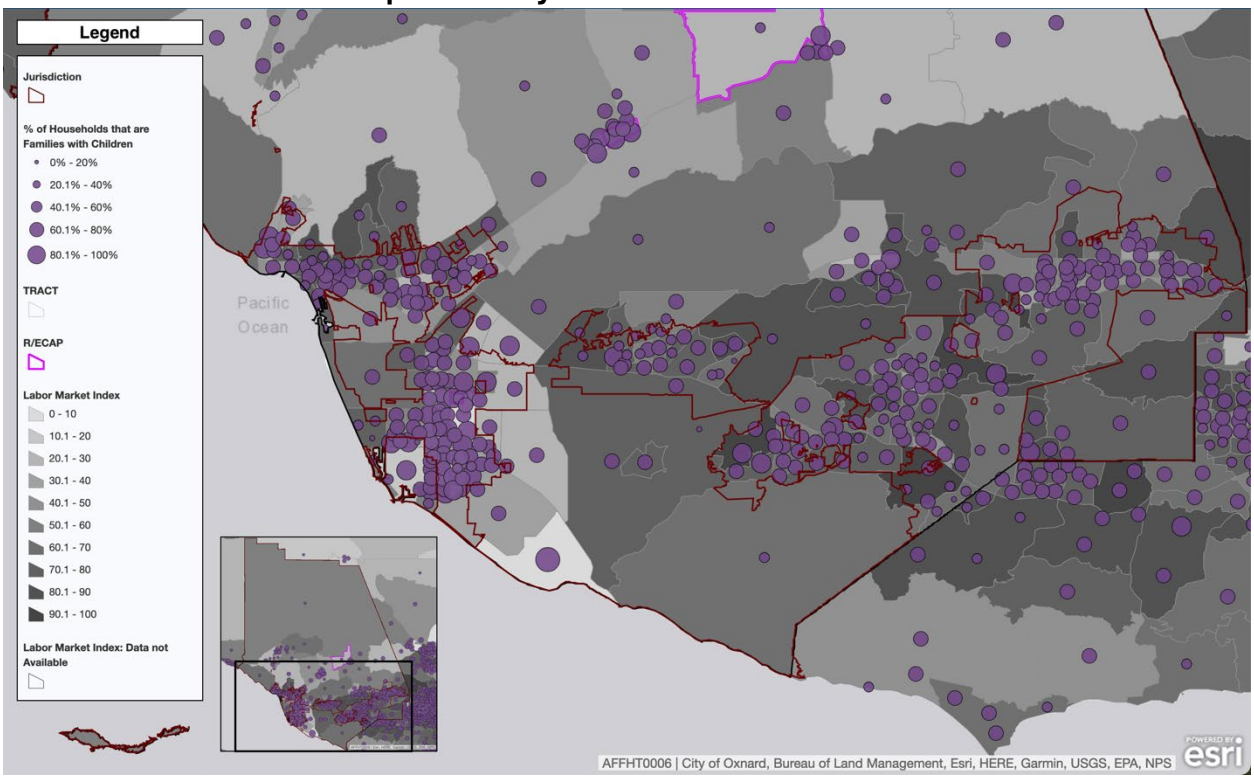
Map 9 – Race/Ethnicity and Labor Market



Map 9 – National Origin and Labor Market



Map 9 – Family Status and Labor Market



Describe which racial/ethnic, national origin, or family status groups are least successful in accessing employment.

The table below, titled "Labor Force Participation and Unemployment", shows 2016-2020 ACS data on labor force participation rates and unemployment rates for the overall population and by race/ethnicity, disability status, and sex, in Ventura County and in the participating jurisdictions. The table shows that, in Ventura County:

- White, non-Hispanic, and AAPI individuals have the lowest unemployment rates, followed by Hispanic individuals. Black residents have the highest unemployment rate, and it is more than double the White, non-Hispanic unemployment rate.
- Individuals with disabilities have much lower labor force participation rates, and much higher unemployment rates than the population overall.

The table also shows that unemployment rates vary between the participating jurisdictions:

- *Camarillo* and *Thousand Oaks* have lowest overall unemployment rates, and *Oxnard* has the highest.
- The unemployment rates for Black residents are the highest in all jurisdictions, except in *Camarillo* and *Thousand Oaks*, where unemployment rates for Native American residents are even higher.
- In *Thousand Oaks*, unlike the other jurisdictions, the unemployment rate for persons with disabilities is nearly the same as the overall unemployment rate.

Table – Labor Force Participation and Unemployment

	Ventura County, CA		Camarillo, CA		Oxnard, CA	
	Labor Force Participation Rate	Unemployment Rate	Labor Force Participation Rate	Unemployment Rate	Labor Force Participation Rate	Unemployment Rate
Population 16 years and over	64.80%	5.10%	63.20%	4.20%	68.40%	6.20%
Race/Ethnicity						
White, Non-Hispanic	61.10%	4.40%	59.70%	4.80%	59.60%	4.40%
Black	63.90%	9.70%	58.10%	7.30%	68.00%	9.60%
Hispanic	69.20%	5.70%	70.50%	2.50%	71.00%	6.40%
Asian or Pacific Islander	64.73%	4.38%	65.86%	3.86%	61.47%	5.55%
Native American	69.90%	7.80%	42.90%	16.30%	78.10%	4.50%
Disability Status						
With any disability	48.20%	12.50%	60.10%	7.00%	46.60%	11.90%
Sex (population 20 to 64 years)						
Male	86.00%	5.00%	86.80%	4.00%	88.30%	6.00%
Female	73.00%	4.50%	78.10%	4.20%	72.60%	5.40%
	San Buenaventura (Ventura city), CA		Simi Valley, CA		Thousand Oaks, CA	
	Labor Force Participation Rate	Unemployment Rate	Labor Force Participation Rate	Unemployment Rate	Labor Force Participation Rate	Unemployment Rate
Population 16 years and over	63.30%	5.10%	66.40%	4.40%	62.40%	4.20%
Race/Ethnicity						
White, Non-Hispanic	59.80%	5.00%	65.00%	3.90%	59.90%	4.00%
Black	62.90%	9.70%	64.30%	5.60%	63.50%	12.50%
Hispanic	68.30%	5.30%	69.50%	4.90%	69.20%	5.50%
Asian or Pacific Islander	71.73%	4.19%	65.81%	5.09%	66.23%	3.25%
Native American	72.90%	7.30%	64.00%	3.60%	62.00%	19.00%
Disability Status						
With any disability	46.40%	14.70%	51.90%	11.90%	43.80%	4.30%
Sex (population 20 to 64 years)						
Male	82.80%	5.30%	87.70%	3.90%	85.80%	4.30%
Female	74.50%	4.50%	75.10%	4.10%	71.60%	3.30%

Note 1: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

3. Transportation

Describe any disparities in access to transportation related to costs and access to public transit by protected class groups.

Table 12 includes a *Transit Index*, which measures the likelihood that residents utilize public transportation. Higher index values indicate better access to public transit in a neighborhood. The table shows that there are relatively high index values countywide, with little disparity among racial/ethnic groups or for groups living below the poverty line. This indicates relatively equal access to public transit across the county for different racial/ethnic groups.

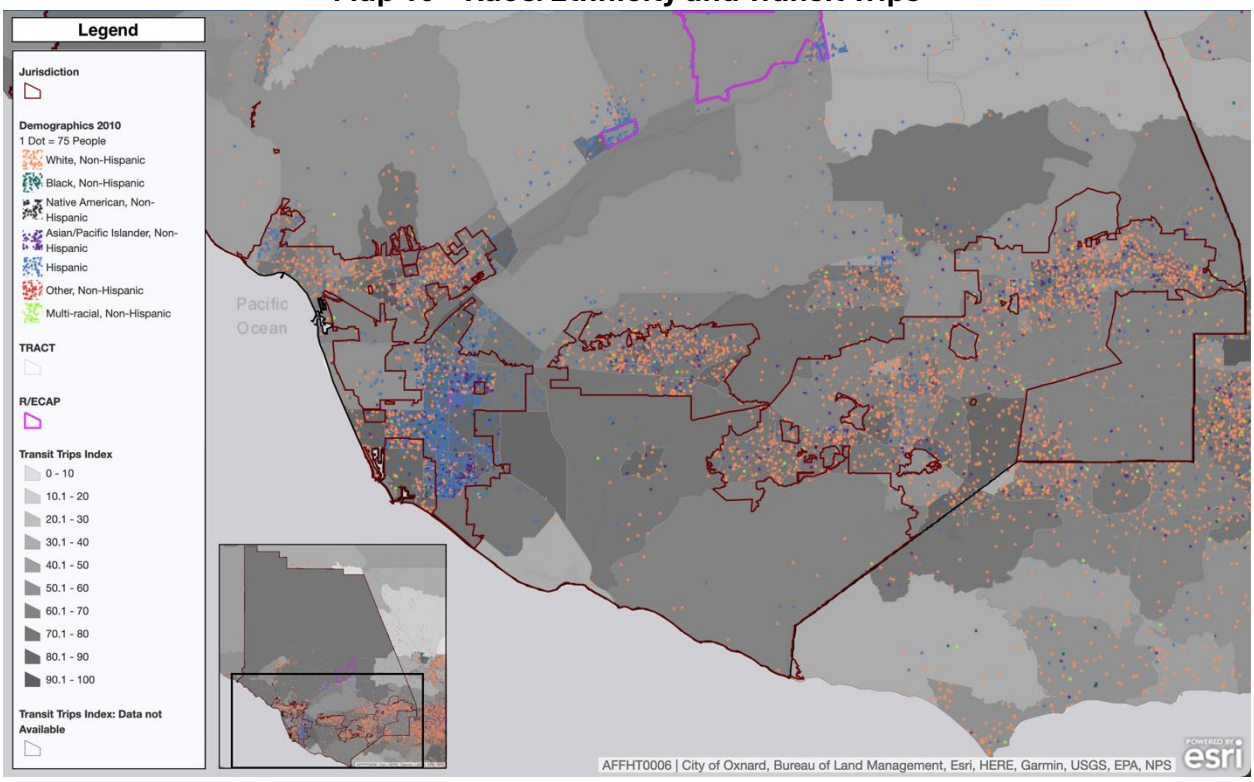
Among the participating jurisdictions, *Oxnard* has the highest index values, indicating that residents in the city have better access to public transit than residents in other parts of the county. *Camarillo* index values are also slightly higher than values for the county.

Table 12 also includes a *Low Transportation Cost Index*, which measures the cost of transportation in a neighborhood. Higher index values indicate lower transportation costs. Transportation costs may be low in a neighborhood due to better access to public transportation, or to the density of housing, services, and employment, or to other reasons. The table 12 shows that there are relatively high index values countywide, with little disparity among racial/ethnic groups or for groups living below the poverty line. This indicates relatively equal access to neighborhoods with low transportation costs across the county for different racial/ethnic groups.

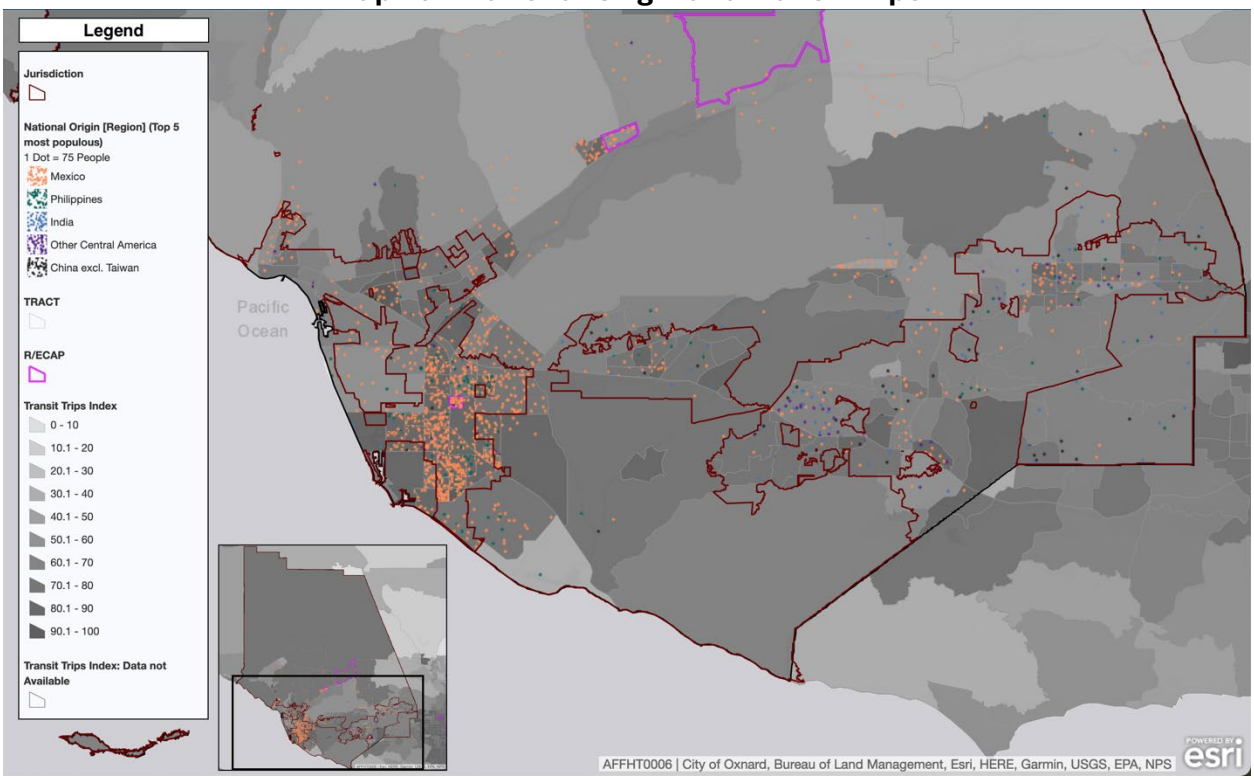
Describe how a person's place of residence affects their access to transportation.

Map 10 – Demographics and Transit Trips is a series of three maps showing the Transit Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index values, which means they are areas with better access to public transit. The maps show relatively high index values across the county. Areas with the best access to public transit are found in *Oxnard*, which is also where there are high concentrations of Hispanic individuals, foreign-born residents of Mexican origin, and families with children.

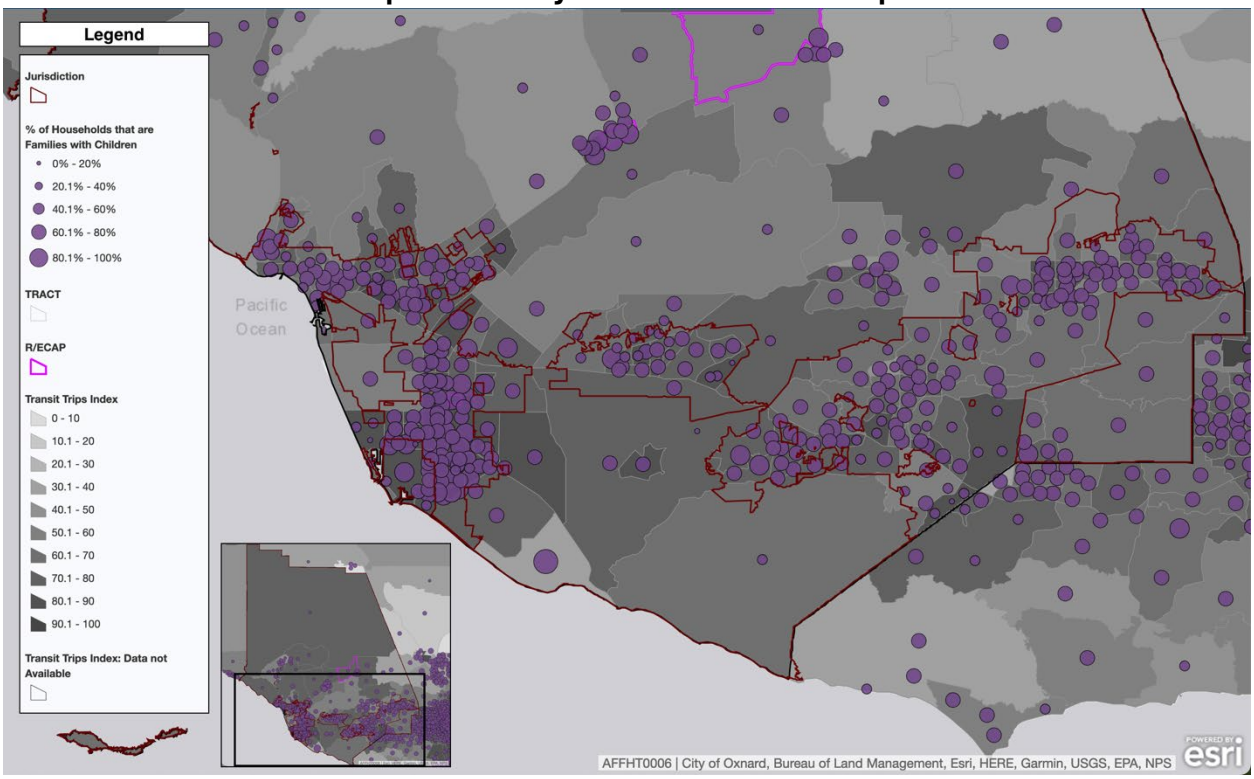
Map 10 – Race/Ethnicity and Transit Trips



Map 10 – National Origin and Transit Trips

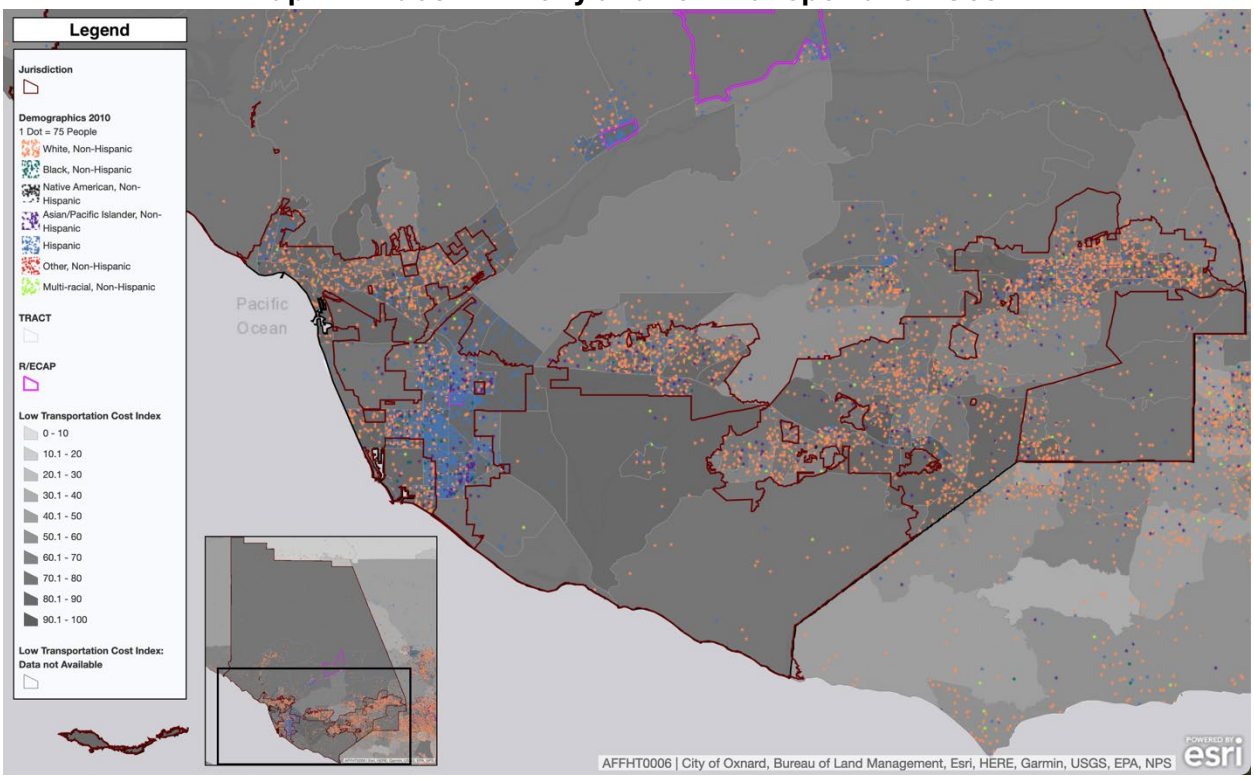


Map 10 – Family Status and Transit Trips

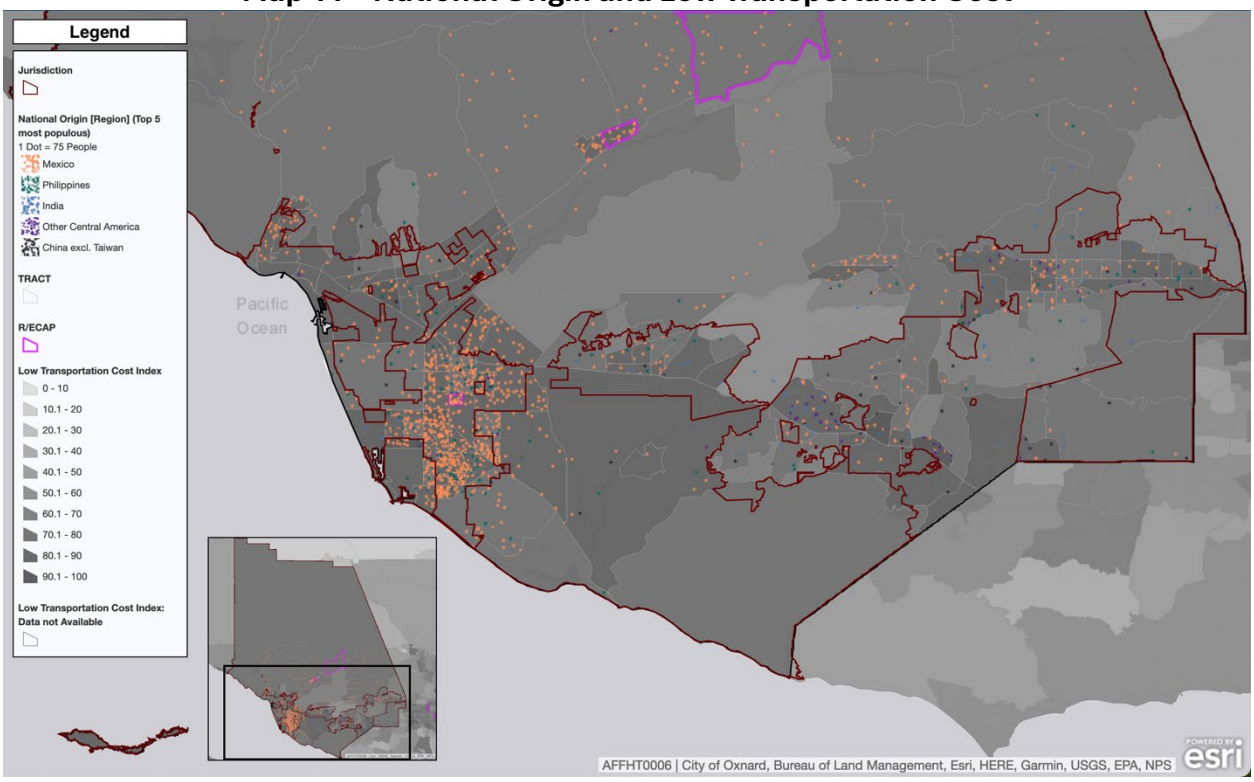


Map 11 – Demographics and Low Transportation Cost is a series of three maps showing the Low Transportation Cost Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index values, which means they are areas with lower transportation costs. The maps show relatively high access across the county to neighborhoods with low transportation costs.

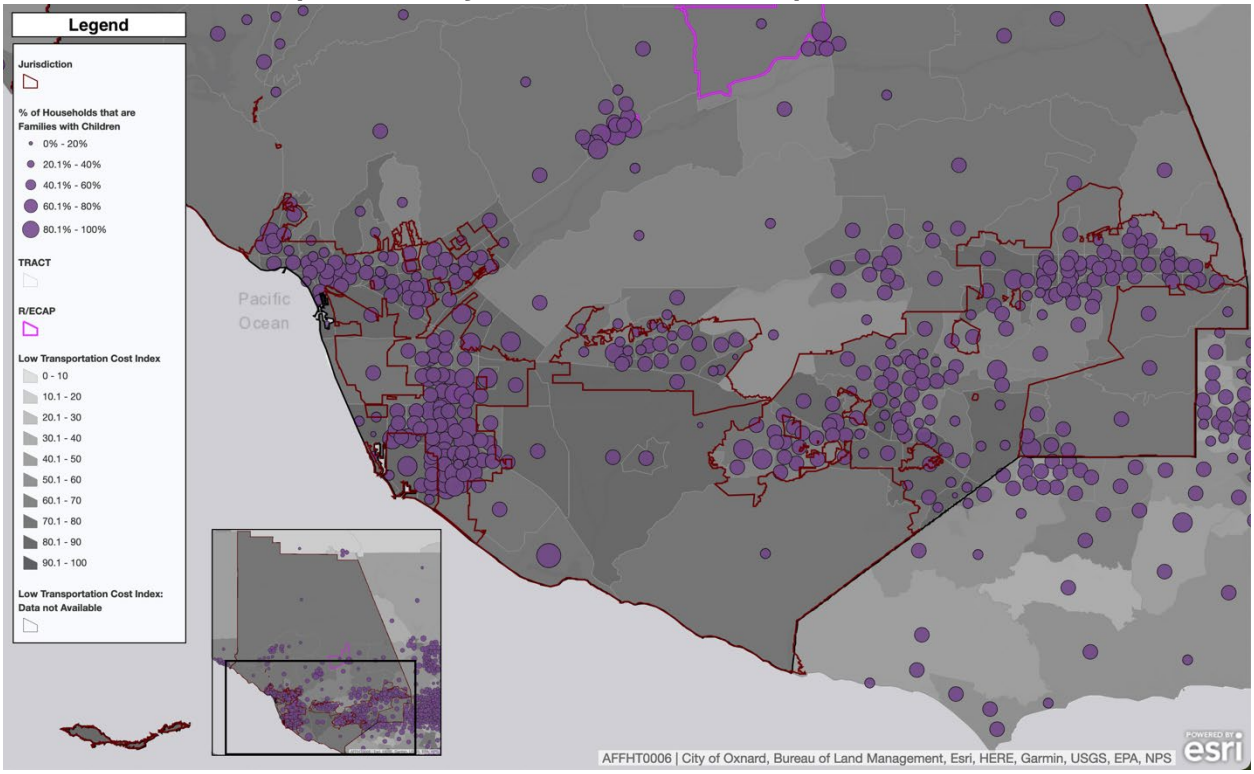
Map 11 – Race/Ethnicity and Low Transportation Cost



Map 11 – National Origin and Low Transportation Cost



Map 11 – Family Status and Low Transportation Cost



4. Access to Low Poverty Neighborhoods

Describe any disparities in exposure to poverty by protected class groups.

Table 12 includes a *Low Poverty Index*, which measures the level of poverty in a neighborhood. Higher index values indicate less exposure to poverty in a neighborhood. The table shows that, in Ventura County:

- White, non-Hispanic, residents have the highest index values, followed by AAPI residents, indicating these groups are least likely to live in high poverty neighborhoods.
- Hispanic residents have the lowest index values, meaning they are more likely than other groups to live in high poverty neighborhoods.
- Black and Native American are more likely than White and AAPI residents to be exposed to poverty, but less likely than Hispanic residents.
- Residents living below the poverty line are more likely to live in high poverty areas across all racial/ethnic groups; and there is the same pattern of disparity between racial/ethnic groups as described above. Native American and Hispanic residents living below the poverty line are most likely to live in areas of poverty.

The table also shows that exposure to poverty varies between and within the participating jurisdictions:

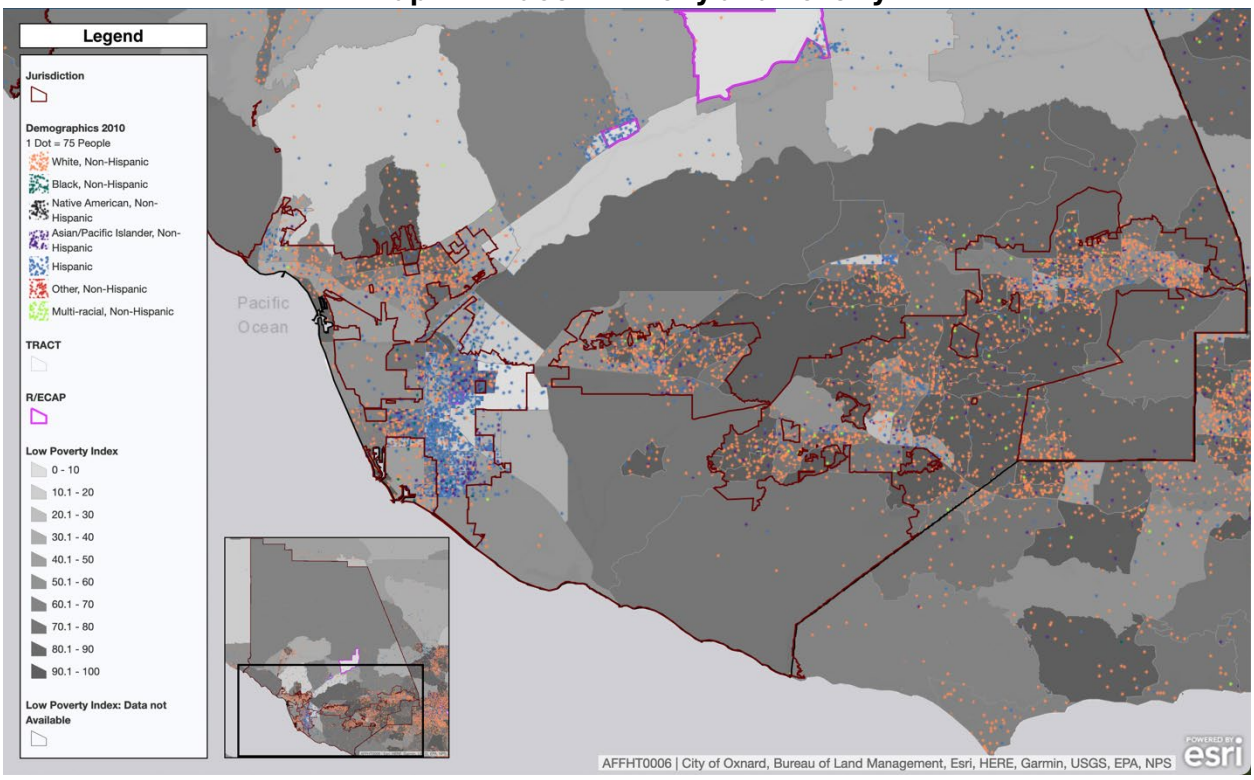
- *Oxnard* has lower index values than the county overall, indicating that residents in the city are more likely to live in high poverty areas than residents in other parts of the county. In Oxnard, the pattern and scale of disparity between racial/ethnic groups is similar to that in the county overall.
- *Simi Valley*, *Camarillo,* and *Thousand Oaks* have higher index values than county overall, indicating that residents in these cities have better access to low poverty areas than residents in other parts of the county. Simi Valley and Camarillo have little disparity in access across racial/ethnic groups. In Thousand Oaks, disparities in access to low poverty areas between racial/ethnic groups are similar to the county overall, with the exception of Black residents living below the poverty line, who have the highest index values of any group, meaning they are most likely to live in low poverty areas.
- *San Buenaventura* has index values and patterns of disparity between racial/ethnic groups that are broadly similar to the county overall, though the scale of the disparities is smaller.

Describe the role a person's place of residence plays in their exposure to poverty.

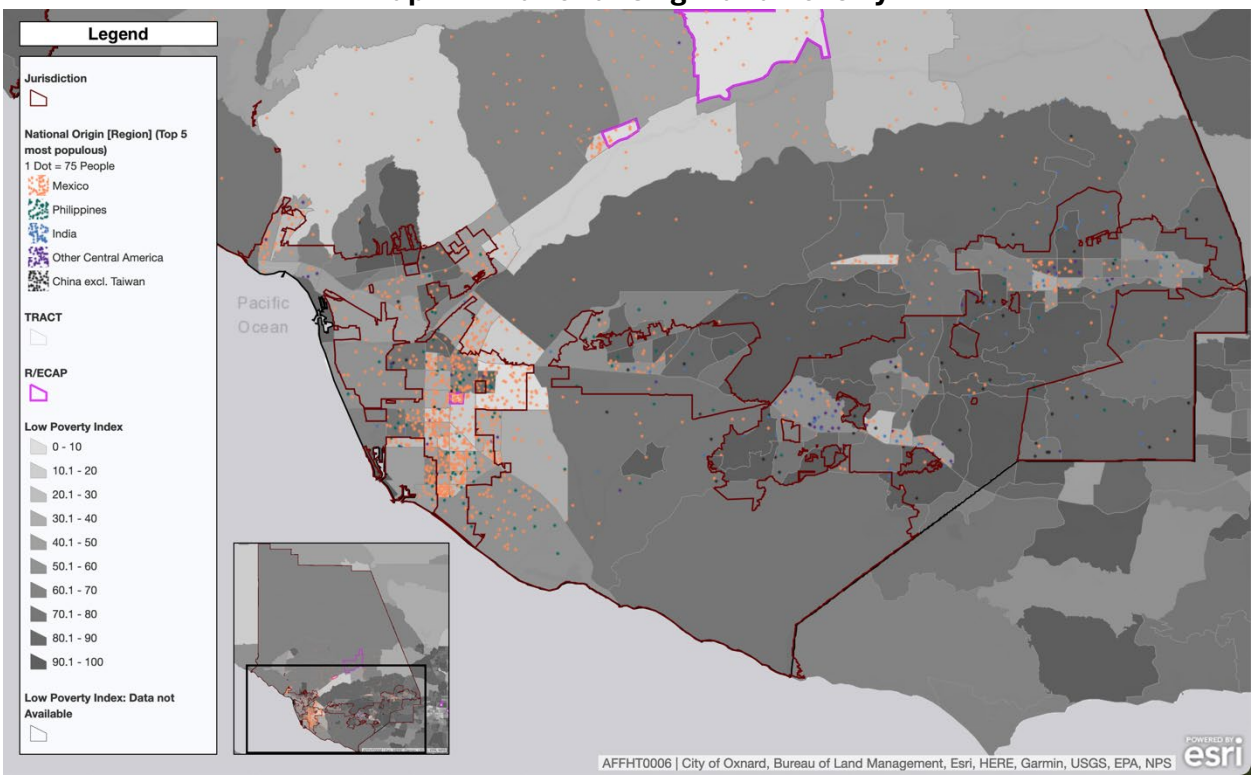
Map 12 – Demographics and Poverty is a series of three maps showing the Low Poverty Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index values, which means they are areas

with less exposure to poverty. The maps show that, in Ventura County, the areas with the lowest index values, meaning the highest exposure to poverty are: the R/ECAP tracts in Santa Paula and Fillmore; central Oxnard, including the R/ECAP tract; east Oxnard; and the area north of San Buenaventura. Additionally, Central Oxnard and the R/ECAP tract in Santa Paula also have high concentrations of Hispanic residents, foreign-born residents of Mexican origin, and families with children.

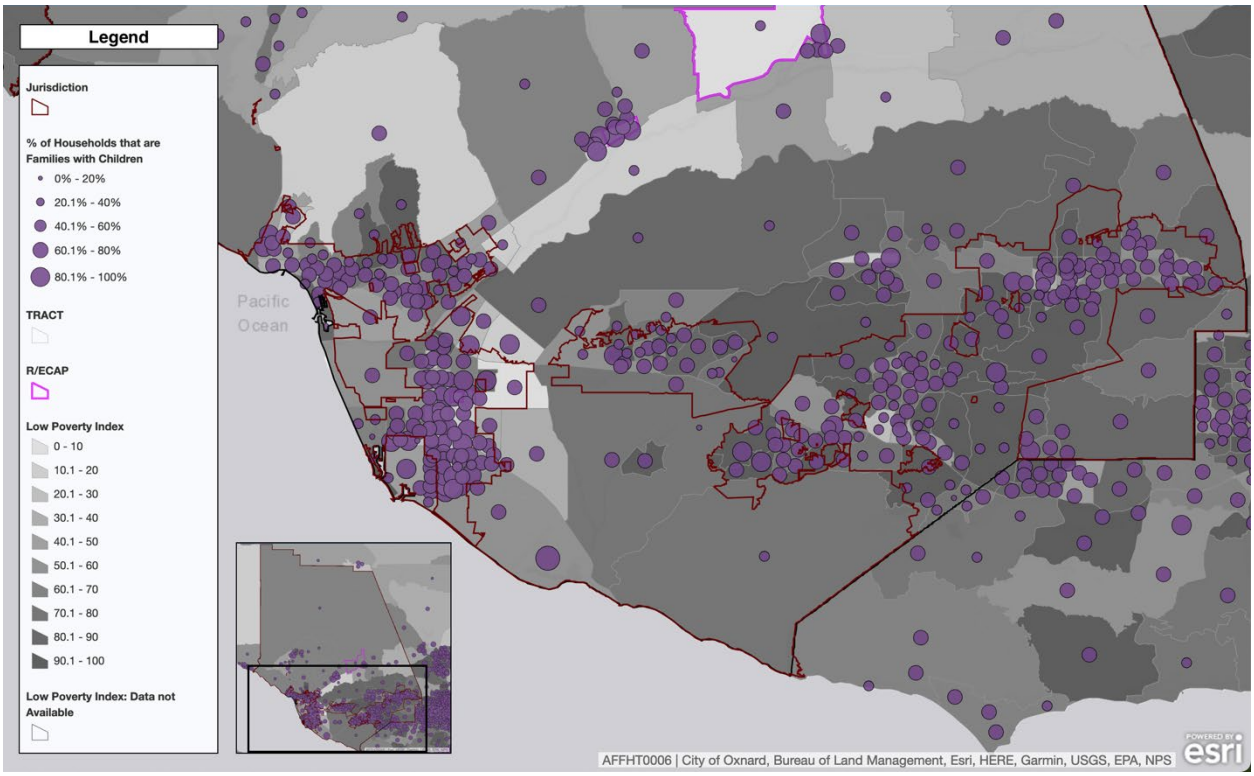
Map 12 – Race/Ethnicity and Poverty



Map 12 – National Origin and Poverty



Map 12 – Family Status and Poverty



Describe which racial/ethnic, national origin or family status groups are most affected by poverty.

According to the above analysis of the data in Table 12 and Map 12, Hispanic residents overall are more likely than other racial/ethnic groups in the county to live in areas of poverty. Native American and Hispanic residents living below the federal poverty line are the most likely of any racial/ethnic group to live in areas of poverty. As mentioned above, Central Oxnard and the R/ECAP in Santa Paula, which have high levels of poverty, also have high concentrations of Hispanic residents, foreign-born residents of Mexican origin, and families with children.

The table below, titled "Poverty by Race/Ethnicity and National Origin", shows data from the 2016-2020 ACS on poverty rates by race/ethnicity and national origin. The table shows that, countywide, Native Americans have highest poverty rate (22.7%), followed by Hispanic and Black residents (12% and 10.2% respectively). White and AAPI residents have the lowest poverty rates (6.7% and 6% respectively). Additionally, foreign born residents are more likely to live in poverty than native born residents: 10.3% of foreign-born residents live below the poverty line compared to 8.6% of native-born residents.

Table – Poverty by Race/Ethnicity and National Origin

	Ventura County, CA			Camarillo, CA		
	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)
Total Population	833,203	74,449	8.94%	67,476	4,606	6.83%
Race/Ethnicity						
White, Non-Hispanic	375,232	24,997	6.66%	38,151	2,186	5.73%
Black	14,452	1,477	10.22%	1,439	141	9.80%
Hispanic	355,976	42,622	11.97%	19,504	1,745	8.95%
Asian or Pacific Islander	62,640	3,778	6.03%	6,246	461	7.38%
Native American	6,839	1,552	22.69%	332	43	12.95%
National Origin						
Foreign Born	178,985	18,366	10.26%	9,846	920	9.34%
Native	654,218	56,083	8.57%	57,630	3,686	6.40%
	Oxnard, CA			San Buenaventura (Ventura city), CA		
	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)
Total Population	205,859	23,850	11.59%	106,959	10,301	9.63%
Race/Ethnicity						
White, Non-Hispanic	27,907	2,661	9.54%	57,624	5,174	8.98%
Black	4,609	360	7.81%	1,791	273	15.24%
Hispanic	154,605	19,787	12.80%	39,366	4,331	11.00%
Asian or Pacific Islander	14,685	814	5.54%	4,448	280	6.29%
Native American	2,774	837	30.17%	1,219	70	5.74%
National Origin						
Foreign Born	70,165	8,147	11.61%	15,475	1,504	9.72%
Native	135,694	15,703	11.57%	91,484	8,797	9.62%
	Simi Valley, CA			Thousand Oaks, CA		
	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)	Total Population	Population Living Below Poverty Rate (#)	Population Living Below Poverty Rate (%)
Total Population	125,270	9,365	7.48%	125,814	8,591	6.83%
Race/Ethnicity						
White, Non-Hispanic	72,904	4,073	5.59%	85,445	5,414	6.34%
Black	1,760	247	14.03%	1,893	322	17.01%
Hispanic	30,696	3,634	11.84%	22,145	2,062	9.31%
Asian or Pacific Islander	15,354	1,096	7.14%	12,422	663	5.34%
Native American	502	22	4.38%	377	85	22.55%
National Origin						
Foreign Born	22,614	2,125	9.40%	21,932	1,841	8.39%
Native	102,656	7,240	7.05%	103,882	6,750	6.50%

Note 1: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

5. Access to Environmentally Healthy Neighborhoods

Describe any disparities in access to environmentally healthy neighborhoods by protected class groups.

Table 12 includes an *Environmental Health Index*, which captures the potential exposure to harmful toxins in a neighborhood. Higher index values indicate less exposure to harmful toxins, and therefore better environmental quality, in a neighborhood. The table shows that index values for residents in Ventura County are relatively low overall. This indicates that all residents, regardless of race/ethnicity, have poor access to environmentally healthy neighborhoods. There are small disparities among race/ethnic groups. For instance, Hispanic and Black residents have the lowest index scores; and White, non-Hispanic, residents have the highest index scores.

Describe how a person's place of residence affects their access to environmentally healthy neighborhoods.

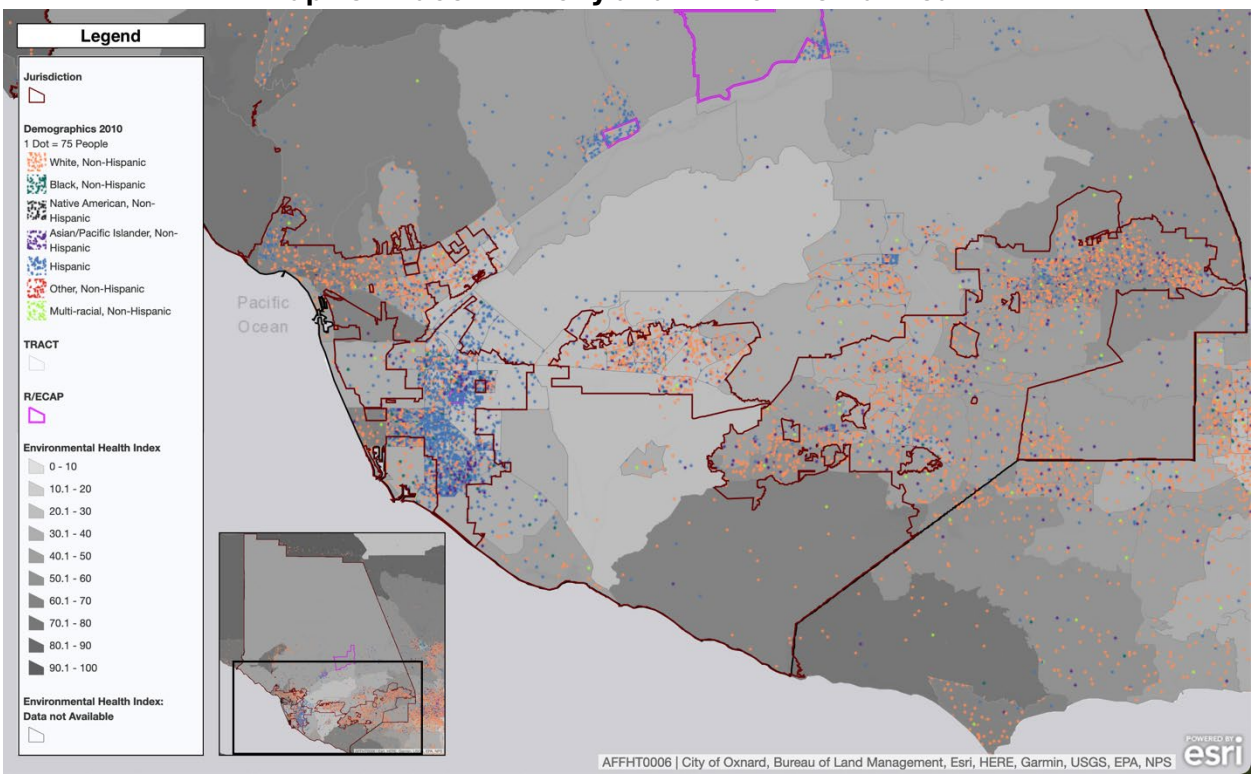
Table 12 shows there are disparities between the participating jurisdictions in terms of ability of residents to access environmentally healthy neighborhoods:

- *Camarillo* has the lowest Environmental Health Index scores, indicating residents of this city have less access to environmentally healthy neighborhoods than do residents in other parts of the county. Camarillo residents living below the poverty line tend to have even less access to environmentally healthy neighborhoods than the overall population.
- *Oxnard* also has lower index scores across all racial/ethnic groups when compared to the county overall. Within the city, White, non-Hispanic, residents have slightly better access than other groups.
- *Thousand Oaks* has average index scores when compared to the County and other entitlement jurisdictions. The index score does not vary significantly between residents living above or below the poverty line indicating relatively uniform neighborhoods regarding environmental health within Thousand Oaks.
- *Simi Valley* has the highest index scores, indicating residents of this city have the best access to environmentally healthy neighborhoods. Simi Valley residents across all racial/ethnic groups have similar access to environmentally friendly neighborhoods.
- *San Buenaventura* also has higher index scores than the county as a whole, and residents across racial/ethnic groups have similar access to environmentally friendly neighborhoods. Residents below the poverty line have better access than the population as a whole for each racial/ethnic group.

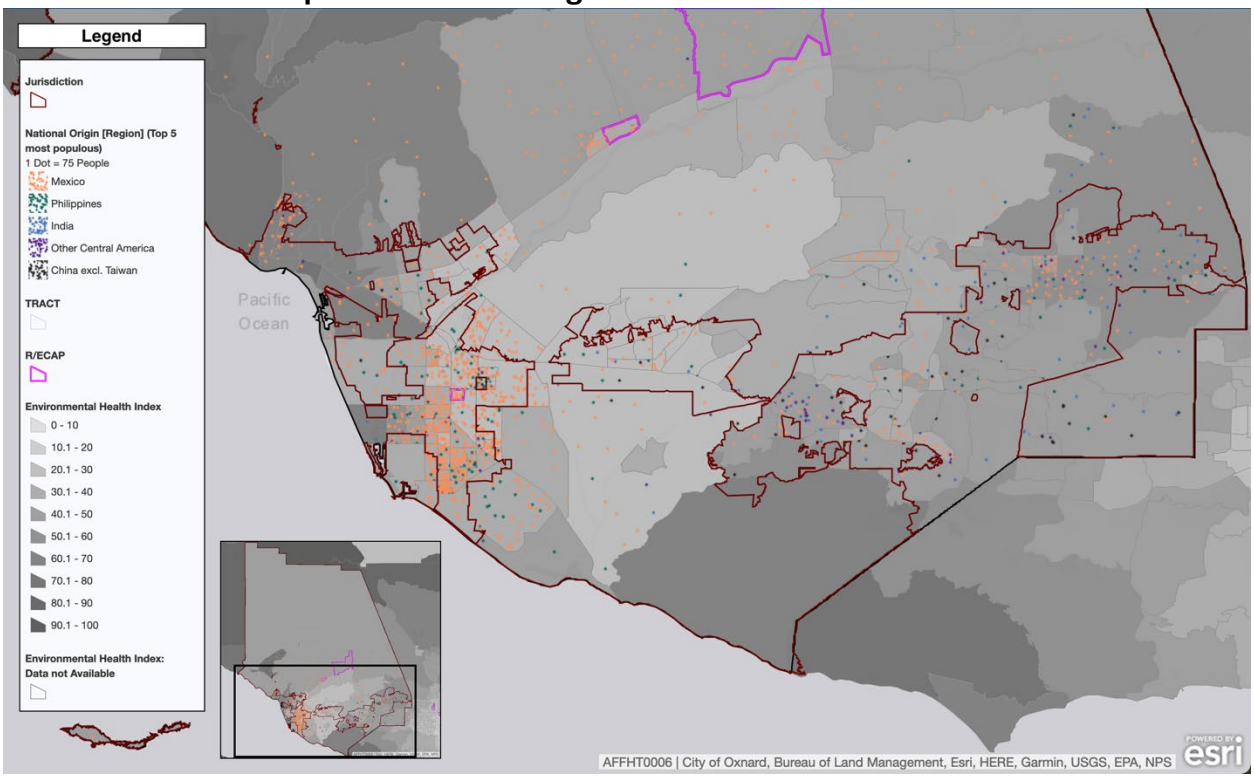
Map 13 – Demographics and Environmental Health is a series of three maps showing the Environmental Health Index and population distribution by race/ethnicity, national origin, and family type. On these maps, the areas with darker shading have higher index values, which means they are areas with less exposure to harmful toxins and therefore higher environmental quality. The maps show that the areas with best access to environmentally healthy neighborhoods are in:

- The eastern part of Simi Valley
- The western part of San Buenaventura
- Along the coast in the southern part of the county (to the southwest of Thousand Oaks)
- In the county to the north and northwest of San Buenaventura

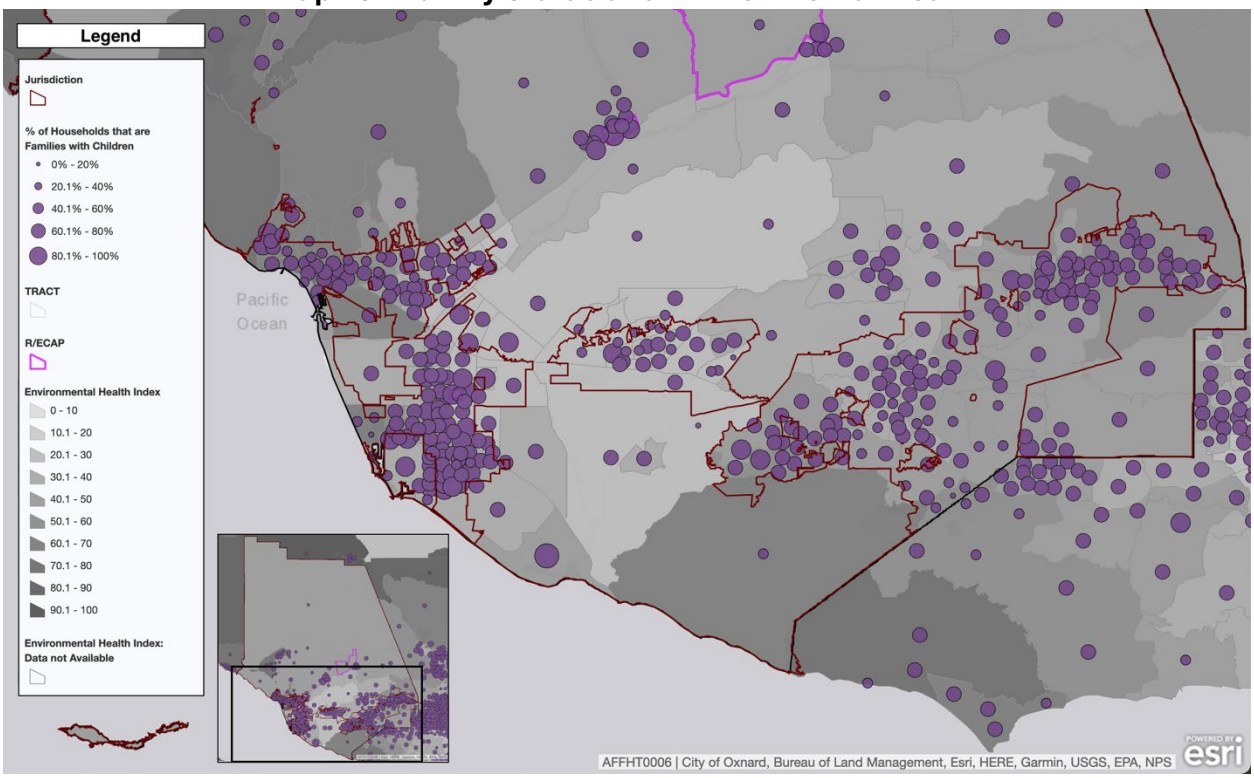
Map 13 – Race/Ethnicity and Environmental Health



Map 13 – National Origin and Environmental Health



Map 13 – Family Status and Environmental Health



6. Disability and Access

Describe the barriers that deny individuals with disabilities access to opportunity and community assets.

Table 13 – Disability by Type, below, shows the percentage of residents with different kinds of disabilities living in Ventura County and in each participating jurisdiction. In both the County overall and each participating jurisdiction, the most prevalent form of disability is ambulatory difficulty: 5.5% of the County population lives with an ambulatory difficulty. The second-most common disability in the County is independent living difficulty: 4:43% of county residents have an independent living difficulty. This is also the second-most common disability in all participating jurisdictions except San Buenaventura, where cognitive difficulty is the second-most common disability after ambulatory difficulty.

Table 13 – Disability by Type

	Ventura County, CA		Camarillo, CA		Oxnard, CA	
Disability Type	**#**	**%**	**#**	**%**	**#**	**%**
Hearing difficulty	27,958	3.31%	2,667	3.89%	5,027	2.42%
Vision difficulty	16,794	1.99%	1,090	1.59%	3,990	1.92%
Cognitive difficulty	35,674	4.22%	2,418	3.53%	7,924	3.81%
Ambulatory difficulty	46,530	5.50%	3,651	5.32%	11,135	5.36%
Self-care difficulty	21,434	2.53%	1,801	2.63%	5,593	2.69%
Independent living difficulty	37,472	4.43%	2,720	3.97%	9,290	4.47%
	San Buenaventura (Ventura city), CA		**Simi Valley, CA**		**Thousand Oaks, CA**	
Disability Type	**#**	**%**	**#**	**%**	**#**	**%**
Hearing difficulty	4,315	3.98%	3,982	3.17%	4,129	3.23%
Vision difficulty	2,507	2.31%	2,660	2.12%	2,177	1.71%
Cognitive difficulty	5,469	5.04%	6,189	4.92%	4,556	3.57%
Ambulatory difficulty	6,892	6.35%	7,764	6.17%	6,374	4.99%
Self-care difficulty	2,536	2.34%	3,444	2.74%	2,813	2.20%
Independent living difficulty	5,114	4.71%	6,440	5.12%	5,381	4.22%

Note 1: All % represent a share of the total population within the jurisdiction or region.

Note 2: Data Sources: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

The tables below, titled "Filed Discrimination Complaints, Ventura County 2020-2024", summarize data on fair housing discrimination cases filed in Ventura County between 2020-2024. These cases were either filed with HUD or the agency participating in HUD's Fair Housing Assistance Program (FHAP). Over this period, there were a total of 69 cases filed, as shown in the first table. Most cases (66.7%) were due to discrimination that was, in part, based on the disability status of the person filing the complaint.

Filed Discrimination Complaints
Ventura County 2020-2024

Basis for Case (Individual Cases)	Number of Cases
Color, National Origin	1
Disability	33
Disability, Familial Status	2
Disability, Retaliation	7
Familial Status	4
National Origin	5
National Origin, Disability	1
National Origin, Sex, Disability	1
Race	2
Race, Color	1

Race, Disability	1
Race, Disability, Retaliation	1
Race, National Origin	1
Race, Retaliation	2
Religion	1
Retaliation	1
Sex	3
Sex, Retaliation	2
Grand Total	**69**

Basis for Case (Summary by Protected Status)	Number of Cases	Percent of Cases
Color	2	2.9%
Disability	46	66.7%
Familial Status	6	8.7%
National Origin	9	13.0%
Race	8	11.6%
Religion	1	1.4%
Sex	6	8.7%

Source: HUD FHEO

These data were supported by information provided through the stakeholder consultations. Accessibility was reported as a common complaint, and accessible housing was often identified as being substandard. One stakeholder organization stated that because not a lot of new affordable housing is being built in the county, the housing stock is aging and there is increased need for reasonable accommodations, which landlords don't always respond to.

7. Publicly Supported Housing and Access

Describe the ways in which residents of publicly supported housing, by protected class group, experience disparities in access to opportunity.

As noted in the analysis above, central and south Oxnard, as well as Santa Paula, have high concentrations of publicly supported housing and are also areas with lower access to educational and employment opportunities. This is evident by their relatively low index scores on the School Proficiency Index, Job Proximity Index, and Labor Market Index. These areas also have high concentrations of poverty as demonstrated by their classification as R/ECAPs and their low scores on the Low Poverty Index.

8. Patterns in Disparities in Access to Opportunity

Identify and discuss any overarching patterns of access to opportunity and exposure to adverse community factors. Include how these patterns compare to patterns of segregation, integration, and R/ECAPs. Also identify areas that experience: (a) high access; and (b) low access across multiple indicators.

As noted throughout the analysis above, in Ventura County:

- Hispanic residents are least likely to have access to neighborhoods with good schools and high labor force participation and human capital, and most likely to live in neighborhoods with high exposure to poverty and worse environmental health.
- Black and Native American residents are also more likely to live in high poverty areas and have less access to neighborhoods with high labor force participation and human capital. Black residents of the county also have the highest unemployment rate of any group.
- Native Americans living below the poverty line have limited access to neighborhoods with high performing schools and proximity to employment centers.

Regarding the geographic distribution of opportunities:

- Residents in central and south Oxnard and in Santa Paula have less access to various opportunities than residents in other parts of the county, including residents in the other participating jurisdictions. This includes less access to neighborhoods that have good schools, are in proximity to employment centers, have high labor force participation rates and human capital, and have less concentrated poverty. These areas are also home to concentrations of Hispanic residents, foreign-born residents of Mexican origin, and families with children. Finally, these areas also overlap with two of the R/ECAPs in the county (in Oxnard and Santa Paula).
- Conversely, residents in Thousand Oaks and Camarillo have the best access to neighborhoods with good schools, proximity to employment centers, high labor force participation and human capital, and less poverty.

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

In the 2021-2029 Housing Elements prepared and adopted by each jurisdiction, the following factors were identified that contribute to the patterns described above:

In unincorporated Ventura County,

- Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods that still exists today.
- Infrastructure constraints restrict development of high-density housing in most of the unincorporated county, where higher-density housing is most needed.

In Camarillo,

- High cost of housing in rental and ownership markets and, specifically, limited affordability in High Opportunity Areas.
- Lack of vacant land for new development.
- High cost of land and construction, which disincentivizes developers from constructing affordable housing projects.
- Lack of public transportation, which is an impediment to those who cannot or do not drive a car.
- Lack of available accessible housing options for seniors and persons with disabilities.

In Oxnard,

- Limited availability of high-ranked schools throughout the city.
- Shortage of public access to recreational facilities and parkland.

In San Buenaventura,

- Concentration of higher quality schools in eastside areas.
- Lack of access to local jobs.
- Location near environmental pollutants (freeways).
- Lack of private investment.
- Lack of public investments in specific neighborhoods, including services or amenities.

In Simi Valley,

- Concentration of special needs groups.
- Location and type of affordable housing.
- Lack of private investment.
- Lack of sidewalks, pedestrian crossings, and other infrastructure.

In Thousand Oaks,

- Lack of access to local jobs.
- Location near environmental pollutants (freeways).
- Lack of private investment.
- Lack of public investments in specific neighborhoods, including services or amenities.

E. Disproportionate Housing Needs

Describe which groups (by race/ethnicity and familial status) experience higher rates of housing cost burden, overcrowding, or substandard housing when compared to other groups. Describe which groups also experience higher rates of severe housing cost burdens when compared to other groups.

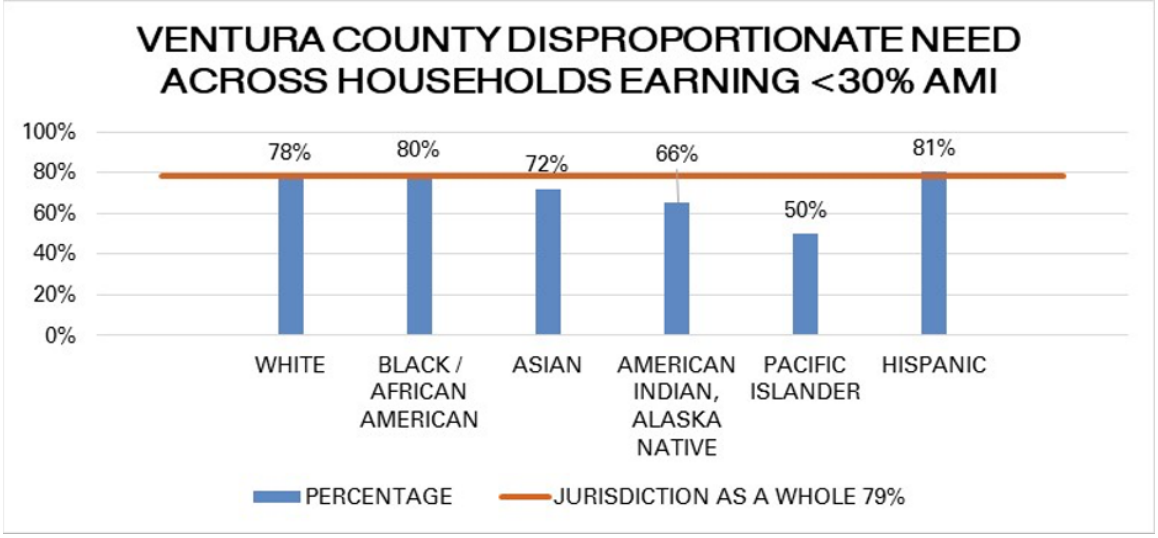
For the 2025 Regional Consolidated Plan (ConPlan), Ventura County analyzed 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data to determine if particular race/ethnic groups at various income levels disproportionately experience any of the following four *housing problems*:

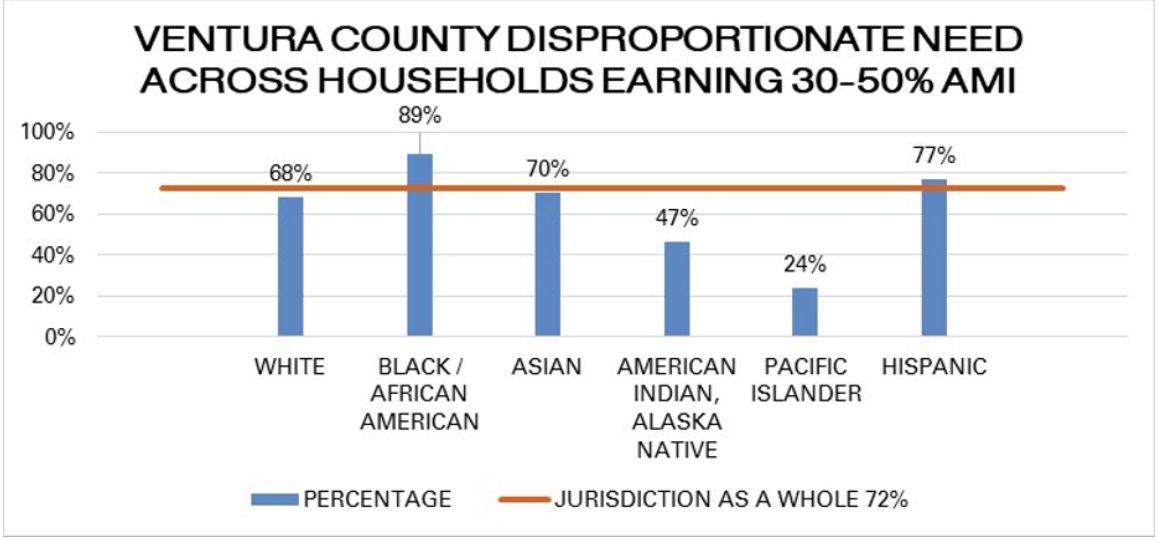
- Lacks complete kitchen facilities: Household lacks a sink with piped water, a range or stove, or a refrigerator.
- Lacks complete plumbing facilities: Household lacks hot and cold piped water, a flush toilet, and a bathtub or shower.
- Overcrowding: A household is considered overcrowded if there are more than 1.01 people per room.
- Cost burden: A household is considered cost burdened if the household pays more than 30% of its total gross income for housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

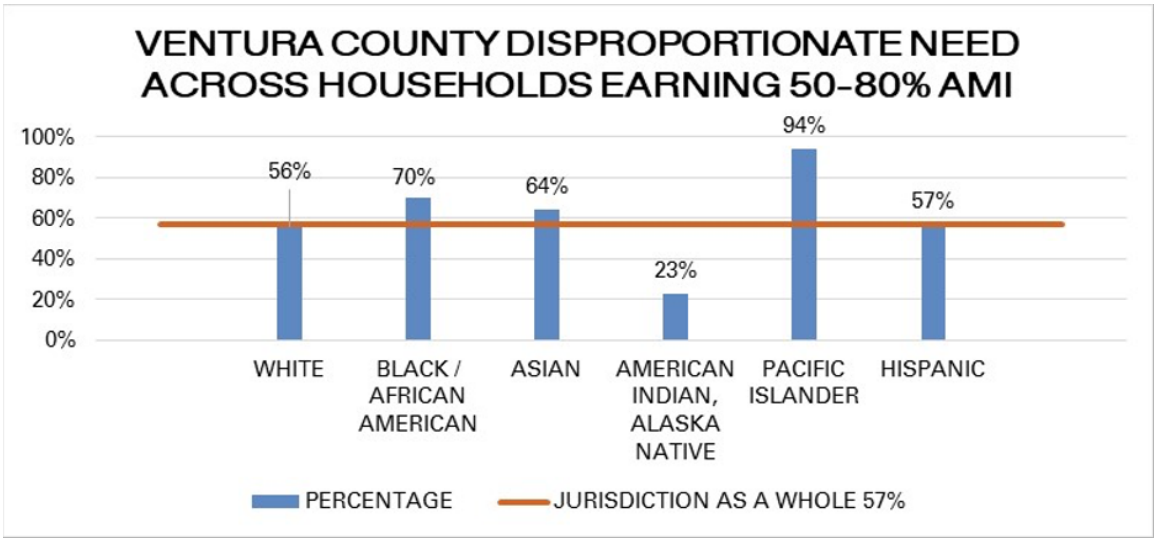
A disproportionately greater need exists when members of a racial or ethnic group in a certain income range experience housing problems at a greater rate (10 percentage points or more) than the rate of housing problems experienced by all households within that income level. According to the charts below, which are included in the ConPlan analysis:

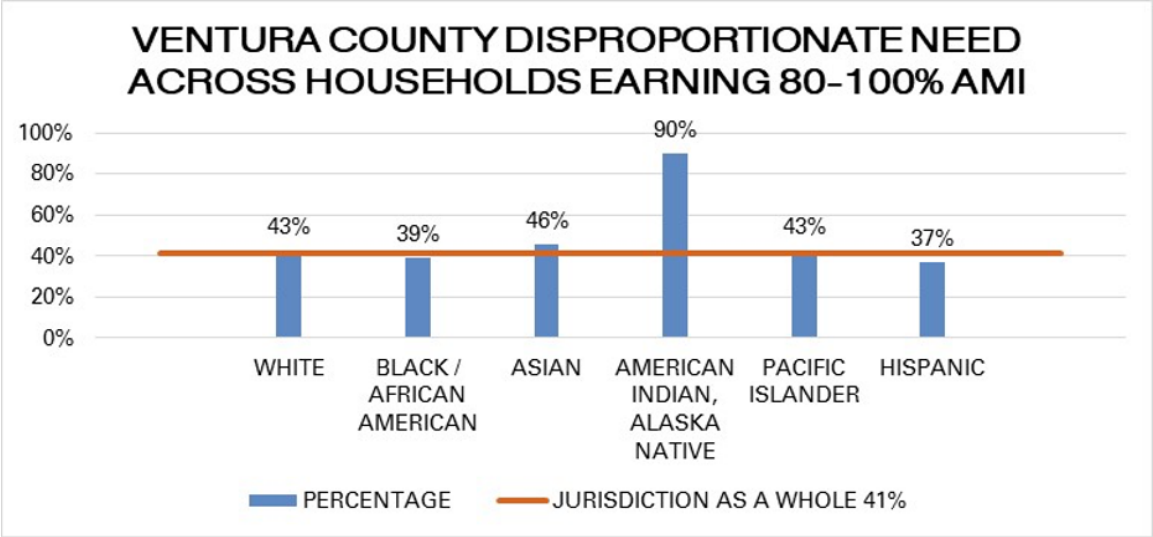
- Black/African American households have disproportionate housing needs in the 30-50% AMI and 50-80% AMI ranges.
- Pacific Islander households have disproportionate housing needs in the 50-80% AMI range.
- American Indian and Alaska Native households have disproportionate housing needs in the 80-100% AMI range.

Disproportionate Need Across Households with Housing Problems




VENTURA COUNTY DISPROPORTIONATE NEED ACROSS HOUSEHOLDS EARNING 30-50% AMI
100%
80%
60%
40%
20%
0%
68%
89%
70%
47%
24%
77%
WHITE
BLACK / AFRICAN AMERICAN
ASIAN
AMERICAN INDIAN, ALASKA NATIVE
PACIFIC ISLANDER
HISPANIC
PERCENTAGE
JURISDICTION AS A WHOLE 72%


VENTURA COUNTY DISPROPORTIONATE NEED ACROSS HOUSEHOLDS EARNING 50-80% AMI
100%
80%
60%
40%
20%
0%
56%
70%
64%
23%
94%
57%
WHITE
BLACK / AFRICAN AMERICAN
ASIAN
AMERICAN INDIAN, ALASKA NATIVE
PACIFIC ISLANDER
HISPANIC
PERCENTAGE
JURISDICTION AS A WHOLE 57%


VENTURA COUNTY DISPROPORTIONATE NEED ACROSS HOUSEHOLDS EARNING 80-100% AMI
100%
80%
60%
40%
20%
0%
43%
39%
46%
90%
43%
37%
WHITE
BLACK / AFRICAN AMERICAN
ASIAN
AMERICAN INDIAN, ALASKA NATIVE
PACIFIC ISLANDER
HISPANIC
PERCENTAGE
JURISDICTION AS A WHOLE 41%

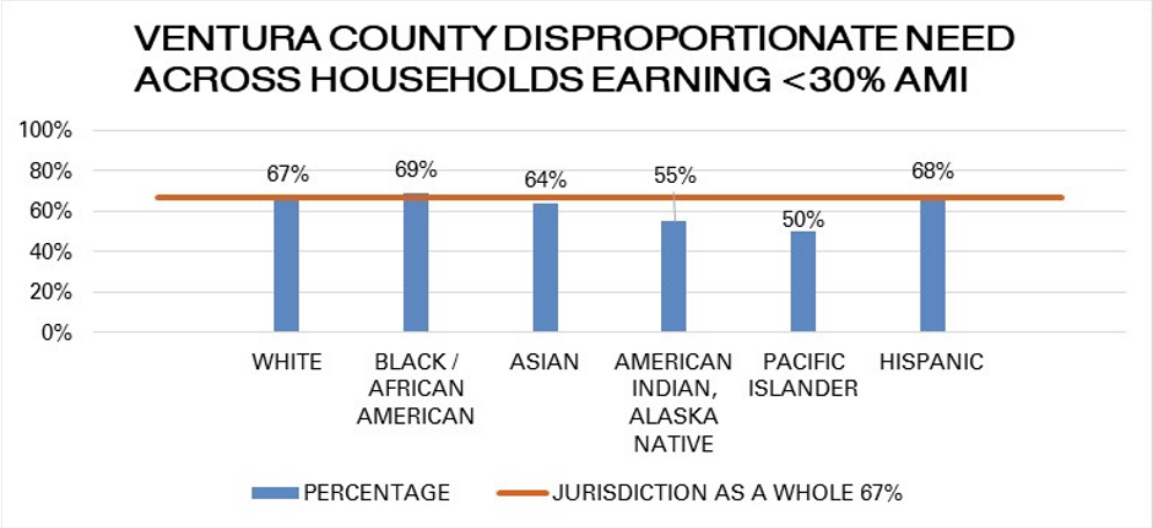
The ConPlan also analyzes the disproportionate impact of *severe housing problems* by race/ethnicity. Similar to housing problems, severe housing problems are defined as:

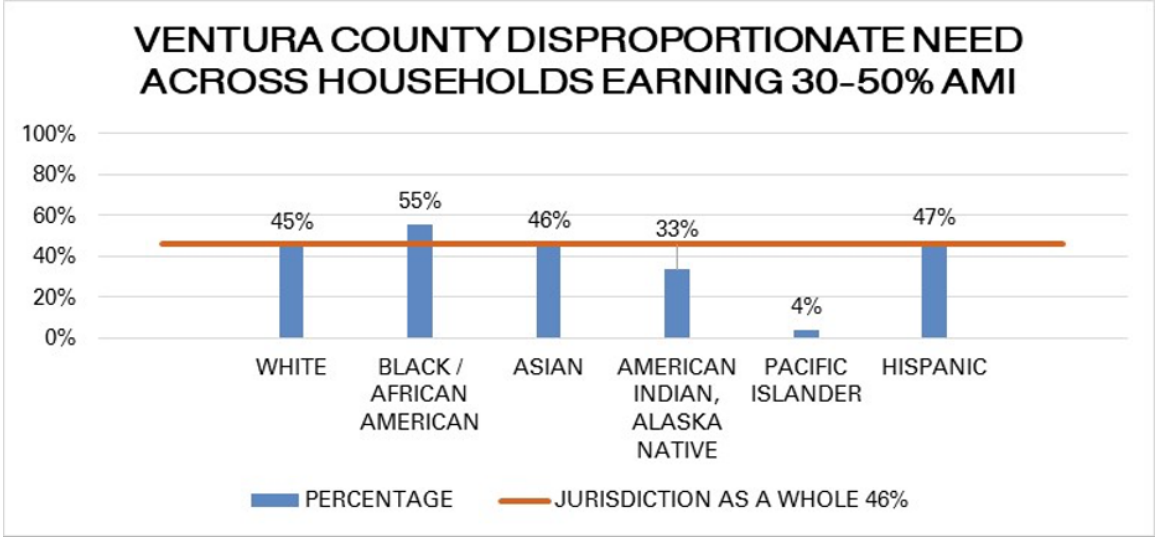
- Lacks complete kitchen facilities: Household does not have a stove/oven and refrigerator.
- Lacks complete plumbing facilities: Household does not have running water or modern toilets.
- Severe overcrowding: A household is considered severely overcrowded if there are more than 1.5 people per room.
- Severe cost burden: A household is considered severely cost burdened if the household pays more than 50% of its total income for housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

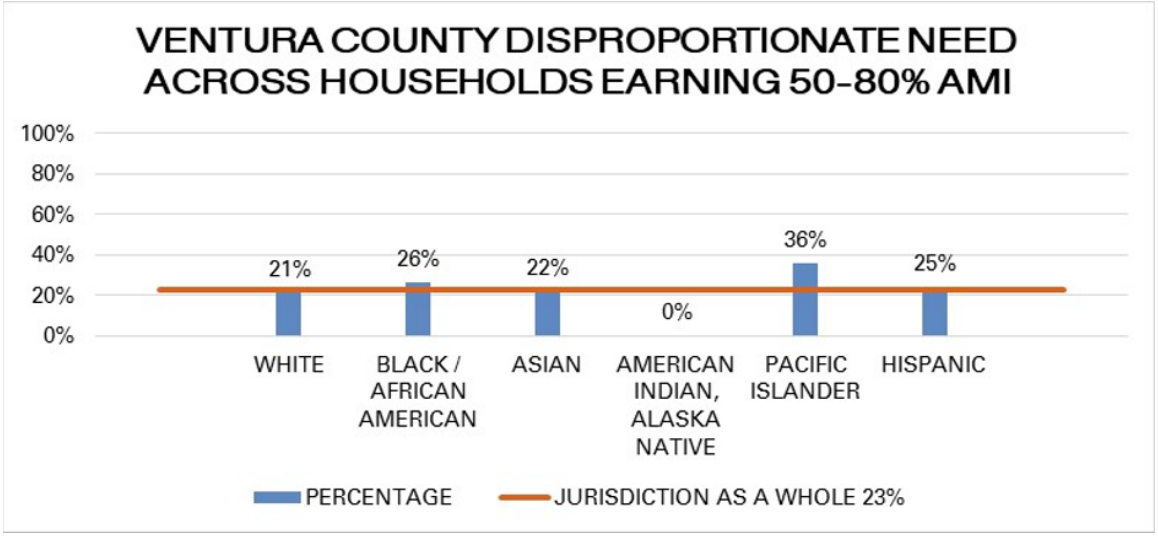
Within each income level, certain groups experience disproportionate need (defined above). According to the charts below, which are included in the ConPlan analysis:

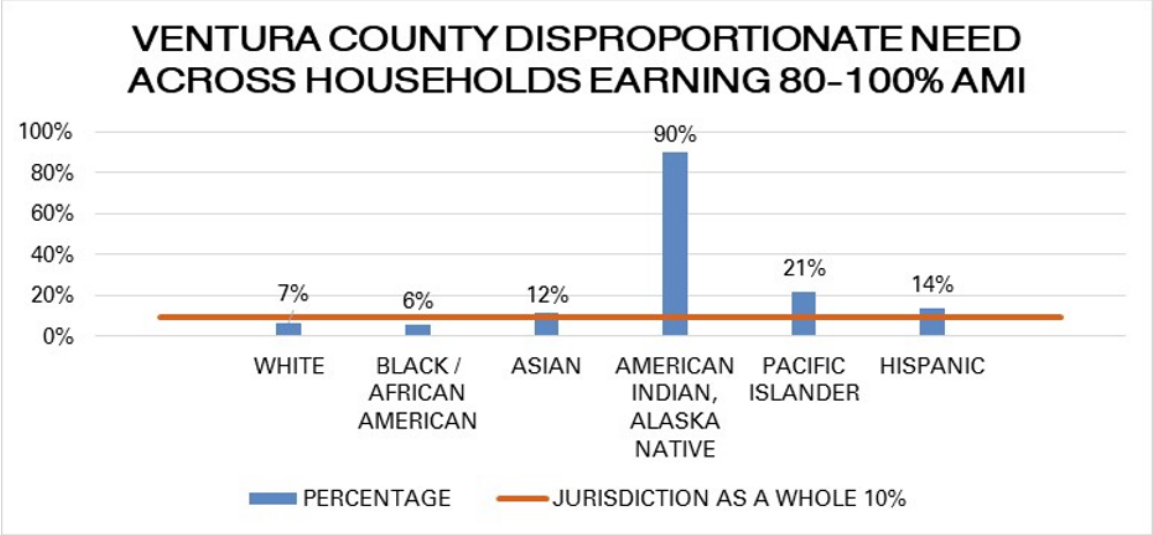
- Pacific Islander households have disproportionate severe housing needs in the 50-80% and 80-100% AMI ranges.
- American Indian and Alaska Native households have disproportionate severe housing needs in the 80-100% AMI range.

Disproportionate Need Across Households with Severe Housing Problems









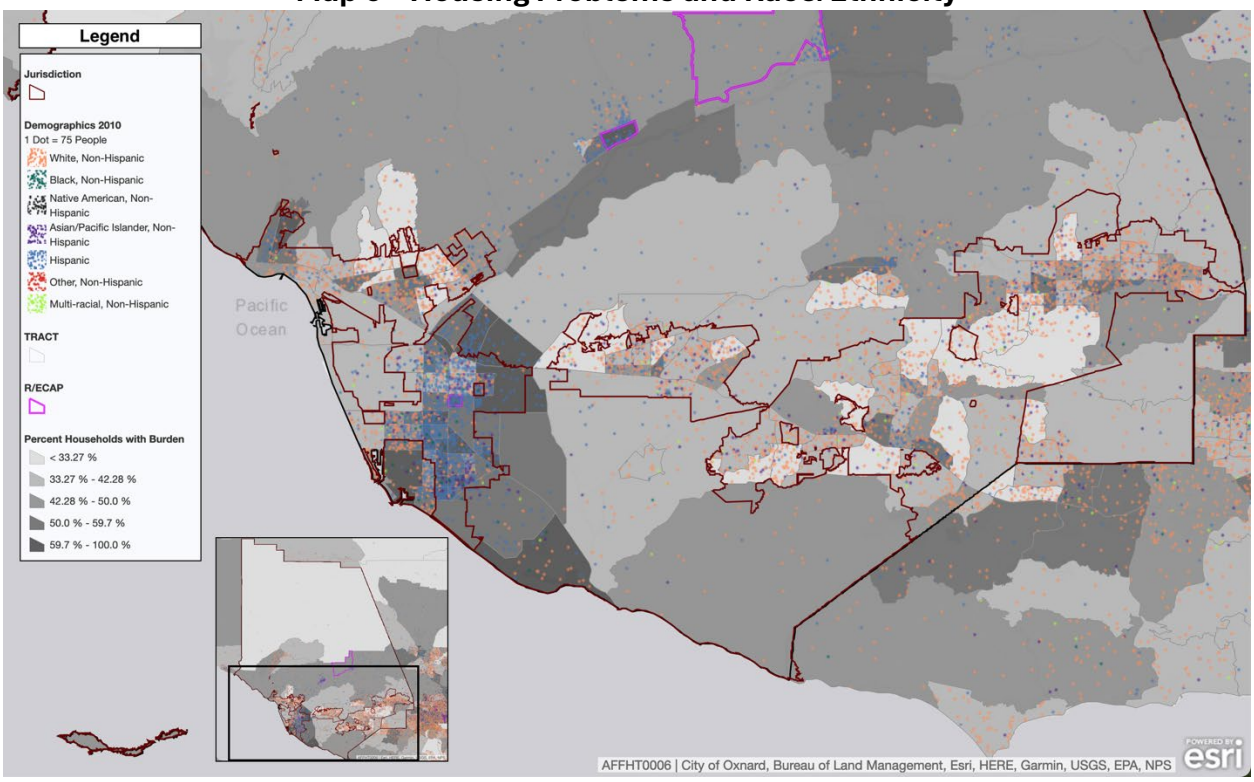
Identify which areas experience the greatest housing burdens. Describe which of these areas align with segregated areas, integrated areas, or R/ECAPs, and the predominant race/ethnicity or national origin groups in such areas.

Map 6 – Housing Problems is a series of maps showing concentrations of households experiencing one or more housing burdens and population distribution by race/ethnicity and national origin. On these maps, areas with darker shading have a higher percentage of households experiencing at least one housing burden. Housing burdens in this context are the following: cost burden, defined as paying more than 30% of income for monthly housing costs including utilities; overcrowding; lacking a complete kitchen; and lacking plumbing. The maps show that the areas with highest percentages of households experiencing at least one housing burden are:

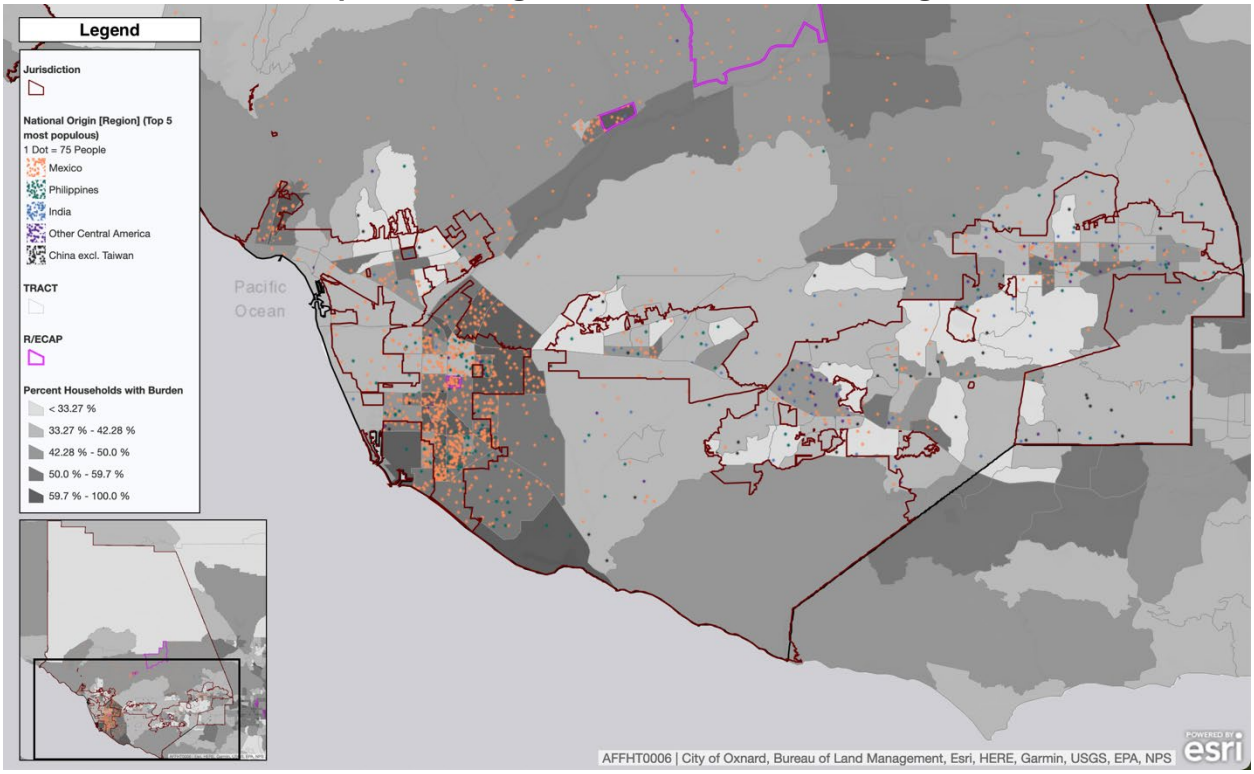
- Central and south Oxnard, including the R/ECAP tract
- Northeast Oxnard and areas just outside the city's boundary
- Santa Paula, including the R/ECAP tract
- Central and northwest San Buenaventura

These areas have high concentrations of Hispanic residents (in Oxnard and Santa Paula), and foreign-born residents of Mexican origin (in Oxnard, Santa Paula, and northwest San Buenaventura).

Map 6 – Housing Problems and Race/Ethnicity



Map 6 – Housing Problems and National Origin



Describe the differences in rates of renter and owner occupied housing by race/ethnicity.

The table below, titled "Homeownership and Rental Rates by Race/Ethnicity", shows the percentages of households that are renters and homeowners by race/ethnicity, based on data from the 2016-2020 American Community Survey. The table shows large disparities in homeownership rates between racial/ethnic groups in the county: AAPI households have the highest rate of homeownership (75%), followed by White, non-Hispanic households (70%). Hispanic, Black, and Native American households have significantly lower homeownership rates (49%, 45%, and 42% respectively). This same pattern of racial/ethnic disparities holds within each participating jurisdiction, though the actual rates of homeownership vary.

- *Simi Valley* and *Thousand Oaks* have the highest homeownership rates.
- *Oxnard* and *San Buenaventura* have the lowest homeownership rates.
- *Camarillo* has a homeownership rate that is comparable to the county overall.

Table - Homeownership and Rental Rates by Race/Ethnicity

	Ventura County, CA					Camarillo, CA				
	All Occupied Units	Owner-Occupied		Renter-Occupied		All Occupied Units	Owner-Occupied		Renter-Occupied	
	#	#	%	#	%	#	#	%	#	%
All Occupied Housing Units	271,639	172,037	63%	99,602	37%	24,429	15,586	64%	8,843	36%
Race/Ethnicity of Householder										
White, Non-Hispanic	157,353	110,558	70%	46,795	30%	16,765	11,484	68%	5,281	32%
Black	4,502	2,031	45%	2,471	55%	254	81	32%	173	68%
Hispanic (any race)	84,299	41,548	49%	42,751	51%	4,877	2,296	47%	2,581	53%
Asian or Pacific Islander	19,484	14,708	75%	4,776	25%	2,128	1,544	73%	584	27%
Native American	1,812	769	42%	1,043	58%	89	40	45%	49	55%
	Oxnard, CA					San Buenaventura (Ventura city), CA				
	All Occupied Units	Owner-Occupied		Renter-Occupied		All Occupied Units	Owner-Occupied		Renter-Occupied	
	#	#	%	#	%	#	#	%	#	%
All Occupied Housing Units	51,020	27,827	55%	23,193	45%	40,841	22,652	55%	18,189	45%
Race/Ethnicity of Householder										
White, Non-Hispanic	11,820	7,510	64%	4,310	36%	26,950	16,306	61%	10,644	39%
Black	1,577	811	51%	766	49%	563	157	28%	406	72%
Hispanic (any race)	32,897	16,151	49%	16,746	51%	10,634	4,638	44%	5,996	56%
Asian or Pacific Islander	3,938	3,048	77%	890	23%	1,633	995	61%	638	39%
Native American	717	178	25%	539	75%	339	131	39%	208	61%
	Simi Valley, CA					Thousand Oaks, CA				
	All Occupied Units	Owner-Occupied		Renter-Occupied		All Occupied Units	Owner-Occupied		Renter-Occupied	
	#	#	%	#	%	#	#	%	#	%
All Occupied Housing Units	42,902	30,695	72%	12,207	28%	46,341	32,154	69%	14,187	31%
Race/Ethnicity of Householder										
White, Non-Hispanic	28,938	21,518	74%	7,420	26%	35,027	25,586	73%	9,441	27%
Black	581	268	46%	313	54%	650	299	46%	351	54%
Hispanic (any race)	7,709	4,413	57%	3,296	43%	5,447	2,732	50%	2,715	50%
Asian or Pacific Islander	4,410	3,685	84%	725	16%	4,373	3,168	72%	1,205	28%
Native American	146	120	82%	26	18%	140	69	49%	71	51%

Note 1: Data presented are numbers of households, not individuals.
Note 2: Data Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Describe the public or private policies or practices, demographic shifts, economic trends, or other factors that may have caused or contributed to the patterns described above.

In the 2021-2029 Housing Elements prepared and adopted by each jurisdiction, the following factors were identified that contribute to the patterns described above.

In unincorporated Ventura County,

- High cost of repairs or rehabilitation for older housing stock.
- Lack of affordable housing.
- Lack of economic mobility for protected classes.

In Camarillo,

- High cost of housing in ownership market.
- The cost of home repairs and rehabilitation can be an obstacle for low- and moderate-income homeowners.
- Deferred maintenance can result in severe housing problems for older housing units.

In Oxnard,

- Limited availability of affordable units in a range of sizes.
- Unaffordable rents and home prices.
- Lack of partnerships with affordable housing developers.
- High costs of repairs or rehabilitation.

In San Buenaventura,

- Age of housing stock.
- Limited availability of affordable units in a range of sizes.
- The Thomas Fire, which destroyed multi-family housing and led to rent increases.

In Simi Valley,

- Substandard housing conditions.
- Age of housing stock.
- High cost of repairs and rehabilitation.

In Thousand Oaks,

- Increasing rental prices.
- Age of housing stock.
- The limited availability of affordable units in a range of sizes.

F. Local and State Policies and Practices Impacting Fair Housing

Describe how local laws, policies, ordinances, and other practices impede or promote fair housing (including how they impede or promote the siting or location of affordable housing in well-resourced neighborhoods, and equitable access to homeownership and other asset building and economic opportunities).

As described above, each jurisdiction has identified various public and/or private policies and practices that have contributed to the fair housing issues identified in this AI. These include:

- Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods that still exists today.
- Infrastructure constraints that restrict development of high-density housing in parts of the county, as well as a lack of public investment in specific neighborhoods.
- Insufficient public investment in fair housing education, outreach, and testing.
- Lack of public transportation in some disadvantaged communities.

Regarding local laws, policies, ordinances, and other practices that promote fair housing, the State of California mandates that each jurisdiction in the state prepare a General Plan, a part of which is the Housing Element. The purpose of the Housing Element is to identify the community's housing needs; state the community's goals and objectives for housing production, rehabilitation, and conservation to meet those needs; and define the policies and programs that the community will implement to achieve the stated goals and objectives. The Housing Element must be updated every 8 years and promotes fair housing in the following ways:

- In the Housing Element, jurisdictions must identify and address (by removing, if feasible) all governmental constraints to housing maintenance, improvement, and development.
- Housing Elements must also include an assessment of fair housing practices, examination of the relationship of available housing sites to areas of high opportunity, and actions to affirmatively further fair housing. The actions to affirmatively further fair housing that are included by jurisdictions in their Housing Element comprise a comprehensive set of local policies and practices that promote fair housing—these are listed in more detail in the Fair Housing Goals section, below.

Describe any state or local fair housing laws and the characteristics protected under each law.

In the State of California, the Fair Employment and Housing Act (FEHA) and the Unruh Civil Rights Act prohibit discrimination in housing based on the following characteristics:

- Race
- Color
- National origin (including language use restrictions)
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (disability)
- Age
- Ancestry
- Citizenship
- Gender Identity and Gender Expression
- Genetic Information

- Immigration Status
- Marital Status
- Primary Language
- Sexual Orientation
- Source of Income
- Military or veteran status

Describe efforts to increase fair housing compliance and enforcement capacity, and to ensure compliance with existing fair housing and civil rights laws and regulations.

The County of Ventura and all the participating jurisdictions contract with the Housing Rights Center of Los Angeles (HRC) a private, non-profit organization to assist each jurisdiction with fulfilling their fair housing obligations and to provide fair housing services. HRC's mission is to actively support and promote fair housing through education, advocacy, dispute resolution and litigation to the end that all persons can secure the housing they desire and can afford, without regard to personal characteristics protected by law. Services offered through HRC include free landlord/tenant counseling, housing discrimination investigation, community outreach and education on fair housing laws. In addition, HRC enforces and performs investigations into housing discrimination by lenders and landlords throughout Ventura County.

The services provided by HRC are augmented by the State of California's Department of Fair Employment and Housing (DFEH), which has the authority to investigate and prosecute violations of state civil rights laws on a state-wide basis, including the use of discriminatory language in housing advertisements. DFEH dual-files fair housing cases with HUD's Region IX Office of Fair Housing and Equal Opportunity (FHEO), as part of the Fair Housing Assistance Program.

Describe the status of any unresolved findings, lawsuits, enforcement actions, settlements, or judgments in which the program participant has been a party related to fair housing or other civil rights laws in the jurisdiction.

Countywide, a total of 69 housing discrimination cases were opened between January 2020 and November 2024 (when this report was prepared). As shown in the table below, twenty-one cases (30.4% of the total) were based on allegations made by persons residing in the County outside the participating cities. Among the participating cities, most cases originated in San Buenaventura (15 cases, or 21.7% of all filed cases), followed by Oxnard (11 cases, or 15.9% of all filed cases), Camarillo (8 cases, 11.6% of all filed cases), and Simi Valley and Thousand Oaks (7 cases each, 10.1% of all filed cases each).

Filed Discrimination Complaints by Jurisdiction, Ventura County 2020-2024

Jurisdiction	Cases Filed	Percent of All Cases Filed

Camarillo	8	11.6%
Oxnard	11	15.9%
Simi Valley	7	10.1%
Thousand Oaks	7	10.1%
Ventura	15	21.7%
Other Jurisdictions	21	30.4%

Source: HUD FHEO

As discussed above, reports of discrimination based on disability comprised the majority of cases (66.7%), followed by national origin (13%), race (11.6%), familial status (8.7%), sex (8.7%), color (2.9%), and religion (1.4%). (Note that these percentages equal more than 100% when summed because some cases allege discrimination based on multiple protected class elements).

As shown in the table below, over half of the complaints (55.1%) were closed after it was determined by HUD that there was no reasonable cause to believe that discrimination occurred ("no cause determination"). Another 17.4% were successfully settled/conciliated and approximately 11.6% were either withdrawn by the complainant or closed due to the complainant failing to cooperate. As of November 1, 2024, 15.9% (11 cases) were still open.

Filed Discrimination Complaints by Closure Reason, Ventura County 2020-2024

Case Closure Reason	Number of Cases	Percent of All Cases
Complainant failed to cooperate	2	2.9%
Complaint withdrawn by complainant after resolution	3	4.3%
Complaint withdrawn by complainant without resolution	3	4.3%
Conciliation/settlement successful	12	17.4%
No cause determination	38	55.1%
Open cases as of 11/1/24	11	15.9%

Source: HUD, FHEO

IV. Fair Housing Issues and Goals

A. Fair Housing Issues

The following fair housing issues were identified in the analysis above.

Segregation

There is moderate segregation in the county between White and Hispanic residents, due to concentration of Hispanic residents in Oxnard and outside of the other participating cities (which are majority white). (Table 3 and Table 1). There are also concentrations of Hispanic

residents in Oxnard and Santa Paula, and concentrations of foreign-born residents of Mexican origin and Spanish-speaking LEP residents in Oxnard, Santa Paula, and Fillmore R/ECAPs. Additionally, there are concentrations of publicly supported housing in Oxnard and Santa Paula (Map 5).

R/ECAPs

There are R/ECAPs in Oxnard, Santa Paula, and Fillmore. Hispanic households in the HCV program are more likely to reside in R/ECAPs than non-Hispanic HCV program participants.

Disparities in Access to Opportunities

Various protected class groups experience disparities in access to opportunities, including:

- Hispanic residents, who are least likely to have access to neighborhoods with good schools and high labor force participation and human capital, and most likely to live in neighborhoods with high exposure to poverty and worse environmental health.
- Black and Native American residents, who are also more likely to live in high poverty areas and have less access to neighborhoods with high labor force participation and human capital. Black residents of the county also have the highest unemployment rate of any group.
- Native Americans living below the poverty line, who have limited access to neighborhoods with high performing schools and proximity to employment centers.

Geographically, residents in central/south Oxnard and Santa Paula have less access to various opportunities than residents in other parts of the county, including the other participating jurisdictions. This includes less access to neighborhoods with good schools, proximately to employment centers, high labor force participation rates and human capital, and less concentrated poverty. These areas are also home to concentrations of Hispanic residents, foreign-born residents of Mexican origin, and families with children. Finally, these areas also overlap with two of the R/ECAPs in the county (in Oxnard and Santa Paula).

Conversely, residents in Thousand Oaks and Camarillo have the most access to neighborhoods with good schools, proximity to employment centers, high labor force participation and human capital, and less poverty.

Disproportionate Housing Problems

Various protected class groups experience disproportionate housing problems, including

- Black/African American households, who have disproportionate housing needs in the 30-50% AMI and 50-80% AMI ranges.
- Pacific Islander households, who have disproportionate housing needs in the 50-80% AMI range, and disproportionate severe housing needs in the 50-80% and 80-100% AMI ranges.

- American Indian and Alaska Native households, who have disproportionate housing needs in the 80-100% AMI range and disproportionate severe housing needs in the 80-100% AMI range.

Geographically, the areas of the county with the highest percentages of households experiencing at least one housing burden are:

- Central and south Oxnard, including the R/ECAP tract
- Northeast Oxnard and areas just outside the city's boundary
- Santa Paula, including the R/ECAP tract
- Central and northwest San Buenaventura

These areas have high concentrations of Hispanic residents (in Oxnard and Santa Paula), and foreign-born residents of Mexican origin (in Oxnard, Santa Paula, and northwest San Buenaventura).

Disparities in Access to Homeownership

Hispanic, Black, and Native American households have significantly lower homeownership rates (49%, 45%, and 42% respectively) than AAPI and White, non-Hispanic, residents (75% and 70% respectively). Rates of homeownership vary across cities: Simi Valley and Thousand Oaks have the highest homeownership rates; and Oxnard and San Buenaventura have the lowest homeownership rates.

B. Fair Housing Goals

This section identifies the factors that create, contribute to, perpetuate, or increase the severity of the fair housing issues identified through the analysis above, and lists the goals and actions each jurisdiction will take to address those contributing factors in order to Affirmatively Further Fair Housing. The goals and actions listed below are included in each jurisdiction's approved and adopted 2021-2029 Housing Element.

1. Ventura County

Fair Housing Issue	**Contributing Factors**
Segregation and R/ECAPs	Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods. Rural and agricultural communities (along Highway 126) have more affordable housing opportunities overall. These communities are primarily home to Hispanic/Latino, low- and moderate-income households, including farmworkers.

	Infrastructure constraints restrict development of high-density housing in most of the unincorporated county; therefore, county is limited in rezoning for higher density development in unincorporated communities which need it most. Lack of community support for high-density affordable housing. Limited housing opportunities for persons with disabilities.

Goals and Meaningful Actions:

Encourage home share partnerships to provide affordable housing options in exchange for services to assist senior resident homeowners.

Continue the rent control program for mobile home parks, which provides housing for lower income residents in high resource areas.

Encourage construction of ADUs to increase supply of affordable housing, especially in high resource areas. Annually monitor the production of ADU's to ensure that the County projection of 70 units per year is being achieved.

Increase services and amenities to improve access to opportunity in low resource areas.

Provide training to landlords on fair housing laws and encourage them to market their rental units in high resource areas to voucher holders.

Increased testing and more persistent enforcement of fair housing laws.

Actively recruit residents from low-opportunity/disadvantaged communities to serve or participate on boards, committees and other local government bodies.

Amend County Ordinances and implement new state housing laws that mandate the use of only objective standards to approve residential projects, including projects for the special needs population.

Fair Housing Issue	Contributing Factors
Disparities in Access to Opportunities	Past racially restrictive covenants and school district gerrymandering caused segregation in schools and neighborhoods.

	Infrastructure constraints restrict development of high-density housing in most of the unincorporated county; therefore, county is limited in rezoning for higher density development in unincorporated communities which need it most.

Goals and Meaningful Actions:

Placement of New Residential Uses: Within designated disadvantaged communities, the County shall discourage the establishment of new residential and other sensitive land uses near incompatible industrial land uses unless appropriate mitigations or design consideration can be included.

County Investment Priorities: The County shall prioritize investment in infrastructure, services, safety net programs and other assets that are critical to future economic vitality, including public safety, healthcare, library services, water supply and quality, transportation, energy, and environmental resources. This investment shall consider equity in investment opportunities to designated disadvantaged communities, including designated Opportunity Zones under the federal Tax Cuts and Jobs Act of 2017. The focus of these efforts shall be to improve social equity and opportunity for all.

Supporting Industries Fitting County Needs: The County shall strive to attract industries based on existing and projected workforce demographics, educational attainment, skills, and commute patterns, and which provide opportunities to residents living in designated disadvantaged communities.

Grocery Stores in Underserved Communities: The County shall strive to attract and retain high-quality, full-service grocery stores and other healthy food purveyors in Existing Communities and adjacent urban areas, particularly in underserved areas.

Fair Housing Issue	**Contributing Factors**
Disproportionate Housing Problems	Costs of repairs or rehabilitation for older housing stock. Lack of affordable housing.

Goals and Meaningful Actions:

Safe and Sanitary Homes Education and Outreach: The County shall engage with agencies, non-profit organizations, landlords, property owners and tenants in Disadvantaged Communities to disseminate information to educate about indoor mold and lead hazards, methods for reduction, and prevention.

Housing Affordability: The County shall continue to work with cities and community organizations to implement best practices, pursue funding, and implement programs that reduce the cost of housing.

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Homeownership	Unaffordable home prices in coastal communities. Costs of repairs or rehabilitation for older housing stock. Lack of economic mobility for protected classes.
Goals and Meaningful Actions: Provide down payment assistance to eligible potential homeowners. Guide eligible homeowners in identifying resources for rehabilitation assistance.	

2. Camarillo

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Opportunities	Concentration of protected persons, including, but not limited to, persons with disabilities and LMI households, in lower resource areas due to the following: • Disparities in access to housing opportunities due to high cost of housing in rental and ownership markets; and specifically, limited affordability in High Opportunity Areas. • Lack of vacant land for new development as the city is nearing build-out. • High cost of land and construction disincentivize developers to construct affordable housing projects. • Lack of public transportation is an impediment to those who cannot or do not drive a car if arrival times are not convenient, not frequent, and overall have long travel times. • Lack of available accessible housing options for seniors and persons with disabilities.

	•

Goals and Meaningful Actions:

Increase affordable housing options in high opportunity areas through the following actions:

- Encourage a range of housing options across all income categories, including affordable housing, to allow residential mobility. Provide technical assistance and information (such as the residential sites inventory) to advocacy groups, non-profit housing, and other local and regional organizations that can assist in identifying housing need and the development of housing for low- and moderate-income households.
- Encourage transit-oriented development to better connect workers with jobs.
- Encourage development of ADA compliant rental housing units, and promote universal design principles in new developments to help people with physical disabilities live in a house without modification. Specifically, have a goal of developing 30 units for seniors and/or special needs households between 2021-2029.
- By December 2025, conduct a review of the Municipal Code requirements to explore opportunities to revise and ensure design standards to not impede the development of affordable housing.
- By January 2026, review zoning ordinance and identify opportunities to reduce constraints on the development of housing types, and amend Zoning Ordinance by January 2028.

Address housing discrimination through the following actions:

- Expand education and outreach efforts to landlords on fair housing laws through media outlets available to City. Provide multilingual content when appropriate.
- Contract for fair housing services with the Housing Rights Center to include fair housing testing for discriminatory practices, issues, and trends impacting both renters and homebuyers, and require routine reporting of activity.
- At least once annually between 2021-2029, conduct or facilitate informational events regarding fair housing laws and available resources in English and Spanish. Prioritize property owners and residents residing in high displacement risk areas (neighborhoods between Temple Avenue, Lewis Road, Highway 101, Las PosasRoad, and East Ponderosa Drive) and provide informational materials and/or provide trainings in accessing financial resources for housing rental or purchase.

Fair Housing Issue	**Contributing Factors**

Disproportionate Housing Problems	Home repairs and rehabilitation can be an obstacle for low- and moderate-income homeowners. Deferred maintenance can result in severe housing problems for older housing units.

Goals and Meaningful Actions:

Promote and facilitate the availability of housing rehabilitation programs to address deferred maintenance of the housing stock, and to make accessibility improvements. Provide multilingual content when appropriate. Specific actions to be taken include:

- Utilize CDBG funding to facilitate the rehabilitation of six housing units annually between 2021-2029.
- Develop an outreach strategy to connect with property owners who own less than 10 single-family or multi-family residential units to assess needs and assist them with obtaining available resources including rehabilitation loan financing programs and affordable housing development incentives.

Fair Housing Issue	Contributing Factors
Disparities in Access to Homeownership	Disparities in access to housing opportunities due to high cost of housing in rental and ownership markets. High cost of land and construction disincentivize developers to construct affordable housing projects.

Goals and Meaningful Actions:

Implement first time homebuyer down payment assistance program to provide homeownership opportunities to very low-, low-, and moderate-income households. Provide multilingual content when appropriate.

Include low-income households in the outreach efforts to inform of special local, state, and federal homebuyer assistance in partnership with lending institutions, local associations of realtors, and fair housing providers. Provide multilingual content when appropriate.

By January 2026, conduct an educational seminar to assist residents in applying for first time homebuyer down payment assistance programs. Increase participation in first time homebuyer programs by at least 20 percent between 2021-2029.

3. Oxnard

Fair Housing Issue	Contributing Factors
Segregation	Low-income households are concentrated due to the following factors: • Coastline neighborhoods are more desirable, and therefore more costly than urban core. • Availability of rentals that accept Housing Choice Vouchers. • Availability of affordable units in a range of sizes.
Goals and Meaningful Actions: Use land use, zoning, and development standards to address barriers to housing choices in high-opportunity areas, such as ADUs and minimum lot sizes. Facilitate lot consolidation for development of affordable housing in high opportunity areas, by reducing setbacks and/or parking requirements, waiving Parcel Assemblage/Lot Consolidation fees for targeted parcels, and fast-tracking application reviews for affordable housing developments. Encourage landlords in high resource areas to market their rental units to Section 8 voucher holders. To do this, Oxnard Housing Authority will expand their landlord outreach and engagement efforts. Encourage mixed-use and mixed-income development in non-residential zones, including in the Business Research Park (BRP) Zone through a BRP Overlay Zone. Encourage construction of ADUs in high resource areas by distributing information to homeowners via informational flyers in monthly bills, additional information on the City's website, and/or public service announcements on Oxnard TV channel.	

Fair Housing Issue	Contributing Factors
R/ECAPs	Availability of rentals that accept Housing Choice Vouchers. Linguistic isolation of non-English speaking households. Limited economic mobility opportunities.
Goals and Meaningful Actions:	

Provide training to landlords on fair housing laws and encourage them to market their rental units in high resource to voucher holders.

Distribute information regarding fair housing, tenant rights, rehabilitation grants, rehabilitation loans, first-time homebuyer programs, and Section 8 programs. These efforts will include the following:

- Work with Ventura County Department of Health and Housing Rights Center to track fair housing issues and identify patterns in the City, including meeting annually to check on the status of active cases. The City will support Ventura County and Housing Rights center to increase public education and outreach on neighborhoods identified as being areas of linguistic isolation, as well as continuing to assist in the investigation and resolution of complaints of housing discrimination, including, where merited, targeted testing. This increased outreach shall include, beginning in 2024, at least one educational outreach campaign annually in an area of linguistic isolation, targeting a minimum of at least 25 households in such areas with multi-lingual fair housing education resources. The City will use its partnerships with community-based organizations that work with the Oxnard Mixteco community to provide access to information and resources, and will invite those organizations to participate in the City's Annual Housing Element workshop.
- Continue working with Ventura County groups who promote expanded housing opportunities through various financial assistance initiatives and affordable housing/neighborhood revitalization programs and educates the community about fair-housing and equal housing opportunity, providing housing counseling services and family resource information and referral. Through this partnership, the City will connect with an average of 320 contacts per year. The City will collaborate with these organizations and the Housing Rights Center (which provides materials in seven languages) to disseminate fair housing information in all appropriate languages, and to encourage community participation in workshops, and public hearings, which shall include at least one fair housing outreach and education workshop annually, beginning in 2024, in the areas of linguistic isolation and in Spanish language.

Actively recruit residents from neighborhoods of concentrated poverty to serve or participate on boards, committees, and other local government bodies.

Seek funding for targeted rehabilitation.

Invest in basic infrastructure in low resource areas and areas of future development, including through the following efforts:

- Utilize the City's Climate Action and Adaptation Plan (CAAP) to disseminate community programs to improve climate and resilience citywide with particular attention to disadvantaged community areas as identified in the City's CAAP.

- As part of the City's CIP process, prioritize green infrastructure investment (permeable pavements, infiltration planters, trees, etc.) in areas of concentrated poverty, specifically neighborhoods identified as disadvantaged communities.
- The City's Parks and Recreational Master Plan will assist the City in developing CIP activities to improve access to parks and recreational areas, including seeking funding sources to develop and/or improve parks or recreational areas and programs and/or partnerships to access nearby recreational spaces located on sites that are not City-controlled.
- Implement the City's Bicycle and Pedestrian Facility Master Plan (2011), with consideration to bicycle and pedestrian facilities in R/ECAP areas.

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Opportunities	Availability of high-ranked schools throughout the City. Shortage of public access to recreational facilities and parkland.
Goals and Meaningful Actions: Encourage additional multifamily housing in high-performing school areas, including by using land use, zoning, and development standards to address barriers to housing choices in moderate or higher opportunity areas, such as allowing ADUs and decreasing minimum lot sizes. Work with school districts to attract and retain high-quality teachers. Increase parkland requirements for new developments. Prioritize green infrastructure investment in areas of concentrated poverty.	

Fair Housing Issue	**Contributing Factors**
Disproportionate Housing Problems	Availability of affordable units in a range of sizes. Unaffordable rents and home prices. Lack of partnerships with affordable housing developers. Costs of repairs or rehabilitation.
Goals and Meaningful Actions:	

Provide rehabilitation assistance to approximately 6 homeowners per year through the Citywide Homeowner Repair Program. Implement the Inclusionary Housing Program to increase supply of affordable housing units, with a goal of producing an average of 20 lower-income units per year (18 on site, 2 through in-lieu fees paid). Provide down payment assistance to four households annually, to support new homeownership opportunities. At least half of the households assisted will originate from low resource areas and/or R/ECAP areas in Oxnard. Provide mortgage assistance to homeowners through the Mortgage Credit Certificate program, with a goal of Oxnard residents using at least six Mortgage Credit Certificates per year. Continue working with the Ventura County Consortium to distribute funding and ensure outreach to at least twenty-four households in the areas designated as low resource and/or R/ECAPs in Oxnard. Encourage development of housing for extremely low-income households by assisting developers with site identification, providing local funding, streamlining entitlements, and implementing concessions and incentives. Collaborate with developers to develop affordable housing on City-owned sites. Between 2021-2029, accommodate 193 units affordable to lower income households on city-owned properties in low resource areas. Encourage construction of ADUs to increase supply of affordable housing, with the goal of accommodating at least 320 ADUs between 2021-2029.

4. San Buenaventura

Fair Housing Issue	**Contributing Factors**
Segregation	Location and type of affordable housing, and concentration of HCV use. Lack of private investment. Lack of public investments in specific neighborhoods, including services or amenities. A lack of knowledge of fair housing rights for tenants and responsibilities from landlords, due to the following:

	• Lack of fair housing testing • Lack of monitoring • Lack of targeted outreach • Lack of outreach meeting locations within the City, especially in the Westside NRSA and downtown and midtown communities.

Goals and Meaningful Actions:

Through the Westside Ventura Neighborhood Revitalization Strategy Area (NRSA) plan, continue to target investment on improving community assets (such as infrastructure and public facilities) as well as improving quality of housing and increasing affordable housing (one improvement project in low/moderate income areas each year).

Inform tenants and landlords of the State's Source of Income Protection (SB 329 and SB 222) and the interested parties list for available affordable housing.

Promote access to higher resource areas by locating lower income affordable units and mixed-income developments in areas with high resources.

To attract private investment and the amenities associated with development, remove constraints to development in response to market demands.

Expand awareness of fair housing laws by specifically targeting the Westside NRSA. In partnership with the City's fair housing provider (Housing Rights Center), the following actions will be taken:

- Hold at least two in-person fair housing meetings annually, including one in the Westside NRSA. Meetings will be held at sites that are transit-accessible and/or the provider will consider options to assist residents without vehicle access with transportation; and meetings will be held at a variety of times (daytime and evening). Each year, the goal will be to conduct outreach to 400 residents, landlords, and housing professionals.
- Provide annual training on fair housing laws at public meetings with the intention of hosting additional meetings.
- Utilize non-traditional media (i.e. social media, City website) in outreach and education efforts, in addition to print media and notices. Each year, the goal will be to post 10 Fair Housing related items on non-traditional media.
- Conduct Fair Housing Testing annually (10 tests per year) and include results in the appropriate quarterly report. Tailor outreach and education activities to respond to findings of testing.

Expand outreach and education of the State's Source of Income Protection (SB 329 and SB 222), defining public assistance including HCVs as legitimate source of income for housing. Increase outreach and education to the Westside and southern tracts with

disproportionate needs. By 2029, goal is to increase voucher use in Ventura by 10 percent from 2021 levels.

Fund and maintain a Housing division within the City's Community Development Department, including a Housing Manager, to ensure sufficient capacity in City to advance fair housing goals.

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Opportunities	Location of higher quality schools in eastside areas. Lack of access to local jobs. Location near environmental pollutants (freeways). Lack of private investment. Lack of public investments in specific neighborhoods, including services or amenities.

Goals and Meaningful Actions:

Improve access to opportunities in low resource areas through the following actions:

- Through the Westside NRSA plan, continue to target investment on improving community assets (such as infrastructure and public facilities) as well as improving quality of housing and increasing affordable housing (one improvement project in low/moderate income areas each year).
- Continue to expand economic development opportunities in the Westside NSRA through microenterprise loans and technical assistance, vocational training to westside residents, and partnerships with Ventura Unified School District on Property Uses for Economic Development.
- Prioritize use of CDBG funds and CIP in high segregation and poverty and low resource areas (such as the Westside and Downtown). CDBG funds should be focused on homelessness or housing projects.
- Study the annexation of the Saticoy low resource area to allow for projects and investment to improve the area.
- Coordinate with Public Works to prioritize areas identified as Disadvantaged Communities (SB 535) and low resource areas for actions and improvements. Create a Capital Improvement Plan for 2026-2032 with prioritized funding for Disadvantaged Communities.

Promote access to higher resource areas by locating lower income affordable units and mixed-income developments in areas with high resources. Specific actions include:

- Identify specific City-owned properties that may be made available for residential development.
- Support funding applications by nonprofit developers for affordable housing in high resource areas, with overall goal of building 2,052 lower income units between 2021-2029.
- Support development of 100 student housing units at Ventura College.
- Update inclusionary housing ordinance to expanded Citywide and include rental developments.

Fair Housing Issue	**Contributing Factors**
Disproportionate Housing Problems	Age of housing stock. The availability of affordable units in a range of sizes. Thomas Fire, which destroyed multi-family housing and caused rent increases.

Goals and Meaningful Actions:

Improve the condition of existing housing by using targeted outreach to increase awareness of the City's Home Rehabilitation program in neighborhoods with highest housing burdens.

Market the availability of Mobile Home Rehabilitation Grant Program funding by providing brochures to local mobile home park associations, distributing them at relevant public meetings, and displaying them at the City's public counters, public libraries, and the senior center. Assist an average of 15 households per year.

Increase the availability of affordable rental units through the City's Inclusionary Housing Ordinance.

Combat displacement by offering "first right of refusal" to tenants and advertising new affordable units with Affirmative Marketing Plans.

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Homeownership	The availability of affordable units in a range of sizes.

Goals and Meaningful Actions:

Pursue funding to provide homebuyer assistance to low- and moderate-income households. Between 2021-2029:

- Provide 15-20 Housing Workshops to residents interested in preparing for homeownership
- Provide 20 residents with Down Payment Assistance
- Provide 20 Residents with Housing Counseling Services
- Provide 30 Financial Literacy Workshops to 300 Residents

5. Simi Valley

Fair Housing Issue	Contributing Factors
Segregation	Insufficient and inaccessible outreach and enforcement. Lack of accessible fair housing information and variety of inputs media. Lack of marketing fair housing events such as fair housing conferences, resource meetings, and community meetings.

Goals and Meaningful Actions:

The City will serve 150 people annually with fair housing services, through the following actions:

- Continue the contracting with HRC to provide fair housing services to Simi Valley residents.
- Conduct two fair housing outreach events per year, which may include the landlord-tenant workshop and the homebuyer's education workshop hosted by HRC.
- Increase outreach related to fair housing education and workshop with announcements in monthly City newsletter.
- Expand outreach media on fair housing to City social accounts such as Facebook and Twitter.
- Offer fair housing outreach and education in Spanish and English.

Fair Housing Issue	Contributing Factors
Disparities in Access to Opportunities	Concentration of special needs groups. Location and type of affordable housing. Lack of private investment. Lack of sidewalks, pedestrian crossings, and other infrastructure.

Goals and Meaningful Actions:

Increase access to affordable housing in high resource areas through the following actions:

- Facilitate the development of units affordable to lower-income households in high resource areas (with a portion being targeted for extremely low-income households). Between 2021-2029, develop 20% of new affordable units in high resource areas.
- Facilitate ADU construction in high resource areas by creating and implementing a marketing program to disseminate information about the City's ADU incentives, tools, and resources.
- Promote Lot Consolidation Incentive and Revitalization of Obsolete and Underused Properties policy to facilitate multi-family and mixed-use development in high resource areas. Conduct outreach to interested property owners and developers, with the goal of increasing housing opportunities in high resources areas by 275 units between 2021-2029.
- Continue to promote the use of Section 8 Vouchers by including a fair housing factsheet in ADU/SB 9 applications, especially on source of income protection (SB 329 and SB 222). Assist 700 households annually with vouchers, and increase the use of HCVs in high resource areas by 5 percent between 2021-2029.

Between 2021-2029, commit to one public improvement project annually in low- and moderate-income areas, including:

- Sanitation – Sewer Line Rehabilitation: rehabilitates vitrified clay sewer pipes and asbestos cement sewer pipes, with cured-in-place slipliner.
- Streets and Roads – Barnard Street Bridge Rehabilitation: widening / rehabilitation of the existing bridge on Barnard Street, 0.5 miles west of Stearns Street.
- Waterworks – Water Line Replacement: repair or replace as needed aged/damaged/washed out water lines segments. These segments were identified during the Waterworks Facilities Assessment based on calculated risk of waterline failure based on the asset vulnerability and criticality.

- Waterworks – Water Tank Repair / Replacement: repair or upgrade water tanks that have been in service since 1960, each with capacity of upwards of 1.5 million gallons. In addition, tank interiors need to be re-coated and exterior needs to be painted. The Waterworks Storage Tank System shall meet current seismic code requirements.
- Transit – Bus Stops Improvements: bus shelter addition, maintenance, signage, benches, lighting, and other amenities.
- Transit – Replacement Buses: replace two Compressed Natural Gas (CNG) New Flyer buses (has reached its useful life) with two 35-foot low- or no-emission buses to ensure continued reliability of service while reducing maintenance costs.
- Repairs & Upgrades - Public Library: a variety of repair and upgrades including relocation of the Library bookstore and donation space, exterior lighting improvements, book stack end panels, ADA improvements, interior electrical and lighting improvements, window replacements, carpeting, landscaping of patio areas, and various building renovations and improvements.
- Repairs & Upgrades - Senior Center: a variety of repairs and upgrades including the design and construction of the patio courtyard, design and renovation of the north bathrooms to improve plumbing and accommodate patron needs, replace facility furniture, refinish wood floors in multi-purpose room, and upgrade audio visual needs in the senior facility.

Between 2021-2029, complete eight street improvement projects in low- and moderate-income areas, including the following streets:

- Cochran Street from Tapo Canyon Road to Sequoia Avenue.
- Madera Road from Strathearn Place to Royal Avenue.
- Los Angeles Avenue from Kuehner Drive to Stow Street.
- Stearns Street from Cochran Street to Los Angeles Avenue.
- Sycamore Drive from Royal Avenue to Fitzgerald Road.
- First Street from Royal Avenue to Fitzgerald Road.
- Erringer Road from Royal Avenue to Moore Street.
- Los Angeles Avenue from Sequoia Avenue to Sycamore Drive.

Fair Housing Issue	**Contributing Factors**
Disproportionate Housing Problems	Substandard Housing Conditions. Age of housing stock. Cost of repairs and rehabilitation.

Goals and Meaningful Actions:
Through the City's Home Rehabilitation Program, provide loans to qualified low income homeowners. Target outreach to neighborhoods with older housing stock. Conduct Code Enforcement with emphasis in neighborhoods with older housing stock and refer eligible households to City Home Rehabilitation Program.

6. Thousand Oaks

Fair Housing Issue	**Contributing Factors**
Segregation	• Location and type of affordable housing, and concentration of Housing Choice Vouchers (HCV) use. • Lack of private investment • Lack of public investments in specific neighborhoods, including services or amenities\ •
Goals and Meaningful Actions: Increase the number of people using HCV and work to increase the use of HCVs , by continued outreach and education of the State's Source of Income Protection (SB 329 and SB 222, defining public assistance including HCVs as legitimate source of income for housing). Inform tenants and landlords by posting notices on City's social media platforms, City website and public counter, TOTV, newspaper, and with local stakeholders. Also, ensure Housing Rights Center includes this topic in their outreach events. Facilitate affordable housing development through the following actions: • Adopt Zoning Code update to implement General Plan 2045to ensure a variety of housing types can be accommodated, including but not limited to co-housing, live/work, senior housing, and assisted living, among others. • Continue to implement objective development standards that apply to all residential projects, which define all housing types, including small, medium, and large-scale multifamily buildings. • If City funding is available, issue a NOFA to develop new affordable housing..	

- Continue to implement the City's updated Inclusionary Housing Ordinance and linkage fees program, to ensure that 10 percent of new construction projects are affordable units or units created with in-lieu fees.
- Continue to encourage lower income affordable units in mixed-income developments.
- Continue to explore options for incentivizing housing development for all income levels at shopping mall sites.

Combat discrimination in housing by taking the following actions:

- Continue to host an annual fair housing seminar with the County of Ventura to increase public awareness of fair housing laws and services, conducting increased outreach to neighborhoods that are impacted by low and moderate income concentration, displacement risks, and disproportionate housing needs. Follow up with HRC after meetings to evaluate attendance at locations and modify outreach location or times as necessary based on attendance outcomes.
- Continue to ensure HRC includes outreach and education of the State's Source of Income Protection (SB 329 and SB 222), defining public assistance including HCVs as legitimate source of income for housing. Create a Fair Housing Factsheet to be included in ADU and SB 9 application packets, educating homeowners of their fair housing obligations as potential landlords, including source of income protection (such as use of HCVs).
- Continue to provide fair housing information throughout the City via the City's website, and City facilities. Specifically, utilize non-traditional media (i.e. social media, City website) in outreach and education efforts, in addition to print media and notices.
- Continue to update City's Fair Housing Resource webpage annually.
- Continue to offer Spanish translation services and closed captions at City Council Meetings.
- Continue to encourage residents to sign up for City newsletter by promoting on city website, social media, and at community events.

Fair Housing Issue	**Contributing Factors**
Disparities in Access to Opportunities	• Limited access to local jobs for all residents • Location near environmental pollutants (freeways) • Lack of private investment • Lack of public investments in specific neighborhoods, including services or amenities

Goals and Meaningful Actions:

Achieve diverse community representation on relevant boards and commissions that reflects the demographics of Low Resource Areas and Sensitive Communities. To achieve this, the City will:

- Continue to encourage residents from low and moderate income neighborhoods and areas impacted by disproportionate housing needs and displacement risks to participate in the decision-making process through appropriate boards and commissions.
- Continue to expand outreach through extensive social media posting and by being in direct contact with various groups, such as the City's Youth Commission, to encourage participation in the decision-making process.
- Report annually on the diversity of commission members (number of applicants and how many are appointed).

Continue to coordinate with Public Works to prioritize areas identified as low resource and sensitive communities in the implementation of the 2019 Active Transportation Plan, Local Road Safety Plan, 2019 ADA Transition Plan, and capital improvement projects, increase transit ridership, add new bike lanes, add new ADA ramps, and construct additional pedestrian crossings.

Continue to implement Objective Standards that require include Open Space amenities for teenagers and younger children in housing projects.

For affordable housing constructed by non-profit developers with City's funds, prioritize projects in low and moderate resource areas. This prioritization will be incorporated into NOFAs issued by the City.

Continue to partner with the County of Ventura on financial resources for homeless supportive services and affordable housing development.

Fair Housing Issue	**Contributing Factors**
Disproportionate Housing Problems	• Increasing rental prices • Age of housing stock • The availability of affordable units in a range of sizes
Goals and Meaningful Actions:	

Use City funding, if available, to increase the stock of affordable housing in low and moderate resource areas.

City of Oxnard

2025 Annual Action Plan

DRAFT

April 2025

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2025, the formula grant of HUD allocations to City of Oxnard are estimates CDBG $1,888,317, HOME $535,916 and ESG $175,122, a total of $2,599,355 in entitlement grants from HUD. In addition, estimated program income of $100,000 for CDBG programs and $150,000 for HOME programs. This will increase total available resources from the 2025 Plan year to $2,849,355. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2025 Annual Action Plan.

AP-15 Expected Resources - 91.220(c)(1,2)

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,888,317	$100,000		$1,988,317	$9,011,683	Community Development Block grant from HUD to address housing, community development, and economic development needs. 2025 CDBG Allocation and

								Program income is $1,988,317 available resources from CDBG Plan year 2025. Uses of the available resources will be according to the funding priorities set forth in the Regional Consolidated Plan. The specific Activities will be set up in IDIS (HUD's database). The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or $397,663 and (2) Public Services up to 15%, or $298,247. The 2025 balance will be distributed as Public Improvements & Other Programs as detailed by the

								City during the AAP process.
HOME	public - federal	Acquisition Homebuyer Assistance Homeowner Rehabilitation Multifamily Rental New Construction Multifamily Rental Rehabilitation New Construction for Homeownership TBRA	$535,916	$150,000		$685,916	$3,064,084	HOME grant from HUD to address affordable housing needs. In plan year 2025, HOME Allocation is $535,916, and expected program income is $150,000; total of $685,916. Uses of funds are; (1) Administration - no more than 10% or $68,591 and (2) CHDO Set Asides - at 15% (of allocation, not including program income) or $80,387. In addition, $536,938 is available for housing development. In addition to the CHDO set-aside

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and Rehabilitation for transitional housing Financial Assistance Overnight Shelter Rapid Re-housing (rental assistance) Rental Assistance Services Transitional housing	$175,122			$175,122	$824,878	HEGS grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless. Plan year 2025 available resources Estimate for ESG is $175,122. The limited availability of ESG resources is spread across the uses identified in this table. 1) ESG Administration and Planning costs are no more than 7.5% or $13,143 and (2) Emergency Shelter and Street Outreach cost is

								no more than 60%, or $105,073. The 2025 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process

Table AP-1: Expected Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged, although not required, by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. ESG funds are matched dollar for dollar by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. ESG funds are matched dollar for dollar by Subrecipients. The city matches for the Administration portion only. Per HOME requirements, the HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites
131 Seventh Street
Meta Street Properties (recently acquired)

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2025	2029	Affordable Housing	NA	Development of New Affordable Housing Housing Rehabilitation Housing Services Housing Stability Disaster Planning and Recovery	HOME: $617,325 CDBG: $292,407	Rental Units Constructed: 5 Household Housing Units Rental units rehabilitated: 10
2	Increase and Improve Social Services	2025	2029	Non-Housing Community Development	NA	Supportive Services Fair Housing Services Disaster Planning and Recovery	CDBG: $235,505	Public Service for low/moderate-income other than housing benefit: 600 235 Persons Assisted
3	Work to End Homelessness	2025	2029	Homelessness	NA	Supportive Services Homelessness	CDBG: $62,742 ESG: $175,122	Public Service for low/moderate-income other than housing benefit: 1,000 persons assisted

								Rapid Rehousing: 13 Households assisted Emergency Shelter: 15 Persons Assisted
4	Create and Maintain Quality Neighborhood	2025	2029	Non-Housing Community Development	NA	Public Facility Maintenance Street Improvements and Infrastructure Disaster Planning and Recovery	CDBG: $1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,000 persons assisted
5	Promote Economic Development	2025	2029	Non-Housing Community Development		Economic Support for Small Businesses and Job Training	0	0
6	Effective Administration	2025	2029	n/a		n/a	CDBG: $397,663 HOME: $68,591	

Table AP-2: Goal Summary

Goal Descriptions

1	**Goal Name**	Improve Supply of Affordable Housing
	Goal Description	Increase and improve access to public service programs targeting low- and moderate-income residents.
2	**Goal Name**	Increase and Improve Social Services
	Goal Description	Increase the availability of affordable ownership and rental housing through affordable housing construction.
3	**Goal Name**	Work to End Homelessness
	Goal Description	In partnership with the Ventura County Continuum of Care, work to end homelessness within Ventura County by providing housing, emergency shelter and social services to homeless persons or those at risk of homelessness.
4	**Goal Name**	Create and Maintain Quality Neighborhoods
	Goal Description	Enhance and maintain access to livable neighborhoods by improving and maintaining public facilities and infrastructure.
5	**Goal Name**	Promote Economic Development
	Goal Description	Promote economic growth and resilience in small businesses and within the workforce in targeted areas.
6	**Goal Name**	Effective Administration
	Goal Description	Maintain effective housing and community development programs to carry out HUD CPD funded programs and activities.

AP-35 Projects - 91.220(d)

Introduction

The County of Ventura is continuing to focus on addressing basic needs, directing funds primarily towards food, shelter, and jobs. In this challenging economic environment, and with ever decreasing resources, the County is committed to providing these basic services to our most vulnerable citizens.

In an effort to increase the efficiency of grant management, we are consolidating our grant awards to larger projects. This ultimately has resulted in no grant award below $10,000, and a significant reduction in the number of grants administered by staff, making the most efficient use of taxpayer dollars.

#	Project Name
1	Development of New Affordable Housing
2	Housing Rehabilitation
3	Homelessness
4	Supportive Services
5	Street Improvements and Infrastructure
6	Administration

Table AP-1: Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities outlined above reflect this year's emphasis on the development of new affordable rental housing for persons of very low and extremely low income, outreach and engagement to persons who are homeless, and the retention of existing housing stock affordable to our low- income residents. Other priorities include infrastructure and public facilities in low-income neighborhoods to support them in their communities. Key obstacles include lack of sufficient funding to satisfy unmet need, very low vacancy rates and lack of affordable rental housing.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	DEVELOPMENT OF NEW AFFORDABLE HOUSING
	Target Area	NA
	Goals Supported	IMPROVE SUPPLY OF AFFORDABLE HOUSING
	Needs Addressed	DEVELOPMENT OF NEW AFFORDABLE HOUSING
	Funding	HOME: $617,325
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5 RENTAL UNITS CONSTRUCTED FOR LOW- AND MODERATE-INCOME HOUSEHOLD
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF AT LEAST 5 HOUSING UNITS FOR LOW- AND MODERATE-INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR $80,387
2	**Project Name**	HOUSING REHABILITATION
	Target Area	NA
	Goals Supported	IMPROVE SUPPLY OF AFFORDABLE HOUSING
	Needs Addressed	HOUSING REHABILITATION
	Funding	CDBG: $292,407
	Description	REHABILITATION OF UNITS TO INCREASE THE QUALITY OF AFFORDABLE RENTAL HOUSING UNITS AND/OR PRESERVE HOUSING AFFORDABILITY.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 LOW- AND MODERATE-INCOME HOUSEHOLDS HOUSING UNITS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	OXNARD HOUSING AUTHORITY WILL PROVIDE REHABILITATION OF RENTAL UNITS FOR LOW- AND MODERATE-INCOME HOUSING HOUSEHOLDS IN OXNARD.
3	**Project Name**	HOMELESSNESS

	Target Area	NA
	Goals Supported	WORK TO END HOMELESSNESS INCREASE SOCIAL SERVICES
	Needs Addressed	HOMELESSNESS
	Funding	CDBG: $62,742 ESG: $175,122
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2025 CDBG ALLOCATION AND PROGRAM INCOME. HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS. STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES WILL BE LIMITED TO 60% OF ESG ALLOCATION ESTIMATED, OR $105,073. ADMINISTRATION AND PLANNING COST SUBJECT TO CAPS (7.5% OF ALLOCATION), ESTIMATED $13,134. ALL ESG SUBRECIPIENTS ARE REQUIRED BY THE CITY OF OXNARD TO PROVIDE MATCHING FUNDS OF A DOLLAR FOR EVERY DOLLAR ESG GRANT DOLLARS RECEIVED.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1,000 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES EMERGENCY SHELTER WILL BE PROVIDED TO 15 INDIVIDUALS AND RAPID REHOUSING WILL BE PROVIDED TO 13 HOUSEHOLDS
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CDBG FUNDING FOR 1) ASSISTING WITH HOMELESS SERVICES NEEDS BY SHELTER CARE RESOURCES AND 2) EMERGENCY SHELTER SERVICES FOR HOMELESS BY TURNING POINT FOUNDATION ESG FUNDING FOR 1)TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER, 2) MERCY HOUSE WILL PROVIDE RAPID REHOUSING, 3) UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING AND 4) ADMINISTRATION AND PLANNING
4	**Project Name**	SUPPORTIVE SERVICES
	Target Area	NA
	Goals Supported	INCREASE SOCIAL SERVICES
	Needs Addressed	SUPPORTIVE SERVICES
	Funding	CDBG: $235,505
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2025 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW-AND MODERATE-INCOME HOUSEHOLDS; HOMELESS SERVICES AND COUNSELING SERVICES
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	270 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW- AND MODERATE-INCOME NEIGHBORHOODS, 80 INDIVIDUALS WILL BE ASSISTED WITH SENIOR SERVICES, 100 LOW- AND MODERATE-INCOME INDIVIDUALS WILL BE ASSISTED WITH COUNSELING SERVICES FOR VICTIMS.
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) POLICE ACTIVITIES LEAGUE, 2) SOUTHWINDS YOUTH CENTER, AND 3) COLOMIA MEMORIAL PARK VETERANS GYM , SENIOR SERVICES PROVIDED BY 4) PALM VISTA SENIOR CENTER BY THE CITY OF OXNARD AND 5) OXNARD HOUSING AUTHORITY, 6) COUNSELING SERVICES FOR VICTIMS WILL BE PROVIDED BY THE COALITION FOR FAMILY HARMONY
5	**Project Name**	STREET IMPROVEMENTS AND INFRASTRUCTURE
	Target Area	NA
	Goals Supported	CREATE AND MAINTAIN QUALITY NEIGHBORHOODS
	Needs Addressed	STREET IMPROVEMENTS AND INFRASTRUCTURE
	Funding	CDBG: $1,000,000
	Description	STREET IMPROVEMENT AND SIDEWALKS WITH ADA ACCESS RAMPS WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A NEIGHBORHOOD IMPROVEMENT IN LOW- AND MODERATE-INCOME CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 5,000 PERSONS
	Location Description	LOW- AND MODERATE-INCOME AREAS
	Planned Activities	CAL-GISLER NEIGHBORHOOD STREET IMPROVEMENT AND SIDEWALKS WITH ADA ACCESS RAMPS IN LOW- AND MODERATE-INCOME AREA IN OXNARD
6	**Project Name**	ADMINISTRATION
	Target Area	NA
	Goals Supported	EFFECTIVE ADMINISTRATION
	Needs Addressed	DEVELOPMENT OF NEW AFFORDABLE HOUSINGg HOUSING REHABILITATION HOUSING SERVICES HOUSING STABILITY HOMELESSNESS SUPPORTIVE SERVICES FAIR HOUSING SERVICES PUBLIC FACILITIES MAINTENANCE

		STREET IMPROVEMENTS AND INFRASTRUCTURE ECONOMIC SUPPORT FOR SMALL BUSINESSES & JOB TRAINING DISASTER PLANNING AND RECOVERY
	Funding	CDBG: $397,663 HOME: $68,591
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 202,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE
	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low-, low-, and moderate-income persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and ESG funds. The City will also be concentrating resources, including the CDBG, HOME and ESG funds within the South Oxnard and La Colonia neighborhoods.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table AP-2: Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as mental health, essential and supportive services. The special population such as seniors, homeless and youth will continue to receive their funding for the education needs, shelter support and recreational needs.

Ventura County invests community development resources to address needs of low- and moderate-income persons living throughout the jurisdiction. Each entitlement jurisdiction additionally allocates resources that geographically target specific neighborhoods in which the majority of residents are low- and moderate-income. With limited resources, each community identifies opportunities to target resources at areas that have the greatest need or that would maximize the impact of the investment.

Individual activities funded by the Community Development Block Grant (CDBG) program are designed to benefit low- and moderate-income (LMI) persons or, in the case of activities like parks and streets, areas where at least 51 percent of the residents are low- and moderate-income persons.

ESG allocations are based on the limited clientele distributed citywide. HOME funds are distributed based on the income eligibility of the clients and citywide basis.

Supporting efforts in South Oxnard and La Colonia will support two of the most vulnerable and older communities with housing, services and economic stability through up and coming programs.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

AP-55 Affordable Housing - 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of $1,600,000 in HOME funds for the construction of the 90 unit development and $1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in fall 2025.

The Etting Road (Dolores Huerta Garden) Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of $1,854,000 in HOME funds for construction of the 58 unit development. Eleven of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in Spring 2025. Given that only Dolores Huerta Gardens is expected to be completed in Spring 2025 and Cypress Place is not expected to be completed until fall 2025 then there are only 11 HOME assisted units expected to be completed in FY 2024-2025. A total of 26 HOME assisted units are expected to be completed in calendar year 2025. The City will review new HOME funding applications submitted in FY 2024-2025 and estimates providing gap-financing for the construction of new housing that will result in at least five (5) HOME assisted units. CDBG funds will be used to provide seven residential rehabilitation assistance to eligible households.

Habitat for Humanity of Ventura County will continue to utilize previous years CDBG funds for residential rehabilitation assistance to eligible households. The Ventura County Community Development Corporation (VCCDC) will continue to utilize previous years CDBG grants funds for affordable housing loans for homeownership assistance for income eligible families in Oxnard. HOME development financing assistance will leverage development funds from the State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeowner Rehabilitation Assistance Program
2. Homeownership Assistance Programs
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homelessness	15
Special Needs	0
Total	15

Table AP-5: One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	15
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	15

Table AP-6: One Year Goals for Affordable Housing by Support Type

Discussion

Habitat for Humanity of Ventura County will continue to utilize CDBG grant funds from the previous year for the homeowner rehabilitation assistance program. Ventura County Development Corporation (VCCDC) will continue to utilize CDBG grant funds from the previous years for Oxnard residents to provide a homeownership assistance program. The City of Oxnard's Affordable Housing and Rehabilitation Department will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and from City referrals to VCCDC.

AP-60 Public Housing - 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2025-2026, the following capital improvement projects for public housing units are planned:

- CAL 31-3 Colonia Village 504 Conversion $260,000
- CAL 31-3 Colonia Village Alley Repair $140,000
- CAL 31-7 Althea Ct Rebuild 8 units $400,000

Total Planned projects for 2025-2026 $800,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable.

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities - 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. The PIT count was completed on January 22, 2025, with more than 100 volunteers signing up to participate in Oxnard's count. The results of this count are still being tabulated by the Ventura County Continuum of Care. The results will be published in their annual Homeless Count and Survey report, expected in Spring 2025.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new, replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation by August 2025. The shelter will continue operating at the K Street location until that time.

The City continued working with The Salvation Army to provide street outreach services that include practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically-homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department. The City also began a partnership with Mercy House for street outreach services.

This year, the City continued its partnership with Ventura County Health Care Agency to operate an encampment response program as part of the State's Encampment Resolution Funding program. The program consists of a street outreach and case management team, along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation to non-congregate emergency shelter where clients are connected with a case manager to work towards a housing plan, with the goal of moving into permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Many Mansions - transition aged youth, single women and women with children;

Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; Ventura County Human Services Agency - families, single parents and children, and single persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority designates Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities, including through the construction of the Central Terrace, Casa Aliento, and Casa de Carmen permanent supportive housing projects. Specific vouchers that the Oxnard Housing Authority uses to address homelessness include Homeless Set Aside Vouchers, Mainstream Housing Vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency (HSA) utilizes County General Funds to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Health Care for the Homeless, and Ventura County Behavioral Health all work closely with service providers to provide supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

The Oxnard Housing Authority works in conjunction with Veterans Affairs to administer housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Ventura County Continuum of Care has documented discharge policies of all of the above-mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of ESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provides discharge

planning and placement assistance to patients, when leaving the mental health facilities.

3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinics is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

AP-75 Action Plan Barriers to Affordable Housing - 91.220(j)

Introduction

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a "negative" public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The state of California mandates that jurisdictions include seven elements in their General Plans: land use, transportation, conservation, noise, open space, safety, and housing. Two of these elements – the Housing and Land Use Elements – can directly impact local housing markets because they define key parameters for housing development such as permitted density, required fees, and allowable zoning uses.

The Housing Element details a local government's strategy to address their jurisdiction's housing needs and regulate existing and future housing development. In California, the state outlines statutory requirements for each community's Housing Element which are then subject to review by the Department of Housing and Community Development (HCD) for compliance with state law. Enacted in 1969, the Housing Element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for and do not unduly constrain housing development.

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers

to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions - 91.220(k)

Introduction

The City will implement the goals and strategies of the Regional Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Other obstacles include the following:

Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

The Credit Crisis. Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2025 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this regulation into each HOME agreement to ensure federal compliance with this statute

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the 2021-2029 Regional Housing Needs Assessment (RHNA) affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City adopted updated In-Lieu fees on June 2, 2020. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of $39,416 for each single-family home and $38,321 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of $30,656.83 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately $1.9 million.

Possible incentives to be offered by the City's Community Development Department may include, but are not limited to, the following:

- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis

Existing incentives include the State Density Bonus Program and Down payment Assistance to low-income residents looking to buy a new home via the City's agreement with the Ventura County Community

Development Commission to administer a Down payment Assistance Program with the use of City CDBG funds. The City's Affordable Housing Additive Zone offers developers the ability to build 30 units to the acre in designated parcels throughout the City in exchange for making 20% of the units affordable.

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The Casa de Carmen project (formally known as 2nd and B and the Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 4) Section 3 Compliance; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobile home Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities and incentives for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(l)(1,2,4)

Introduction

The information in this section pertains to requirements set forth in HUD regulations that are specific to the CDBG, HOME, and ESG programs.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME) Reference 24
CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, Housing Successor Agency Funds, and Permanent Local Housing Allocation (PLHA) funding. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for home ownership assistance through a subrecipient.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied

to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

(Amount of Loan / Amount of Loan + Borrower's Investment) = % of Net Proceeds that City is entitled to. Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct client assistance under the ESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. The Ventura County Continuum of Care maintains a Written Standards for HUD CoC and ESG document for subrecipients of ESG funds.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established a centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for ESG recipients are as follows:

a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
c. Interested agencies then submit their application, project overview and qualifications
d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
h. Contracts are completed and services can begin on July 1.
i. All ESG contracts are awarded for two years

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having formerly homeless City staff involved in the consideration of policies and funding decisions regarding facilities and services funded under ESG. Formerly homeless City staff also serve on the Ventura County Continuum of Care Governance Board. In addition, each entity receiving City ESG funding is also asked to provide information as to how they involve the homeless

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all ESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of

10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.

• Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.

• Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.

• Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.

• All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 days of program completion or termination.

• MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.

• BUILDING AND HABITABILITY STANDARDS: Any building for which ESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.

• MONITORING: City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements**.**

Discussion:

The Homeless Services Division continues to fund all the activities prescribed in the HEARTH act. With the subrecipients' partnership, the City's ESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, ESG limits the cost categories for administration and planning to 7.5%, and no more than 60% for street outreach and emergency shelter. The remaining balance supports rapid re-housing programs and Homeless Management Information System (HMIS) licensing.

CITY OF OXNARD
2025 ANNUAL ACTION PLAN (AAP)
Applications- CDBG & ESG

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PUBLIC SERVICES- not more than 15%

APPLICANT	PROGRAM NAME	Recommended to Award	Not Recommended	Reason when not recommended
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	$ 30,000		
Oxnard Cultural & Community Services Department- Recreation	Colonia Memorial Park Veterans Gym	$ 20,000		
Oxnard Cultural & Community Services Department- Recreation	Police Activities League - PAL	$ 80,000		
Oxnard Cultural & Community Services Department- Recreation	Southwinds Youth Center	$ 30,505		
Oxnard Housing Authority	Senior Supportive Services	$ 50,000		
Shelter Care Resources	Foundation First Basic Needs Assistance	$ 35,000		
The Coalition for Family Harmony	Counseling Services for Survivors of Interpersonal Violence	$ 25,000		
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter and Multi-service Navigation Center	$ 27,742		
Livingston Memorial Visiting Nurse Association	Subsidized Health Care		$30,000	The total Public Service funding requested amounted to $659,000, while the available funding is $298,247. Applications were evaluated based on several factors, including the quality of responses, measurable outcomes, clear objectives, budget justification, experience, capacity, and qualifications. The most competitive applications were selected for funding.
The Salvation Army	Emergency Rental Assistance Program		$40,000	
United Way of Ventura County	Supportive Services		$40,000	
	Total Public Services Projects	**$ 298,247**		

PUBLIC IMPROVEMENTS & OTHER PROGRAMS	PROGRAM NAME	Recommended to award	Not Recommended	Reason when not recommended
Oxnard Public Works	Cal Gisler Neighborhood Street Resurfacing and ADA Improvement Project	$ 1,000,000		
Oxnard Housing Authority	201 S. D Street Apartments Rehabilitation	$ 292,407		
Habitat for Humanity of Ventura County	Habitat Home Repair Program		$100,000	Applicant has an existing award with funding remaining.
Ventura County Community Development Corporation (VCCDC)	Hope to Home Down Payment Assistance		$250,000	Applicant has an existing award with funding remaining.
Cabrillo Economic Development Corporation	Villa Cesar Chavez Apartments Rehabilitation		$85,000	The total Public Improvements & Other Programs funding requested amounted to $2,169,432 (not including 1 request received that was missing the actual application form) while the available funding is $1,292,407. Applications were evaluated based on several factors, including the quality of responses, measurable outcomes, clear objectives, budget justification, experience, capacity, and qualifications. The most competitive applications were selected for funding.
Many Mansions	Rehabilitation of Heating System at D Street Apartments		$42,025	
Upwards Care, Inc.	Boost		$400,000	
	Total Public Improvements & Other Programs	**$ 1,292,407**		
Housing Department-Grants Management	CDBG Administration & Planning	**$ 397,663**		
	TOTAL CDBG GRANT ESTIMATE	**$ 1,988,317**		

EMERGENCY SOLUTIONS GRANT (ESG)

RECIPIENT DEPT/DIV-ORGANIZATION	PROGRAM NAME	Recommended to Award	Not Recommended	Reason when not recommended
Oxnard Housing Department-Homeless Division	ESG Administration & Planning (7.5 %)	$ 13,134		
Mercy House	Rapid Re-Housing	$ 68,730		
United Way of Ventura County	Rapid Re-Housing	$ 40,000		
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	$ 53,258		
The Kingdom Center	Emergency Shelter		$30,000	The total ESG funding requested amounted to $303,170, while the available funding is $161,988. Applications were evaluated based on several factors, including the quality of responses, measurable outcomes, clear objectives, budget justification, experience, capacity, and qualifications. The most competitive applications were selected for funding.
Oxnard Homeless Prevention Program	Oxnard Homeless Prevention Program		$10,000	
Shelter Care Resources	Motel Voucher Program		$74,440	
	TOTAL ESG GRANT ESTIMATE	**$ 175,122**		

HOME INVESTMENT PARTNERSHIP (HOME)

RECIPIENT DEPT/DIV-ORGANIZATION	PROGRAM NAME	Recommended to Award
Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	$ 68,591
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	$ 80,387
Oxnard Housing Department - AHRD	Affordable Housing Development Project	$ 536,938
	TOTAL HOME GRANT ESTIMATE	**$ 685,916**

ENTITLEMENTS GRAND TOTAL ESTIMATE **$ 2,849,355**

CITY OF OXNARD
2025 ANNUAL ACTION PLAN (AAP)
FUNDING RECOMMENDATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES		**ESTIMATE**
HUD CDBG Allocation (ESTIMATE)		$ 1,888,317
Program Income (Estimate)		$ 100,000
	TOTAL CDBG GRANT RESOURCES	**$ 1,988,317**

CDBG EXPENDITURES **RECIPIENT DEPT/DIV-ORGANIZATION**	**PROGRAM NAME**	
ADMINISTRATION - 20%		
Housing Department-Grants Management	CDBG Administration & Planning	$ 397,663
		$ 397,663
PUBLIC SERVICES- not more than 15%		
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	$ 30,000
Oxnard Cultural & Community Services Department-Recreation	Colonia Memorial Park Veterans Gym	$ 20,000
Oxnard Cultural & Community Services Department-Recreation	Police Activities League - PAL	$ 80,000
Oxnard Cultural & Community Services Department-Recreation	Southwinds Youth Center	$ 30,505
Oxnard Housing Authority	Senior Supportive Services	$ 50,000
Shelter Care Resources	Foundation First Basic Needs Assistance	$ 35,000
The Coalition for Family Harmony	Counseling Services for Survivors of Interpersonal Violence	$ 25,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter and Multi-service Navigation Center	$ 27,742
	Total Public Services Projects	**$ 298,247**
PUBLIC IMPROVEMENTS & OTHER PROGRAMS		
Oxnard Public Works	Cal Gisler Neighborhood Street Resurfacing and ADA Improvement Project	$ 1,000,000
Oxnard Housing Authority	201 S. D Street Apartments Rehabilitation	$ 292,407
	Total Public Improvements & Other Programs	**$ 1,292,407**
	TOTAL CDBG GRANT EXPENDITURES	**$ 1,988,317**

EMERGENCY SOLUTIONS GRANT (ESG)

ESG AVAILABLE RESOURCES		**ESTIMATE**
HUD ESG Allocation (ESTIMATE)		$ 175,122
	TOTAL ESG GRANT RESOURCES	**$ 175,122**

RECIPIENT DEPT/DIV-ORGANIZATION	**PROGRAM NAME**	
Oxnard Housing Department-Homeless Division	ESG Administration & Planning (7.5 %)	$ 13,134
Mercy House	Rapid Re-Housing	$ 68,730
United Way of Ventura County	Rapid Re-Housing	$ 40,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	$ 53,258
	TOTAL ESG GRANT EXPENDITURES	**$ 175,122**

HOME INVESTMENT PARTNERSHIP (HOME)

HOME Available Resources		**ESTIMATE**
HUD HOME Allocation (ESTIMATE)		$ 535,916
Program Income (Estimate)		$ 150,000
	TOTAL HOME GRANT RESOURCES	**$ 685,916**

Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	$ 68,591
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	$ 80,387
Oxnard Housing Department - AHRD	Affordable Housing Development Project	$ 536,938
	TOTAL HOME GRANT EXPENDITURES	**$ 685,916**
	ENTITLEMENTS GRAND TOTAL	**$ 2,849,355**

2025-2029 VENTURA COUNTY REGIONAL CONSOLIDATED PLAN, 2025-2029 VENTURA COUNTY REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
&
2025-2026 ANNUAL ACTION PLAN

Brenda Lopez, Interim Housing Director
City Council
May 6, 2025

CITY OF OXNARD CALIFORNIA

Background

1. The City of Oxnard receives three entitlement grants from the United States Department of Housing and Urban Development (HUD) – the Community Development Block Grant (CDBG), the HOME Investment Partnerships Act program (HOME), and the Emergency Solutions Grant (ESG) on an annual basis.

2. To receive the grants, the City of Oxnard must submit and receive approval of a Consolidated Plan, an Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice.

3. HUD approved the City of Oxnard's participation in the five-year, 2020-2024 Ventura County Regional Consolidated Plan (Regional Consolidated Plan), that assessed the housing and community development needs of all incorporated cities and the unincorporated areas of the Ventura County. The County of Ventura served as the lead agency.

4. This was Oxnard's first involvement with the Regional Consolidated Plan. Prior to the involvement in the Regional Consolidated Plan, the city conducted its own Consolidated Plans.

Consultant Selection

1. The current Regional Consolidated Plan expires June 30, 2025.

2. In preparation, the County of Ventura, serving as the lead agency, along with all incorporated cities and unincorporated areas of Ventura County, issued a joint Request for Proposal. They invited qualified organizations to submit proposals for the preparation of the 2025-2029 Consolidated Plan and Analysis of Impediments to Fair Housing Choice.

3. Three (3) proposals were submitted from the following organizations: MDG Associates, Incorporated (MDG), TDA Consulting, Incorporated and Veronica Tam and Associates, Incorporated.

4. MDG was selected. MDG has over thirty-four (34) years of experience, providing consulting services to government agencies, with a focus on planning and administering programs funded by HUD.

Citizen Participation

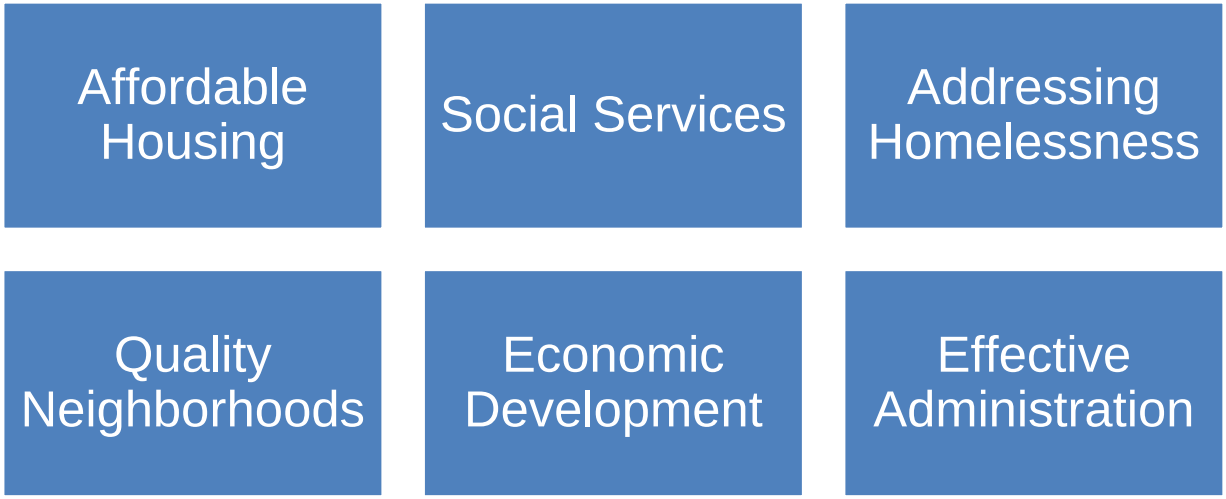
1. MDG led robust community outreach (community meetings and surveys) in an effort to provide an opportunity for citizens, non-profit organizations and other stakeholders to help define priorities for addressing local community needs.

2. Sixty-two (62) Oxnard residents or stakeholders participated in the development of the Regional Consolidated Plan.

2025-2029 Ventura County Regional Consolidated Plan

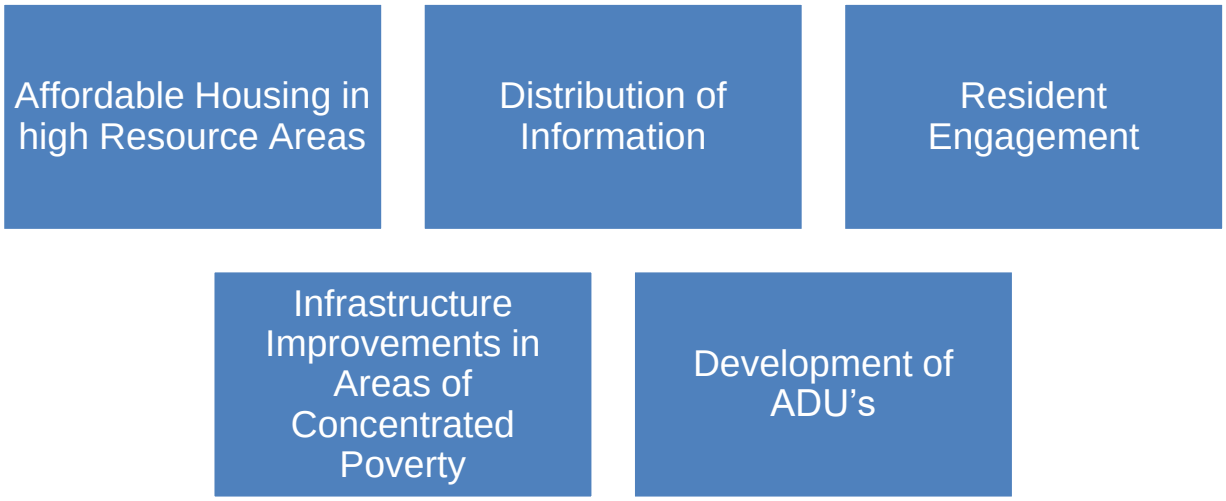
1. To develop the 2025-2029 Ventura County Regional Consolidated Plan, qualitative and quantitative data was gathered through citizen and stakeholder participation, a market analysis, and an assessment of local data.

2. The plan put forth the following regional goals to meet high-priority needs:



2025-2029 Analysis of Impediments to Fair Housing Choice

1. The 2025-2029 Analysis of Impediments to Fair Housing Choice (AI) drew from much of the work that was completed as part for the 2021-2029 Housing Element.
2. As part of the state-mandated Housing Element, California jurisdictions must conduct a fair housing assessment that includes an analysis of fair housing issues, identify the factors that contribute to those issues and meaningful actions to affirmatively further fair housing.
3. The AI put forth numerous fair housing goals to address the four (4) fair housing issues identified in the plan. Listed below are some of the goals identified in the plan.



Annual Action Plan – Entitlement Grants

Community Development Grant (CDBG)		FY 25-26 Estimated Amount
HUD CDBG Allocation (See breakdown below)		$1,888,317
Program Income (Estimate)		$100,000
	Total CDBG Grant Resources	**$1,988,317**
HUD CDBG Breakdown		
Administration (20%)		$397,663
Public Services (no more than 15%)		$298,247
Public Improvements & Other Programs		$1,292,407

HOME Investment Partnership (HOME)		
HOME Allocation		$535,916
Program Income		$150,000
	Total HOME Grant Resources	**$685,916**

Emergency Solutions Grant (ESG)		
ESG Allocation		$175,122
	Total ESG Grant Resources	**$175,122**

	Entitlements Grand Total	**$2,849,355**

Annual Action Plan - CDBG Budget

Public Services	Program Name	FY 25-26 Recommended Amount
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	$30,000
Oxnard Cultural & Community Services Department- Recreation	Colonia Memorial Park Veterans Gym	$20,000
Oxnard Cultural & Community Services Department- Recreation	Police Activities League- PAL	$80,000
Oxnard Cultural & Community Services Department- Recreation	Southwinds Youth Center	$30,505
Oxnard Housing Authority	Senior Supportive Services	$50,000
Shelter Care Resources	Foundation First Basic Needs Assistance	$35,000
The Coalition Resources	Counseling Services for Survivors of Interpersonal Violence	$25,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter & Multi-Service Navigation Ctr	$27,742
	Total Public Services Projects	**$298,247**

Annual Action Plan - CDBG Budget Continued

Public Improvements & Other Programs	Program Name	FY 25-26 Recommended Amount
Oxnard Public Works	Cal Gisler Neighborhood Street Resurfacing & ADA Improvement Project	$1,000,000
Oxnard Housing Authority	201 S. D Street Apartments Rehabilitation	$292,407
	Total Public Improvements & Other Programs	**$1,292,407**

Annual Action Plan - ESG Budget

Emergency Solutions Grant (ESG)		FY 25-26 Estimated Amount
HUD ESG Allocation (Estimate)		$175,122
	Total ESG Grant Resources	**$175,122**

Recipient Dept/DIV-Organization	Program Name	FY 25-26 Recommended Amount
Oxnard Housing Department- Homeless Division	ESG Administration & Planning (7.5%)	$13,134
Mercy House	Rapid Re-Housing	$68,730
United Way of Ventura County	Rapid Re-Housing	$40,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	$53,258
	Total ESG Grant Expenditures	**$175,122**

Annual Action Plan - HOME Budget

Home Investment Partnership (HOME)		FY 25-26 Estimated Amount
HUD HOME Allocation		$535,916
Program Income		$150,000
	Total HOME Grant Resources	**$685,916**

Recipient Dept/DIV-Organization	Program Name	FY 25-26 Recommended Amount
Oxnard Housing Department- Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10%)	$68,591
Oxnard Housing Department-AHRD	CHDO Set-Aside (15%)	$80,387
Oxnard Housing Department- AHRD	Affordable Housing Development Project	$536,938
	Total HOME Grant Expenditures	**$685,916**

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments from the public regarding the 2025-2029 Ventura County Regional Consolidated Plan, the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development;

2. Approve the 2025-2029 Ventura County Regional Consolidated Plan and the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice;

3. Authorize the City Manager, or his designees, to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan, the Ventura County Regional Analysis of Impediments to Fair Housing Choice, and 2025-2026 Annual Action Plan;

RECOMMENDATION (continued)

4. Approve the 2025-2026 Annual Action Plan and incorporate the final HUD allocations into the Plan and authorize the budget appropriations to fund the administration and activities in the Plan;

5. Authorize the City Manager, or his designees, to make any budgetary adjustments within ten percent, or $200,000, whichever is greater – per the Citizen Participation Plan of the proposed budget in the 2025-2026
Annual Action Plan that is approved by City Council; and,

6. Authorize the City Manager, or his designees, to execute HUD agreements and sign all agreements for the implementation of the Ventura County Regional Consolidated Plan, Ventura County Regional Analysis of Impediments to Fair Housing Choice, and Annual Action Plan including subrecipient, interdepartmental, and intradepartmental agreements.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.2

DATE: May 6, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Appeal of the Planning Commission's decision to uphold the Director's decision to approve The Pointe Apartments project at 2801 N. Oxnard Blvd. (50 minutes).

RECOMMENDATION

That the City Council:

1. Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
2. Adopt a resolution denying the Appeal and upholding the Planning Commission's decision to uphold the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Br0HmOn8XqE

BACKGROUND

The Pointe Apartments Project (PZ# 23-200-01, the "Project") was submitted to the Planning Department in May 2023. On December 17th, 2024, the Community Development Director (the "Director") held a public hearing to consider the permit, which requested approval for a Development Design Review Permit (DDRP) for the construction of 280 residential units and a centrally located parking structure with 490 residential parking spaces on a 4.85-acre site. The project site is located on a vacant parcel at the intersection of N. Oxnard Boulevard and Town Center Drive.

This project was found to be in full conformance with the RiverPark Specific Plan (RPSP) and thus additional project-specific environmental review was not required since it was adequately studied through the Specific Plan approval process. Additional information on the Specific Plan approval process and the associated Environmental Impact Report (EIR) is further detailed below in the "CEQA Background" section.

Staff presented the Project with a recommendation for approval at the director's hearing (Attachment 1 of this report). At the public hearing, the Director heard public testimony, deliberated, and approved the Project pursuant to all of the Findings required to grant the DDRP, provided in the Community Development Director Resolution No. 23-200-01 (Attachment 1 of this report).

As part of the hearing record, two comment letters were submitted by the public, one in favor of and one against the Project. No comment was received by the Appellant prior to or during the hearing. The Appellant submitted their first comment letter after the Project was approved and followed that letter with the filing of a timely appeal on December 27th, 2024.

On February 6th, 2025, the project appeal went before the Planning Commission, in which the commission voted 4-0 (with three commissioners absent) to uphold the Director's decision to find the Project consistent with the RiverPark Specific Plan EIR and approve the Project.

Pursuant to Section 16-525 of the Oxnard City Code ("OCC"), the action of the Planning Commission is final, unless an appeal application to the City Council is filed. Included with the submitted appeal form, the Appellant provided a letter dated January 31, 2025, with their Grounds of Appeal statements (Attachment 3). The Appellant in the letter claims that the Project is not compliant with the California Environmental Quality Act (CEQA) and that a project-specific environmental impact report must be completed.

CEQA Background

When the RiverPark Specific Plan (RPSP) was approved in the early 2000s, an Environmental Impact Report (FEIR No. 00-03) was prepared and certified. This certified EIR evaluated the full build out of the RPSP, and therefore, as stated in Section 1.3.3 of the RPSP, all projects developed within RiverPark that are in conformance with the RPSP do not require additional environmental review.

To date, the EIR for RiverPark has been updated with 15 addenda over the course of its existence as RiverPark has been built out and the Specific Plan has gone through various amendments. These addenda have continually updated the environmental information of the original EIR and have since become part of the original EIR to form a comprehensive environmental document for all development consistent with the current Specific Plan. This approach is consistent with the State's CEQA Guidelines. All RiverPark environmental documents have been legally certified and approved, acting as the project level environmental review when a project is consistent with the Specific Plan, which is consistent with CEQA Guidelines. This approach is also outlined in Section 1.3.3 of the RPSP. Attachment E of Attachment 1 of this report provides links to the EIR and the subsequent addenda.

Through the creation of the RPSP, the subject property was originally zoned for commercial use, which would allow a large commercial development utilizing the square footage allotted within the Plan. In 2020, an amendment to the Specific Plan was submitted to the Community Development Department. This Specific Plan Amendment allowed designated parcels within RiverPark (including the subject parcel) that were originally zoned for commercial developments to instead develop with residential units. Since the original Environmental Impact Report studied commercial development on these parcels, the EIR was updated with an Addendum (Addendum No. 15) to address this change. This Addendum provided the necessary information to compare all potential areas of impact that must be looked at under CEQA, using the current environmental context, between the potential residential developments and the originally approved commercial development area. Studies conducted for the different areas of impact in the Addendum showed that the environmental impacts of switching to residential development on these specific parcels either maintained the same significance level or lessened the significance level of the environmental impacts. There were no new significant areas of environmental impact. This Specific Plan Amendment and Addendum No. 15 were approved by the Oxnard City Council on March 15, 2022, as recommended by the Planning Commission.

ANALYSIS AND DISCUSSION

The Appellant ("Richard Drury of Lozeau Drury, LLP,"), on behalf of Supporters of Alliance for Environmental Responsibility ("SAFER"), has appealed the decision of the Director primarily because the Appellant does not agree with the California Environmental Quality Act (CEQA) process used for the project. The issues raised in this letter are similar to the issues raised in prior letters which this group continually submits on various projects, three of which resulted in appeals, including the current project. The Appellant's initial ground of appeal as stated in the intro of their appeal letter dated January 31, 2025, is noted below, verbatim (Attachment 3). This is then followed by the staff response.

> **Initial Ground of Appeal:** "SAFER objects to the City's reliance on the almost quarter-century-old River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR") for the Project. Under the California Environmental Quality Act ("CEQA"), project-level environmental review is required for this Project because it is inconsistent with the RPSP EIR, it is outside of the scope of the RPSP EIR, there are numerous changed circumstances since the adoption of the RPSP EIR over the twenty years ago, there are feasible mitigation measures that were not analyzed in the RPSP EIR, the project has significant offside and cumulative impacts that were not analyzed in the RPSP EIR, and the Project exceeds the density analyzed in the

RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project level to ensure adequate mitigation."

Staff Response:

The Appellant's assertion that the City's CEQA review is inadequate because the Project was not analyzed in the RiverPark Specific Plan EIR is entirely incorrect. This is primarily due to the fact that the Appellant fails to mention the addenda that have been prepared to update the EIR and which have fully become part of the EIR over the years, including the most recent addendum (Addendum No. 15) that studied the impacts of developing 280 residential units on the subject parcel. Since the Project is proposing 280 units on the parcel, it is therefore consistent with the updated EIR that incorporates this addendum. The Project, being in full conformance with the Specific Plan in all other aspects and requirements, further solidifies its standing as consistent with the EIR.

The Appellant is also claiming that the EIR is from over 20 years ago and does not contain feasible mitigation measures. They again fail to acknowledge the fact that the EIR has been updated with Addendum No. 15 as well as the other prior addenda. Addendum No. 15 directly evaluated the parcel in its current environmental context with updated studies. Within Addendum No. 15, existing mitigation measures from the EIR and its prior addenda were analyzed and determined to be adequate as the level of significance for all impact areas did not change, thus additional or updated mitigation measures were not required. The existing mitigation measures can be found in the conditions of approval, which are taken directly from the EIR and its addenda. All areas of impact have been studied in the current environmental context for a 280-unit residential development and the mitigation measures have been assessed. The EIR and its addenda directly and appropriately addresses this Project's 280-unit development at this specific location within the RiverPark Specific Plan.

Contrary to the Appellant's claim that the EIR is over 20 years old and is not applicable to this Project, the environmental impacts of this Project were recently studied through the 2022 certified addendum and thus a project level EIR is not required. It is entirely consistent with CEQA guidelines for the EIR and its Addendum to act as the project level EIR.

Ground of Appeal A: "Section 15162 and 15183 do not apply because the project is outside the scope of the RPSP EIR."

Staff Response:

The Appellant's multiple assertions on pages 3-10 of their letter that there are issues with the City using CEQA Guidelines §15162-15164 to prepare an addendum for the Specific Plan Amendment that is now covering the project and their other assertion that these CEQA Guidelines are not applicable is completely without merit.

Section 15162(a) of the State CEQA Guidelines states verbatim that "no subsequent EIR shall be prepared for a project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

> (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
> (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
> (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
>> (a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
>> (b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
(d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

The City prepared the addendum since the environmental studies performed for the Specific Plan Amendment showed no substantial changes had occurred in the environment for the studied parcels and no areas of impact were raised to a higher level of significance. The residential build-out option that the Specific Plan Amendment allowed for was shown to be less impactful overall than the commercial option that was already approved to be developed. The Appellant has not brought forth in their argument any significant evidence that shows this routinely mowed and maintained vacant parcel has substantially changed environmentally since the Addendum was certified in 2022 for this project. Notably, RiverPark is also an almost entirely built-out urban environment that is currently unable to support significant sensitive environmental areas, just as it was in 2022.

As mentioned in the previous response, the original mitigations will remain applicable to this project as well as the additional mitigation measures from the Addenda. These are already part of the project as they are contained within the conditions of approval (conditions 73-83) within the City Council Resolution (Attachment 4). The Director has determined that, on the basis of substantial evidence in the light of the whole record, that the Project was consistent with the RPSP and none of the triggers included in Section 15162(a) of the State CEQA Guidelines required the preparation of a subsequent EIR (or negative declaration), and conversely, sufficient evidence was provided to justify reliance on RPSP FEIR No. 00-03 and subsequent addenda relevant to the provisions of the State CEQA Guidelines as implemented by the City of Oxnard.

The appellant makes another assertion on page 9 of their comment letter that "Section 15162 does not mention addenda at all." This is clearly incorrect. In Section 15162(b) of the CEQA Guidelines, it is written verbatim "If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation." This clearly establishes the ability for a Lead Agency to utilize and prepare an addendum as the appropriate environmental document. With none of the items being triggered in §15162(a) and with §15162(b) providing the addendum as an appropriate option in this case, the City utilized the addendum as the appropriate environmental document.

It is important to note that the Addendum could have been challenged by anyone who felt the addendum was not an appropriate document for the Specific Plan Amendment, however, Addendum No. 15 was not challenged by anyone, including the Appellant during its 30-day challenge period. Addendum No. 15 was prepared in accordance with the CEQA Guidelines §15164. With the certified and approved Addendum being consistent with CEQA Sections 15162-15164 as required by the CEQA Guidelines, it therefore acts as the environmental document for this project.

The Appellant also claims that §15183 does not apply, and the project errantly relies on its consistency with a previously adopted General Plan and a related EIR, however, they do not provide any specific evidence as to how the proposed project does not comply with the RiverPark Specific Plan and the 2030 General Plan. They assert the density does not match, however that is not true as they fail to mention the approved Specific Plan Amendment allowed for increased density that was offset by removing hundreds of thousands of square feet of commercial development that was already allowed to be developed prior to the Amendment. Table 1 below summarizes the changes made through the Specific Plan Amendment and shows the residential densities that Addendum No. 15 permitted (which are now allowed as the Specific Plan and Addendum are certified and approved). Note that the subject parcel is located within District C in Table 1 below:

Table 1

Maximum Development Based on Residential Development Options			
Residential Options Selected per District (B, C, & D only)	**Additional Residential Units**	**Maximum Residential Units of Options Chosen**	**Maximum Commercial Development**
Districts B, C & D	1,025	4,068	1,535,543
Districts B & C	613	3,656	1,761,623
Districts C & D	692	3,735	1,718,273
Districts B & D	745	3,788	1,689,190
District B	333	3,376	1,915,270
District C	280	3,323	1,944,353
District D	412	3,455	1,871,920
No Residential	0	3,043	2,098,000

The Planning Division evaluated the project for full consistency with the RPSP, including the density that the Specific Plan would allow for and conformance with its development standards. The Specific Plan allows for 280 units in the subject District that contains this parcel as noted above in the table under District C. The project proposal is for 280 units. Additionally, the project proposal is consistent with the bedroom counts that were outlined with those 280 units and was found to comply with all other applicable development standards within the Specific Plan (Consistency Analysis, Attachment C of Attachment 1 of this report). Staff has also determined the project is consistent with the 2030 General Plan. The Director and the Planning Commission have upheld staff's determination that the project is fully consistent with the RPSP and the 2030 General Plan. With the project being in conformance with what the Specific Plan allows, it is therefore consistent with the EIR and Addenda that were all prepared in tandem with the approved RiverPark Specific Plan. This is what is outlined in Section 15183, therefore it is consistent with this CEQA Guidelines section.

Grounds of Appeal B-E:

- **B.** The project will have significant biological impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.
- **C.** The project will have significant air quality impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.
- **D.** The project will have significant traffic impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.
- **E.** The project will have significant noise and vibration impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.

Staff Response:

The Appellant claims the project was not analyzed for these four impact areas. These assertions are all entirely without merit. The Addendum, certified and approved in 2022 (Addendum No. 15), clearly evaluated all four of these areas of impact, some of which have extensive studies associated with them within the appendices. If the Appellant had issue with the studies that were part of the Addendum, or the mitigation measures, or the determinations of significance levels for the areas of impact, or any other aspect of the Addendum they disagreed with, they were obligated to challenge the addendum during its 30-day challenge period in 2022. As stated earlier, no one from the public, including the Appellant, challenged any aspect of the Addendum and its studies, nor did anyone challenge if an addendum was the appropriate environmental document. Therefore, the Addendum was validated as a suitable environmental document when it was certified and approved in 2022. The Addendum still stands as a suitable environmental document without any significant evidence that the regularly mowed and maintained parcel has substantially changed from an environmental perspective in the short amount of time since the certification of the Addendum.

Conclusion:

The Appellant requests the Planning Commission and the Director's approvals of the Project to be overturned based on grounds that the reliance on the RPSP FEIR No. 00-03 and subsequent addenda was not adequate and that a project-level EIR should be prepared.

Staff's responses in the"ANALYSIS AND DISCUSSION" Analysis Section demonstrate the Appeal lacks merit and that the Appellant has not brought forth any substantial or significant information that shows additional environmental review is required. Therefore, the Planning Commission's decision to uphold the Director's original approval on December 17, 2024, should remain unchanged.

Staff recommends that the City Council find the proposed project is consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addenda prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines.

Furthermore, the City Council staff report, attachments, and the specific Findings outlined in the City Council resolution provide substantial evidence in the record for the City Council to approve the Project with the specific Findings outlined in the City Council Resolution (Attachment 4).

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 approval of the Permit provides the opportunity for future development. The Project will be required to pay the required connection and impact fees. When completed, the 280 apartment units will generate property taxes for the City.

COMMITTEE OUTCOME

This item did not originate in Committee as this item was reviewed by the Planning Commission on February 6, 2025. The Planning Commission meeting can be viewed online at the following link: https: //youtu.be/pcBe5fIPM4M

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Community Development Director Staff Report Dated 12.17.2024
2. Planning Commission Staff Report Packet Dated 2.6.2025 (W.o Attachment A)
3. Appeal Form with Grounds of Appeal Letter dated 1.31.2025
4. Draft City Council Resolution
5. City Council Staff Presentation

CITY OF OXNARD CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR
STAFF REPORT

TO: Community Development Director

FROM: Daniel Houck, Associate Planner

DATE: December 17, 2024

SUBJECT: **Project Name: The Pointe Apartments;** Planning and Zoning Permit No. 23-200-01 (Development Design Review) Property located at 2801 North Oxnard Blvd (APN: 132-0-110-315).

1) **Recommendation:** That the Community Development Director ("**Director**"):

   a) Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and

   b) Adopt Resolution PZ 23-200-01 approving Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions.

2) **Project Description and Applicant:** A request for a Development Design Review (DDR) Permit to authorize the construction of a 546,524 square foot building comprised of 341,324 square feet of apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story centrally located parking structure with 490 residential parking spaces on a 4.85-acre project site. The project will include associated landscape and hardscape improvements. The 280 residential unit apartment building consists of 17 studio apartments, 143 one-bedroom units, 104 two-bedroom units, and 16 three-bedroom units. The project is also conditioned to provide forty two (42) affordable units. The Project is located at 2801 North Oxnard Blvd within the Residential Very High/Commercial Regional land use designation of the RiverPark Specific Plan (RPSP) (Attachment A). For purposes of this Staff Report, the foregoing project description shall be referred to as the "Project." The project application was filed by Ann Walsh of Shea Properties, 2751 Park View Court, Oxnard, CA 93036 (collectively referred to as the "Applicant" or "Developer.")

   Please see the reduced Project plans (Attachment B) for more details.

3) **Existing & Surrounding Land Uses:** The 211,266 square-foot parcel (4.85 acres) across Oxnard Blvd from The Collection is currently vacant and undeveloped. The property is within the RPSP and zoned for multiple family residential very high as well as

commercial regional. The following table summarizes the land uses and zoning designation of the project site and adjacent properties.

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site (2801 Oxnard Blvd)	Commercial Regional	The RiverPark Specific Plan (Residential: Very High or Commercial Regional)	Vacant
North	Commercial Regional	The RiverPark Specific Plan: Mixed Use, Residential High, Commercial Office	Residential Apartments
South	Commercial Regional	The RiverPark Specific Plan: Commercial Convention/Hotel	Service Commercial and Oxnard Blvd
East	Commercial Regional	The RiverPark Specific Plan: Commercial Regional	Commercial (The Collection)
West	Commercial Regional	The RiverPark Specific Plan: Commercial Office	Commercial Office and Residential Apartments

4) **Background:** The RPSP was adopted by the City Council on September 10, 2002, together with the General Plan Amendment, Zone Change, Annexation, Development Agreement, and EIR certification related to the RPSP approval. The original RPSP allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development (including approximately 221,000 square feet of existing office development that was approved and built under the Oxnard Town Center Specific Plan, prior to the adoption of the RPSP). The original RPSP was developed following the design principles of the New Urbanism and Smart Growth movements, which emphasized the importance of mixed land uses in close proximity, communities scaled for pedestrian walkability; limiting the need for automobile usage; higher density development, and the importance of physical design. Since the adoption of the original Specific plan there have been seven previous amendments to the RiverPark Specific Plan. The most recent amendment was approved on April 5, 2022. The amendment allowed for changes to the land use plan and text within the RiverPark Specific Plan to allow residential development in districts B, C and D in exchange for a reduction of commercial square footage. The current specific plan would allow for up to 4,068

dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen.

The Pointe Apartments project covers the area designated as District C, which allows for up to 280 units.

5) **Environmental Determination:** In accordance with the California Environmental Quality Act (CEQA), an environmental impact report (EIR No. 00-03 (Attachment E)) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission's decision certifying the Final EIR (State Clearinghouse No. 2000051046), and adopting Findings of Fact, Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

Mitigation measures identified in FEIR No. 00-03 and subsequent addendums which are relevant have been included as conditions of approval. Since certification of FEIR No. 00-03 and approval of the subsequent addendums, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available. As the proposed use and development is consistent with the development anticipated under the RPSP, the Project necessitates neither changes nor additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

6) **Analysis:**

a. ***General Discussion:*** As discussed below, the Project has been found to be consistent with both the General Plan and the RPSP. In accordance with the RPSP, construction of the Project is subject to approval of a Development Design Review (DDR) permit by the Community Development Director.

b. ***General Plan Consistency:*** The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) uses which allows retail, commercial, government and residential uses. The proposed use is residential. Approval of this DDR permit has been determined to be consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.2	I	In-fill development, priority to mixed use	The Project site is within a developed area of the City and qualifies as infill.
CD-1.5	I	Housing Variety	The project promotes development of the RiverPark Specific Plan, which includes a variety of housing choices.
CD-1.7	I	Compact Development	Project promotes high density development in the Urban Village setting.
CD-1.9 and 1.10	I	Commute Reduction and Jobs-Housing Balance:	The Project allows for the development of residential development within the RiverPark Specific Plan, which is in close proximity to the multiple office park areas and other commercial businesses within RiverPark and along Oxnard Boulevard.
CD 9.2	I	Revitalization and Redevelopment	The development will improve an empty lot near the 101-Freeway.
ICS-1.2	I	Development Impacts to Existing Infrastructure	The project has been analyzed to ensure the development can be adequately served by existing infrastructure.
ER-10.1- & ICS-19.2	I	Promote use of Native and Water Wise Plants and Water Supply FIndings for Smaller Projects	The Project incorporates native and water wise plants and is conditioned to comply with City's Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.
H-2.1	I	Adequate Development Opportunities	The project includes the development of the required affordable housing that will be used to meet the City's RHNA requirements, this

H-2.2	I	Balanced Opportunities	housing type will meet the growing need for affordable by design workforce housing. Per the Conditions, the project will be required to have a 15 percent inclusionary requirement.
H-3.4	I	Inclusionary Housing Program	
CD-14.1 CD-14.2	II	Design review process Development Advisory Committee (DAC) functions	The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.

As conditioned, the Project is consistent with 2030 General Plan land use designation and the Goals and Policies.

c. ***Conformance with Zoning Development Standards:*** The RPSP provides for an approval process to promote efficient project review and to ensure that development within the RPSP area is consistent with the vision, spirit, design intent and objectives of the RPSP. This review process facilitates development of an efficient, walkable and attractive multi-use community. In accordance with Chapter 7 (Implementation) of the RPSP, the proposed development may be permitted with a DDR, subject to approval by the Community Development (Development Services) Director. The proposed development has been reviewed by the Town Master Planner/Architect (TMP), in accordance with Section 7.8.2.4 of the RPSP. The DAC, with the participation of the TMP, also reviewed the development proposal as part of the development design and review process. The RPSP designates the site as Planning District C: West Corridor Commercial District with a land use of Residential - Very High and Commercial - Regional. This designation anticipated development of the subject residential use, as outlined on page 2.13 of the RPSP. Based on the above the RiverPark TMP and staff have determined that this Project meets the requirements of the RPSP in terms of its location within Planning District C and will be subject to the residential and commercial square footage limitations within Chapter 2 and 7 of the RPSP. RPSP Section 2.5.2.3 establishes that the maximum Residential: Very High development area within District C shall be a maximum of 280 dwelling units and no further commercial shall be allowed in the district. Therefore, the proposed developments comply with the building area requirements of the RPSP.

The RPSP design guidelines for Building Type 7-R (Apartments - Urban) were utilized for the project. The projects comply with all of the development requirements for this building type as well as all other applicable development standards of the RPSP, as outlined in the consistency analysis prepared by the RiverPark TMP (Attachment C). The Applicant worked closely with the DAC to ensure that the building location, massing, height and character was designed to be compatible with existing and anticipated development on the subject property and vicinity. The TMP and staff have determined that the Project is consistent with the design intent, product

type specifications, and design standards of the RPSP.

d) ***Site Design:*** The proposed apartment building is designed as a single four-story wrap around building with a five and a half story centrally located parking structure. The building will face Town Center Drive, Oxnard Blvd, and Clyde River Place, with a vehicular access point on Clyde River Place. The ground floor open space will be located in multiple courtyards around the property that are mostly surrounded by wings that extend out from the central area of the building. Two rooftop decks will also be provided for the use of residents. The site will have an access road along the non-frontage side of the building, which will be used for emergency access and trash service. All four floors include residential units. The entry to each unit faces an interior hallway.

e) ***Circulation and Parking:*** Vehicle access to the subject project is provided via two driveways off of Ventura Road. Parking is to be provided in a five and a half -story 205,200 square foot centrally located parking structure with 490 residential parking spaces. Open parking for visitors and potential tenants is provided in this area. The following table compares the Specific Plan parking requirements with the parking provided as part of the project:

Bedroom Count	Parking requirement per RPSP	Parking Required	Total Provided
Studio and One Bedroom - 160 units	1 space per unit	160 spaces	-
Two Bedroom - 104 units	1.5 spaces per unit	156 spaces	-
Three Bedroom - 16 units	2 spaces per unit	32 spaces	-
Total Project	-	348 spaces	490 spaces

Therefore, the Project complies with the RiverPark Specific Plan requirements. While the Project is in conformance with the parking requirements of the RPSP, as required per the RPSP the project has been required to prepare a Parking Management Plan to designate residential and provide for the allocation of the residential spaces to residents. The attached draft Parking Management Plan includes strategies to ensure residents use on-site resident parking; not visitor parking or on-street parking allocated to (and required for) this project and adjacent uses (Attachment D).

f) ***Building Design:*** The Town Master Planner/Architect reviewed the development proposal to evaluate the project's consistency with the architectural and site design

elements outlined in the Design Guidelines in Chapter 4 of the River Park Specific Plan. Chapter 4 provides illustrations and descriptive information that sets forth neighborhood configuration, residential building design criteria, and block standards consistent with walkable traditional neighborhood designs, including the relationship of the building front to the street and garage access. The proposed Project includes the construction of a 4-story apartment building that fronts onto Oxnard Blvd. The proposed building is designed as a four story wrap around building with a centrally located five and a half story parking structure.

The building is contemporary in style with projecting and recessed elements. Exterior materials are a mixture of stucco, brick/stone veneer, and composite siding with glass and metal railings. Contrasting colors as well as differing parapet heights are used to further reduce the scale of the building elements. The buildings hold to the street edge, screening parking from the street and consistent with the proposed urban feel of the neighborhood. Colors include a more neutral palette, consisting primarily of shades of gray and white, with large glass windows and glass balconies.

g) ***Landscaping and Open Space:*** The Project site provides open space primarily through a series of courtyards, interior amenities, and rooftop decks. The open spaces consist of mostly passive recreation areas with landscaped seating and fire pits. A pool and spa is also provided in the ground floor courtyard, as well as a synthetic turf game lawn. A small dog park and a dog spa are also provided. A majority of the units also have private open space in the form of balconies. The only units without the balconies are the studios, however these units are by far the smallest in number being only 17 total of the 280 and they will still have access to the common open space areas.

h) ***Noise:*** The proposed residences are not expected to generate any excessive noise as a use on the property. Generally, the likely source of noise for a large residential project such as this would be the condenser units. The condenser units are proposed on the roof where they will be less likely to project off property toward the adjacent residences. The decibel level will be checked during the Building Permit submittal and will be approved pursuant to City Code §7-185, which establishes a threshold that the decibel level cannot exceed. Thus, the proposed project will not create significant noise impacts.

7) Development Advisory Committee: The Project was reviewed by necessary members of the Development Advisory Committee (DAC) including the Fire Department, Police Department, Public Works, and Development Services for conditions. These conditions of approval from DAC are included in the attached resolution.

8) Community Workshop and Public Input: The project went through the community workshop on November 20, 2023. At the meeting, the Project Planner and the Applicant presented the Project. No members of the public commented on the project during the

workshop presentations. However, multiple comments were received prior to the workshop from members of the public residing within RiverPark. The comments principally focused on the following issues:

- Congestion and parking are issues that exist within RiverPark and this project would exacerbate those further.
- The architecture was cheap, uninspiring, and looked like identical boxes.

9) **Appeal Procedure:** In accordance with Section 7.9.2.5 (Appeals) of the RiverPark Specific Plan, the Community Development Director's action may be appealed to the Planning Commission within 10 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the Planning Commission is not filed within 10 working days of the Community Development Director's decision, the decision of the Community Development Director shall be considered final.

Attachments:

A. Maps (Vicinity, General Plan, Zoning)
B. Project Plans
C. Development Consistency Analysis
D. Draft Parking Management Plan
E. FEIR No. 00-03 and Subsequent Addendums
F. Director Resolution

Vicinity Map



CITY OF OXNARD CALIFORNIA
Oxnard Planning
November 2, 2023

PZ 23-200-01
Location: 2800 N Oxnard Bl
APN: 1320110315
The Pointe Apts

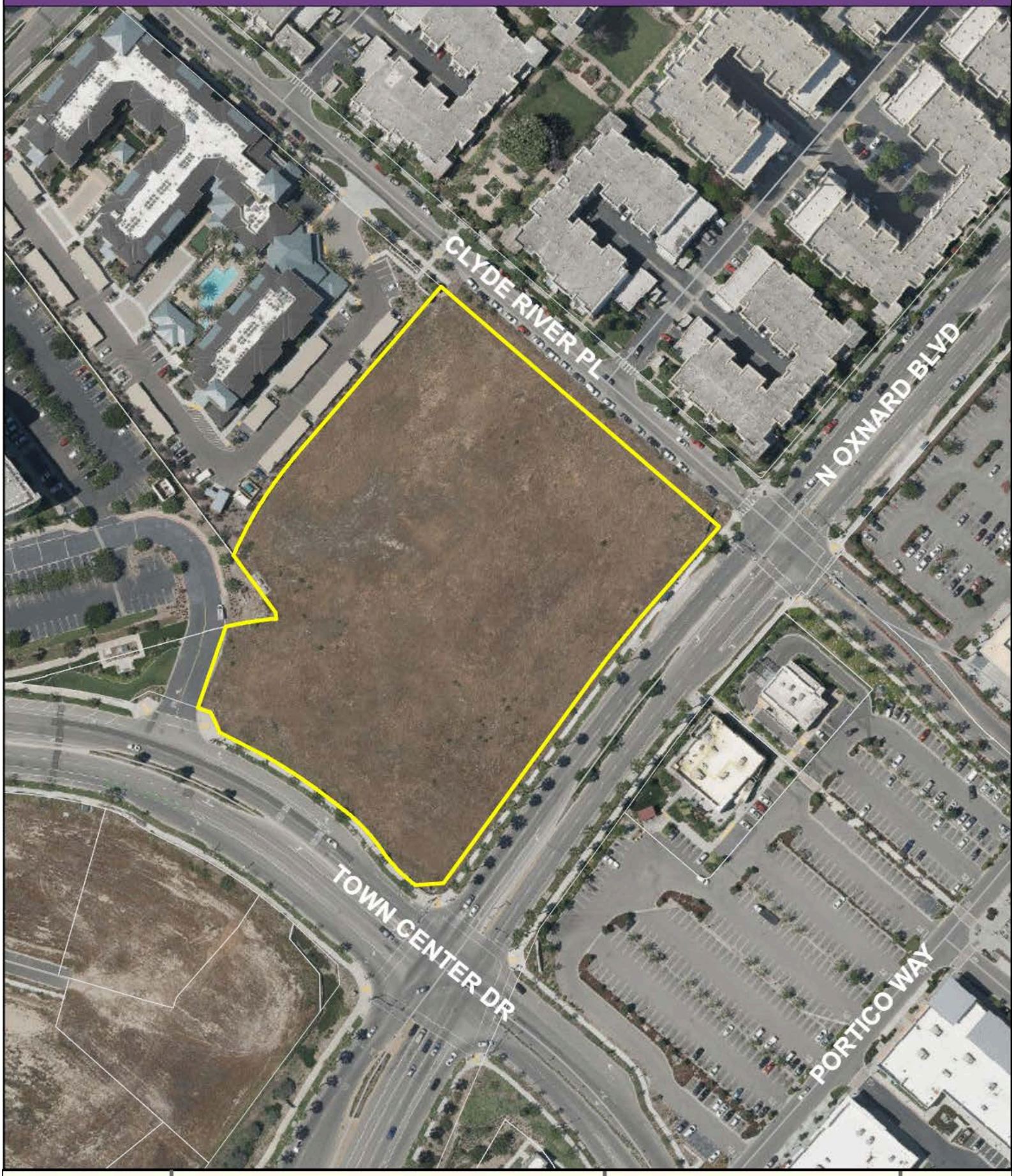
Vicinity Map

Miles
0 0.5 1 1.5 2

N

1:70,000

Aerial Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

November 2, 2023

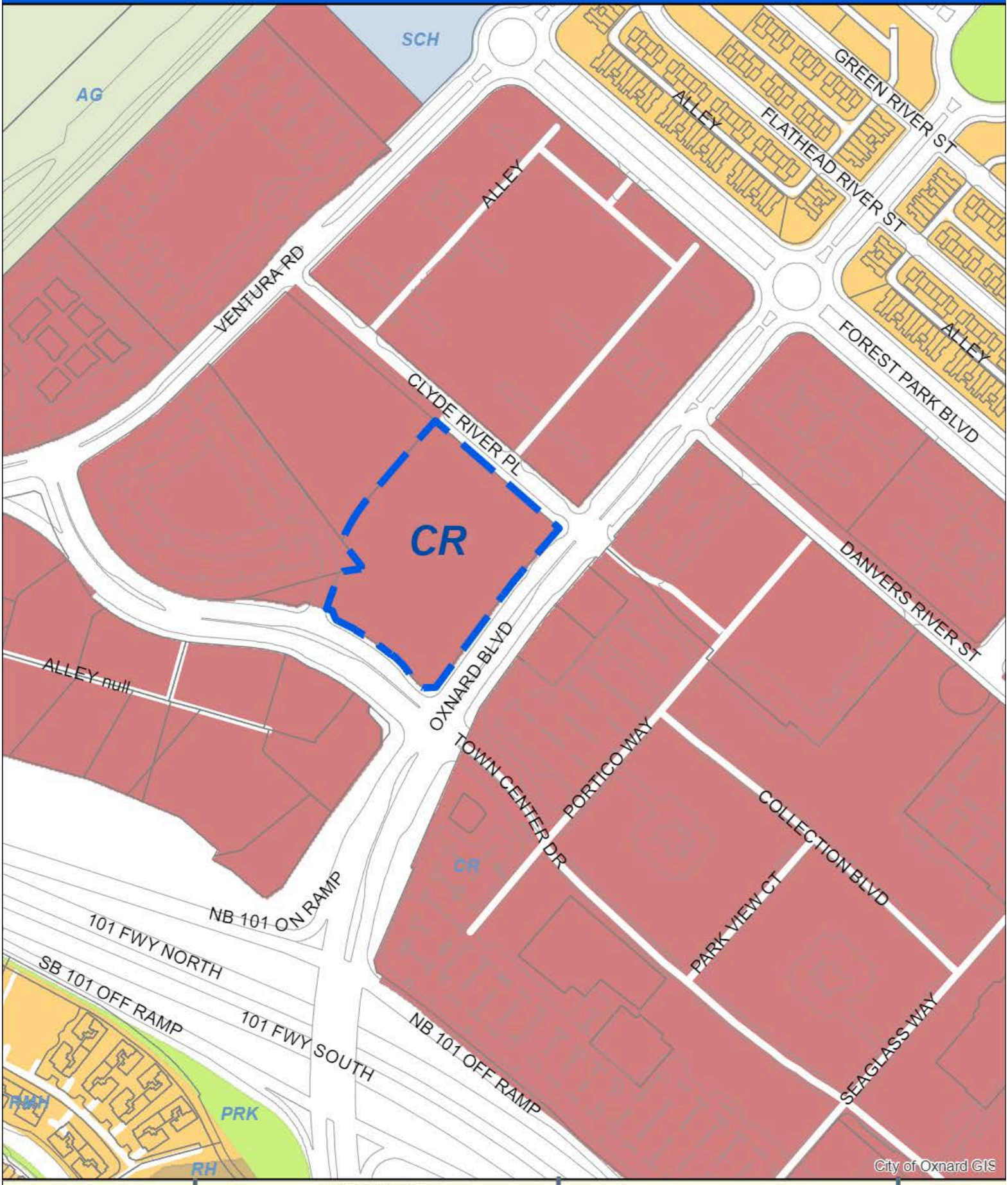
PZ 23-200-01
Location: 2800 N Oxnard Bl
APN: 1320110315
The Pointe Apts

Feet
0 25 50 100 150 200

Aerial Map

N

2030 General Plan Land Use Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

November 2, 2023

PZ 23-200-01
Location: 2800 N Oxnard Bl
APN: 1320110315
The Pointe Apts

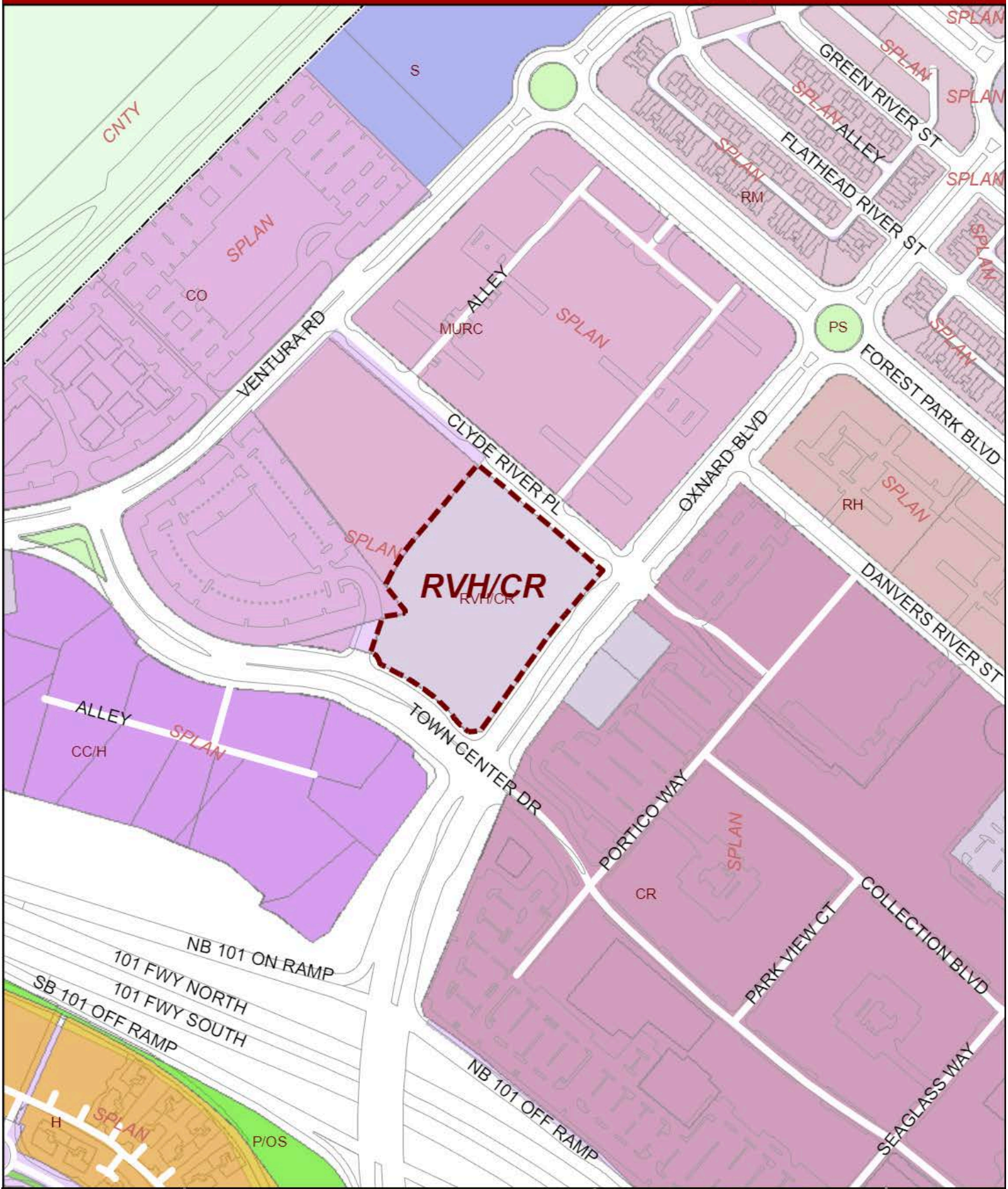
Feet
0 100 200 400

2030 General Plan Land Use Map

N

1:4,000

Zoning/Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

November 2, 2023

PZ 23-200-01
Location: 2800 N Oxnard Bl
APN: 1320110315
The Pointe Apts

0 62.5 125 250 375 500 Feet

Zoning/Specific Plan Map

N

1:4,000


OXNARD: THE POINTE
DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024
PL
THE POINTE
TCA
ARCHITECTS

PROJECT DESCRIPTION

Oxnard The Pointe is a new residential development located in the beautiful coastal city of Oxnard, California. The project is designed to embody the boat house architectural style, with dynamic articulation and overhang shed roofs with exposed rafters. The building will be constructed as a 4 Story Wrap, Type V construction with 280 units in total and a 5.5 Story Type-I Parking structure providing resident/guest parking and secure tenant bicycle parking.

The design concept for The Pointe Apartments is to create a calm and natural environment that reflects the beauty of its coastal location. The exterior color palette will feature neutral and natural colors that blend seamlessly with the surrounding environment. The building will have two roof decks that offer breathtaking sunset ocean views, providing a perfect spot for relaxation and enjoyment. In addition, two generous courtyards will provide residents with access to pool amenities, a game area, and relaxation areas. The complex is pet-friendly and has a dedicated dog park for the furry residents.
Oxnard The Pointe offers an expansive 14,500 square feet of shared amenities, including top-notch leasing, club, fitness and study/work areas. The leasing office will be staffed with knowledgeable and friendly professionals who are dedicated to providing residents with exceptional service. The club area will be a social hub for residents, featuring a variety of amenities such as a pool table, lounge areas, and a kitchen. The fitness area will be equipped with state-of-the-art equipment, providing residents with an excellent workout experience.

PROJECT TEAM

DEVELOPER:

Shea Properties
130 Vantis Street, Suite 200
Aliso Viejo, CA 92656
Contact: Willis Chin
P: 949.389.7227
P: 949.389.7434
www.SheaProperties.com
willis.chin@sheaproperties.com

ARCHITECT:

TCA Architects
18821 Bardeen Avenue
Irvine, CA 92612
Contact: Irwin Yau
P: 949.862.0270
P: 949.862.0289
www.tca-arch.com
iyau@tca-arch.com

LANDSCAPE ARCHITECT:

MJS Landscape Architecture
507 30th St.
Newport Beach, CA 92663
Contact: Matt Jackson
P: 949.675.9964
P: 949.636.1940
www.mjs-la.com
matt@mjs-la.com

CIVIL ENGINEER:

Huitt Zollars
2603 Main Street, Suite 400
Irvine, CA 92614-4250
Contact: Marc Haslinger
P: 949.988.5815
P: 949.988.5820
www.huitt-zollars.com
mhaslinger@huitt-zollars.com

DRY UTILITIES:

Moran Utility Services, INC.
27121 Calle Arroyo, Ste. 2220
San Juan Capistrano, CA 92675
Contact: Steve Lynn
P: 949.429.5566
www.moranutility.com
slynn@moranutility.com

ELECTRICAL & MECHANICAL ENGINEER:

Salas O'Brien
4160 Temescal Canyon Rd. Ste 308
Corona, CA 92883
Contact: Jeff Van Parys
P: 949.753.1553
www.salasobrien.com
jeff.vanparys@salasobrien.com

PLUMBING ENGINEER:

Ampam Parks Mechanical
17036 Avalon Blvd
Carson, CA 90746
Contact: Jack Li
P: 310.835.1532
www.ampam.com
jack.li@ampam.com

FIRE ENGINEER:

Woden
555 W 5th St, 35th Floor
Los Angeles, CA 90013
Contact: Nicole R.Mills
P: 508.523.7412
www.wodenfire.com
nmills@wodenfire.com

VICINITY MAP



INDEX

COVER SHEET

GENERAL:

G-1.1	PROJECT INDEX
G-1.2	PROJECT DATA
G-1.3	SITE SURROUNDINGS
G-1.4	EXISTING SITE CONDITIONS

ARCHITECTURE:

A-1.1	BUILDING PLANS: GROUND / ARCHITECTURAL SITE
A-1.2	BUILDING PLANS: 2ND FLOOR
A-1.3	BUILDING PLANS: 3RD FLOOR
A-1.4	BUILDING PLANS: 4TH FLOOR
A-1.5	BUILDING PLANS: RESIDENTIAL ROOF / 5TH PARKING FLOOR
A-1.6	BUILDING PLANS: 6TH PARKING FLOOR (PARTIAL)
A-2.1	UNIT PLANS: STUDIO
A-2.2	UNITS PLANS: ONE BEDROOM
A-2.3	UNITS PLANS: ONE BEDROOM
A-2.4	UNITS PLANS: ONE BEDROOM
A-2.5	UNITS PLANS: ONE BEDROOM
A-2.6	UNITS PLANS: TWO BEDROOM
A-2.7	UNITS PLANS: TWO & THREE BEDROOM
A-3.1	BUILDING ELEVATIONS: EXTERIOR SOUTH
A-3.2	BUILDING ELEVATIONS: EXTERIOR EAST
A-3.3	BUILDING ELEVATIONS: EXTERIOR NORTH
A-3.4	BUILDING ELEVATIONS: EXTERIOR WEST
A-3.5	BUILDING ELEVATIONS: POOL CY. SOUTH & EAST
A-3.6	BUILDING ELEVATIONS: POOL CY. NORTH & WEST
A-3.7	BUILDING ELEVATIONS: CY. SOUTH & EAST
A-3.8	BUILDING ELEVATIONS: CY. NORTH & WEST
A-4.1	BUILDING SECTIONS A & B
A-5.1	BUILDING MATERIALS & COLORS
A-5.2	BUILDING MATERIALS & COLORS
A-5.3	BUILDING MATERIALS & COLORS
A-6.1	BUILDING PERSPECTIVE
A-6.2	BUILDING PERSPECTIVE
A-6.3	BUILDING PERSPECTIVE
A-6.4	BUILDING PERSPECTIVE
A-6.5	BUILDING PERSPECTIVE
A-6.6	BUILDING PERSPECTIVE
A-6.7	BUILDING PERSPECTIVE
A-6.8	BUILDING PERSPECTIVE
A-6.9	BUILDING PERSPECTIVE
A-6.10	BUILDING PERSPECTIVE
A-6.11	BUILDING PERSPECTIVE

CIVIL:

ESP-1	ENGINEERING SITE PLAN - GRADING
ESP-2	ENGINEERING SITE PLAN - UTILITY
ESP-3	ENGINEERING SITE PLAN - EASEMENTS

LANDSCAPE:

L.1	CONCEPTUAL LANDSCAPE PLAN
L.2	LIFESTYLE IMAGERY
L.3	COURTYARD ENLARGEMENT PLAN
L.4	POOL TERRACE ENLARGEMENT PLAN
L.5	ROOF DECK ENLARGEMENT PLANS
L.6	MATERIALS PALETTE
L.7	TREE PLAN
L.8	PLANT PALETTE & NOTES
L.9	WALL AND FENCE PLAN

ELECTRICAL:

E100	ELECTRICAL SITE PLAN
E101	ELECTRICAL SITE PHOTOMETRICS
E102	ELECTRICAL SITE LIGHTING CUTSHEETS
E103	ELECTRICAL SITE LIGHTING CUTSHEETS

PLUMBING:

P0.0	PLUMBING NOTES AND SCHEDULES
P0.1	PLUMBING SITE PLAN

FIRE:

F-1	BUILDING FIRE PLAN - GROUND FLOOR
F-2	BUILDING FIRE PLAN - 2ND FLOOR
F-3	BUILDING FIRE PLAN - 3RD FLOOR
F-4	BUILDING FIRE PLAN - 4TH FLOOR
F-5	BUILDING FIRE PLAN - 5TH FLOOR
F-6	BUILDING FIRE PLAN - 6TH FLOOR

TRASH:

TR0.1	SITE PLAN
TR0.2	STAGING
TR1.0	WEST TRASH ROOMS
TR1.1	NORTHEAST TRASH ROOMS
TR2.0	CHUTE DETAILS

PROJECT DATA

SITE INFORMATION

ASSESSOR PARCEL #	132-0-110-315
ADDRESS	701 Town Center Drive / 2801 North Oxnard Boulevard
SITE AREA	211,298 SF
	4.85 AC

DEVELOPMENT PARAMETERS

		PERMITTED/REQUIRED	PROPOSED
ZONING		CR	RH
SETBACKS	(FRONT/SIDE/REAR)	5'/5'/5'	5'/5'/5'
FAR		N/A	2.59
FLOOR AREA*		N/A	546,524 SF
MAX. BLDG HEIGHT	(PER ZONING)	75'	64'
NUMBER OF UNITS		146 DU - 388 DU	280
DENSITY	(UNITS PER ACRE)	30-80 DU/AC	58 DU/AC

* Floor area includes...

UNIT SUMMARY

UNIT TYPE	Deck Size (SF)** Standard	Deck Size (SF)** Enlarged	Average SF*	Total # Units	Unit Mix	Total Net Rent.
Studio:						
S1	N/A	N/A	588	10	3.6%	5,880
S2	N/A	N/A	616	7	2.5%	4,312
			TOTAL	17	6.1%	10,192
1 Bedroom:						
A1	48	105	685	38	13.6%	26,030
A2	75	177	702	25	8.9%	17,550
A3	75	153	738	27	9.6%	19,926
A4	48	105	752	4	1.4%	3,008
A5	66	N/A	796	4	1.4%	3,184
A6	81	159	836	29	10.4%	24,244
A7	81	162	878	11	3.9%	9,658
A8	77	N/A	943	5	1.8%	4,715
			TOTAL	143	51.1%	108,315
2 Bedrooms:						
B1	75	191	1,098	51	18.2%	55,998
B2	75	191	1,134	32	11.4%	36,288
B3	185	285	1,147	21	7.5%	24,087
			TOTAL	104	37.1%	116,373
3 Bedrooms:						
C1	169	484	1,555	16	5.7%	24,880
TOTAL			928	280		259,760

* Square footage is taken from centerline of parti walls and outside of exterior walls, excluding all decks and balconies.

** Size of the balcony varies per different condition and elevation design. Same unit has several balcony variations. The table lists most common conditions.

FLOOR AREA SUMMARY**

Residential Floor Area	259,760 SF
Circulation \ Lobby	56,336 SF
Leasing	1,730 SF
Residential Amenities	11,594 SF
Roof Decks	1,877 SF
Utilities	10,027 SF
Total Type V Building Area	**341,324 SF**
Type I Parking Structure	**205,200 SF**
TOTAL	**546,524 SF**

BUILDING INFORMATION

4-STORY RESIDENTIAL WRAP - TYPE V CONSTRUCTION
5.5 STORY PARKING STRUCTURE - TYPE I CONSTRUCTION

Site Area	211,298 SF	4.85 AC	
Building Coverage (Footprint)	127,547 SF	2.93 AC	60%
Paved Area	43,043 SF	0.99 AC	20%
Landscape Area	40,708 SF	0.93 AC	19%

PARKING SUMMARY

REQUIRED PARKING

Unit Type	# Units	Ratio	Total
Studio	17	1.0	17
1-Bedroom	143	1.0	143
2-Bedrooms	104	1.5	156
3-Bedrooms	16	2.0	32
	280		348
Guest	280	0	0
TOTAL RESIDENTIAL REQ.		1.24	348

PROVIDED PARKING

LEVEL	Guest Standard	Guest HC	Guest EV Installed	Resident Standard	Resident HC	Resident EV Capable	Resident EVSE Ready	Resident EVSE Installed	Total Level
Level 1	14	2	3	26	3	10	16	2	76
Level 2	0	0	0	47	4	10	23	5	89
Level 3	0	0	0	48	4	10	23	5	90
Level 4	0	0	0	48	4	10	23	5	90
Level 5	0	0	0	48	4	10	23	5	90
Level 6	0	0	0	32	4	0	14	5	55
TOTAL	14	2	3	249	23	50	122	27	
								TOTAL PARKING	490
								PARKING RATIO	1.75

HC	5%	23
EV Capable	10%	50
EVSE Ready	25%	122
EVSE Installed	6%	27

BICYCLE PARKING - RESIDENTIAL REQUIRED/PROVIDED

	Ratio	# BD	Total
Short-term	0.05/BD	416	21
Long-Term	0.15/BD	416	62
		TOTAL	83

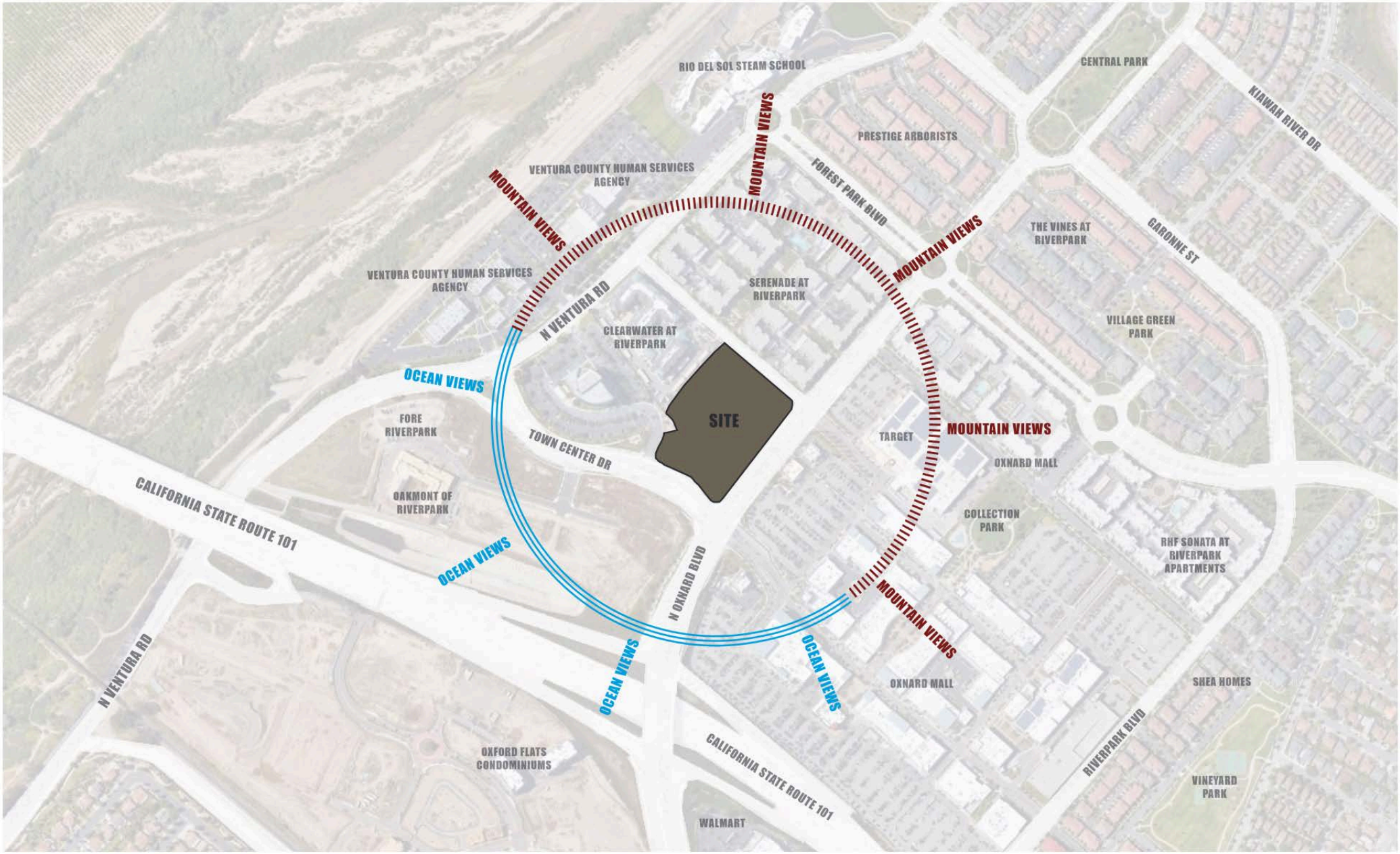
OPEN SPACE SUMMARY

REQUIRED

20% OF LOT AREA (COMMON & PRIVATE AREA COMBINED)		
10% MINIMUM COMMON SPACE		
LOT AREA	211,298 SF	
TOTAL REQ. OPEN SAPCE		**42,260 SF**

PROVIDED

		Total
Private balconies	approx.	22,619 SF
Courtyards	approx.	32,000 SF
Amenities	approx.	11,594 SF
Roof Decks	approx.	1,877 SF
	TOTAL	68,090 SF



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

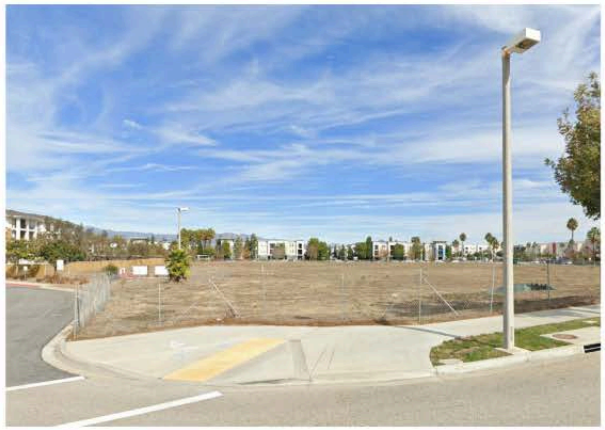
DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

SITE SURROUNDINGS

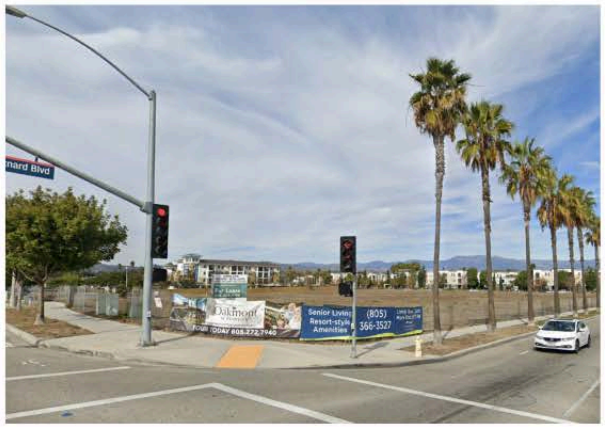
G-1.3



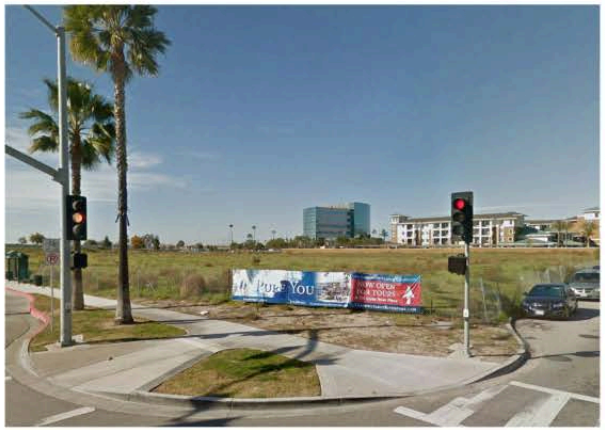
1 - ALONG SOUTHBOUND ENTERPRISE



2 - ALONG TOWN CENTER DR LOOKING EAST



3 - TOWN CENTER DR & N OXNARD BLVD. INTERSECTION



4 - N OXNARD BLVD. & CLYDE RIVER PL INTERSECTION



5 - ALONG CLYDE RIVER PL LOOKING SOUTH



KEY MAP



NOTE: FOR SITE VEGETATION/FURNITURE/FIXTURES & LIGHTING PLEASE REFER TO LANDSCAPE DRAWINGS. FOR DETAILED SITE INFORMATION PLEASE REFER TO CIVIL DRAWINGS

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

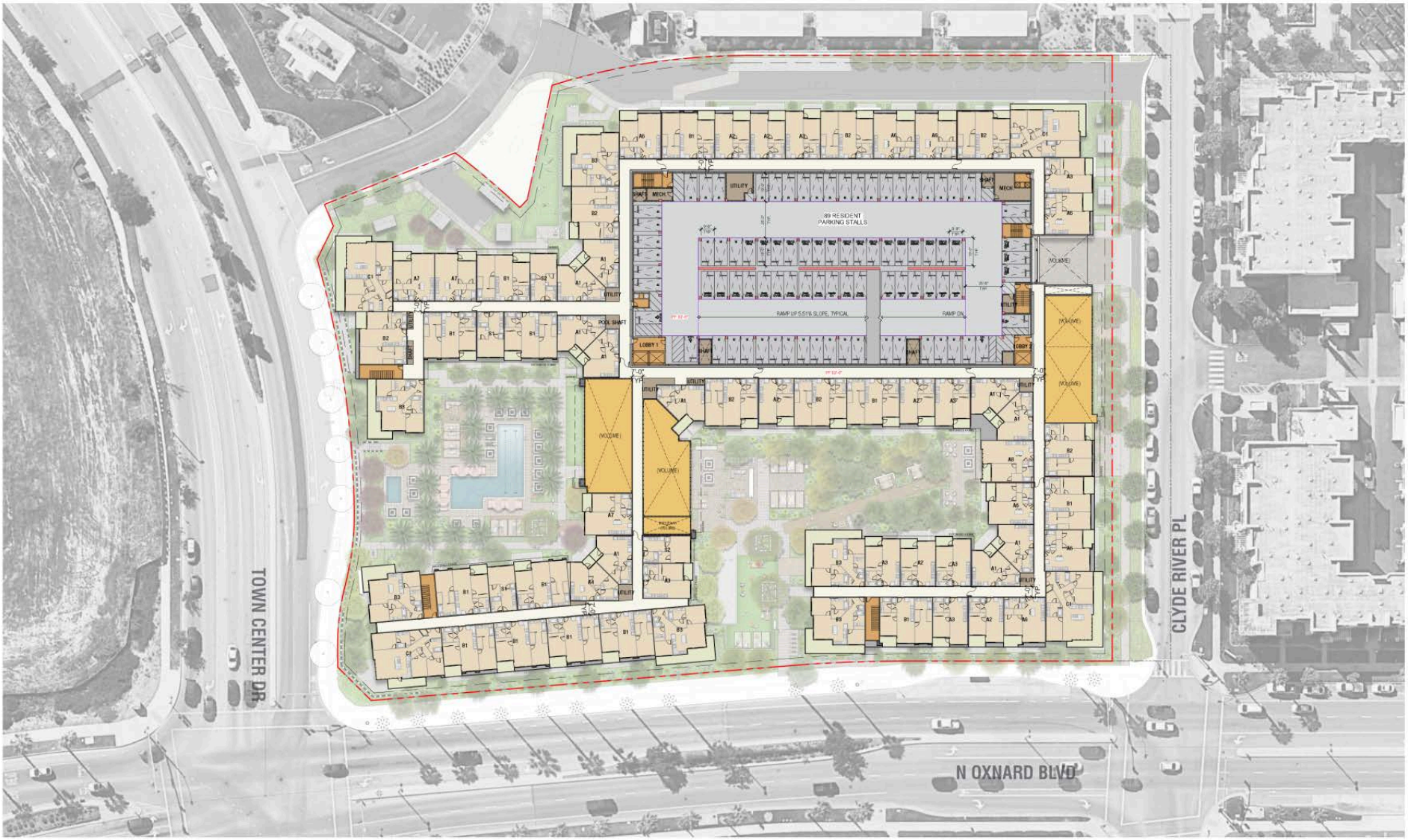
Shea Properties | MJS Landscape Architecture | Huitt-Zollars | Moran | Salas O'Brien | Woden

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
ARCHITECTURAL SITE PLAN / GROUND FLOOR

A-1.1



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS Landscape Architecture | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien | Arntzen Hall Mechanical

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
2ND FLOOR

A-1.2



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | Salas O'Brien | HÖDEN

DEVELOPMENT DESIGN
REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
3RD FLOOR

A-1.3



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

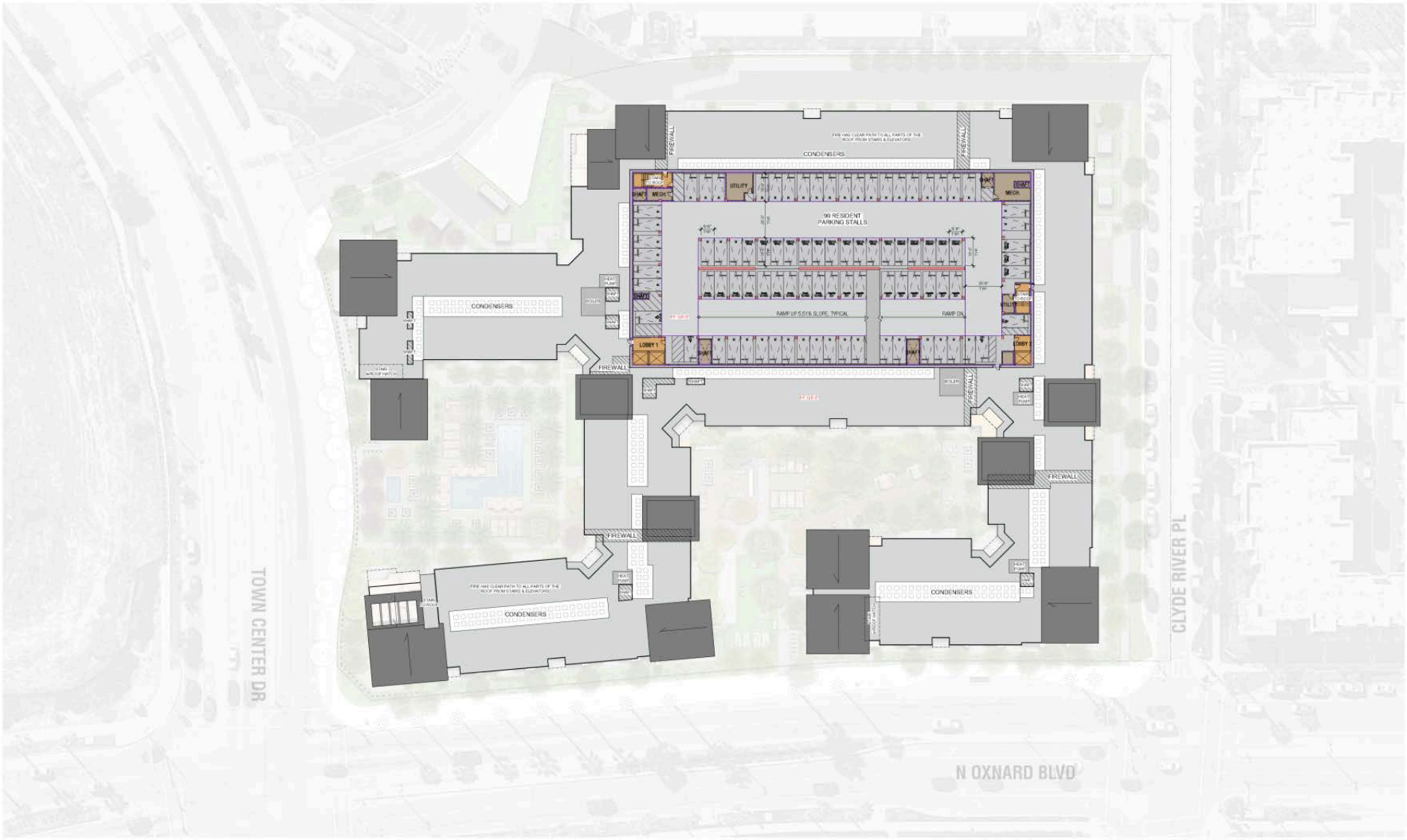
Shea Properties | MJS Landscape Architecture | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien | Arman

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
4TH FLOOR

A-1.4



NOTE: ROOF EQUIPMENT SHOWN IS AT CONCEPTUAL LEVEL BUT ALL OF IT WILL BE SCREENED BY PARAPETS

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

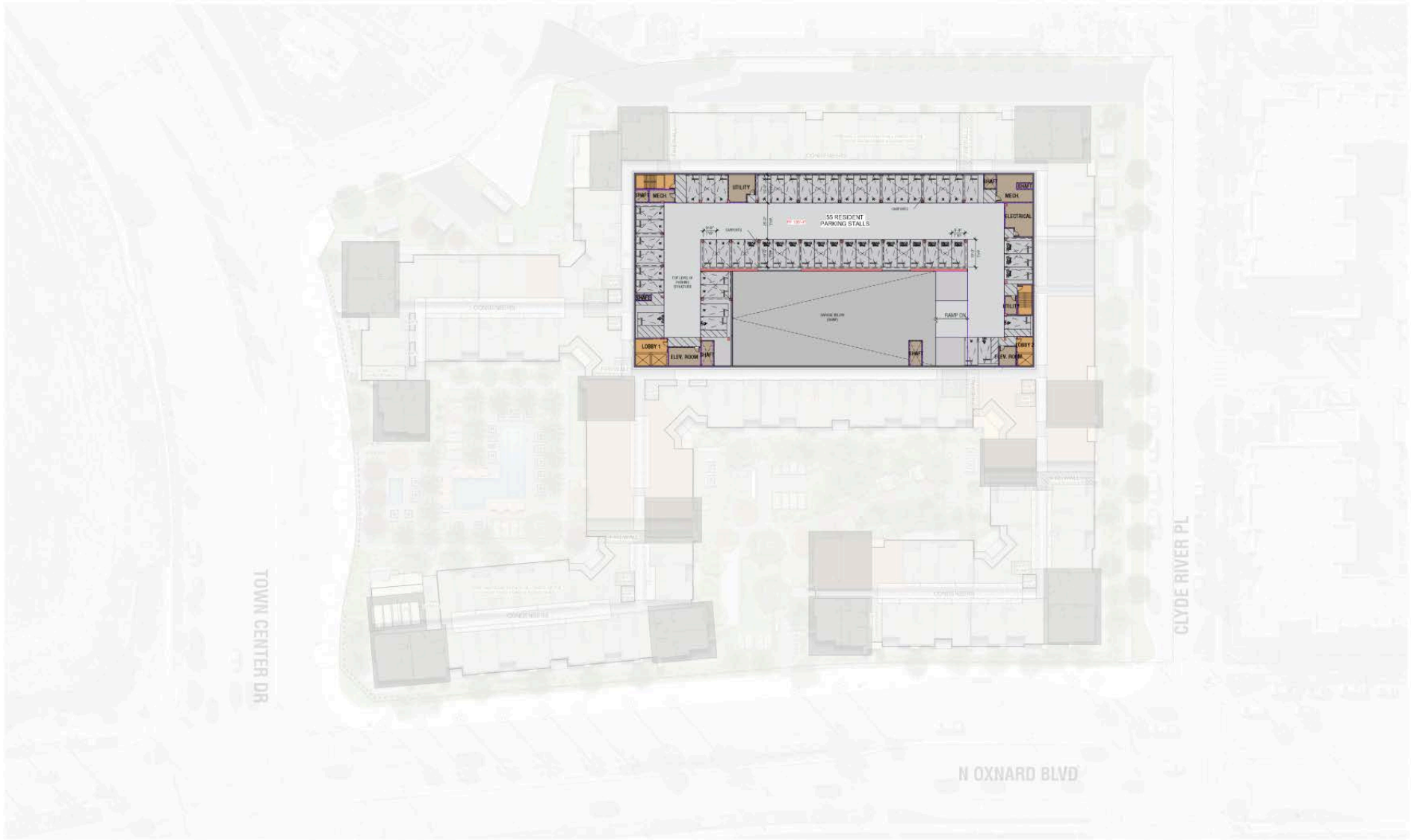
Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
RESIDENTIAL ROOF / 5TH PARKING FLOOR

A-1.5



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING PLANS
6TH PARKING FLOOR (PARTIAL)

A-1.6



S1

588 SF

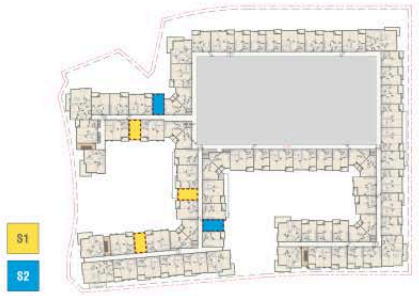
TOTAL 10 DU



S2

616 SF

TOTAL 7 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MJS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT

FEBRUARY 1, 2024

0' 4' 8' 16'

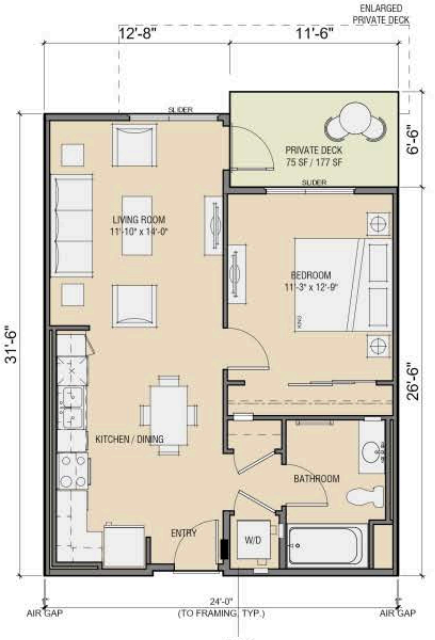
UNIT PLANS

STUDIO

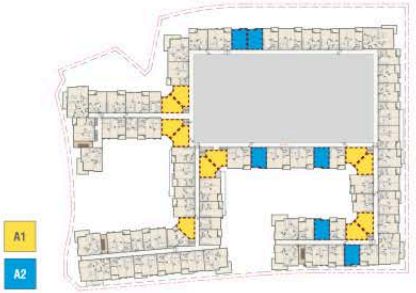
A-2.1



A1
685 SF
TOTAL 38 DU



A2
702 SF
TOTAL 25 DU



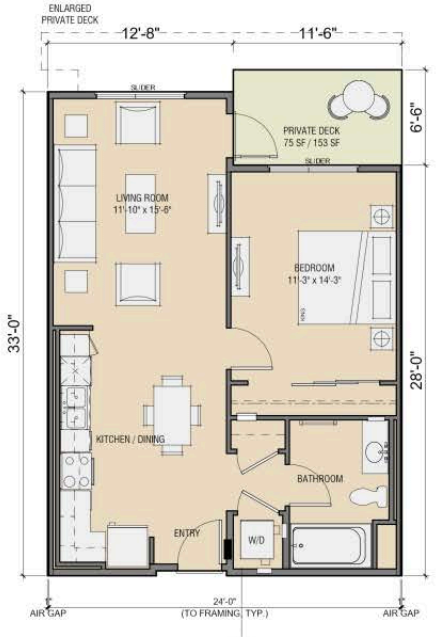
OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS
1 BEDROOM

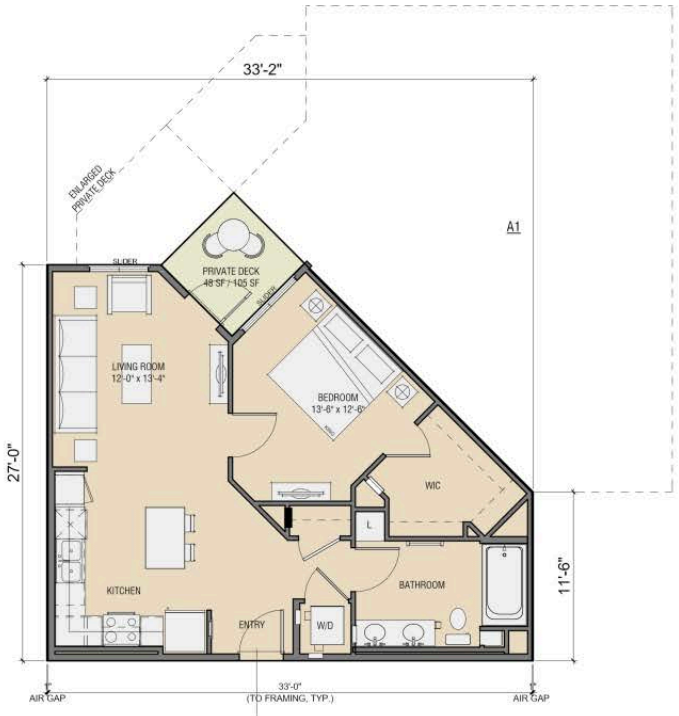
A-2.2



A3

738 SF

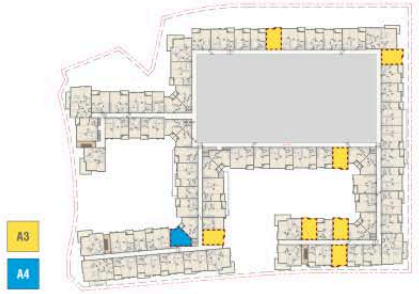
TOTAL 27 DU



A4

752 SF

TOTAL 4 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT

FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS

1 BEDROOM

A-2.3

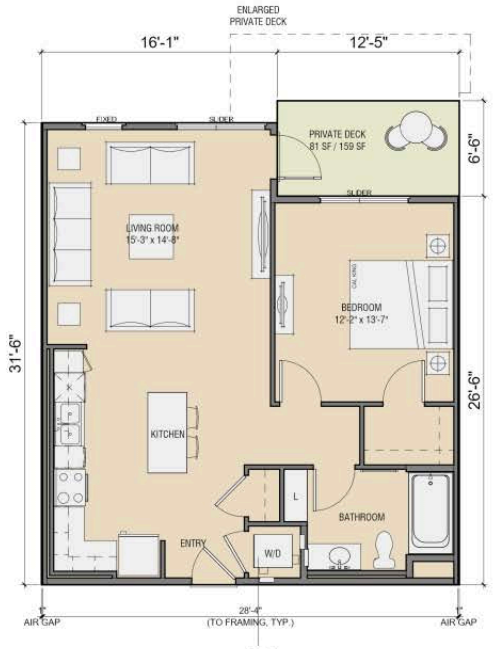


A5

796 SF

(TOWER)

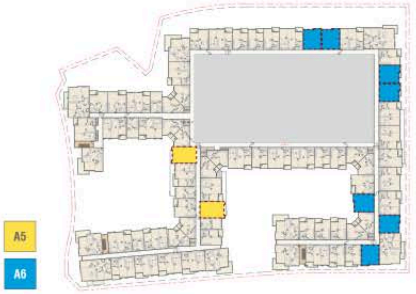
TOTAL 4 DU



A6

836 SF

TOTAL 29 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT

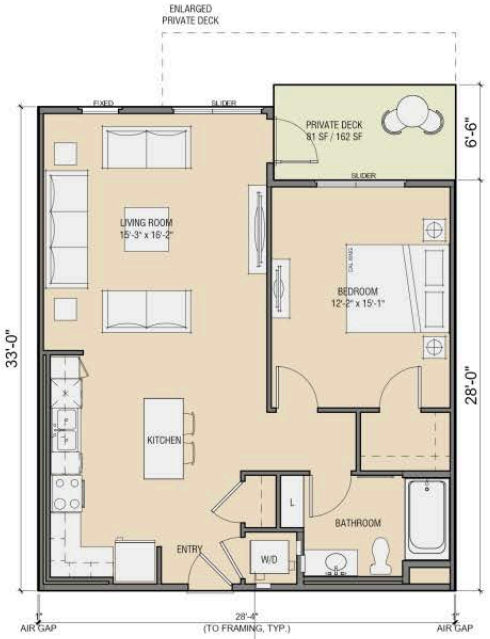
FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS

1 BEDROOM

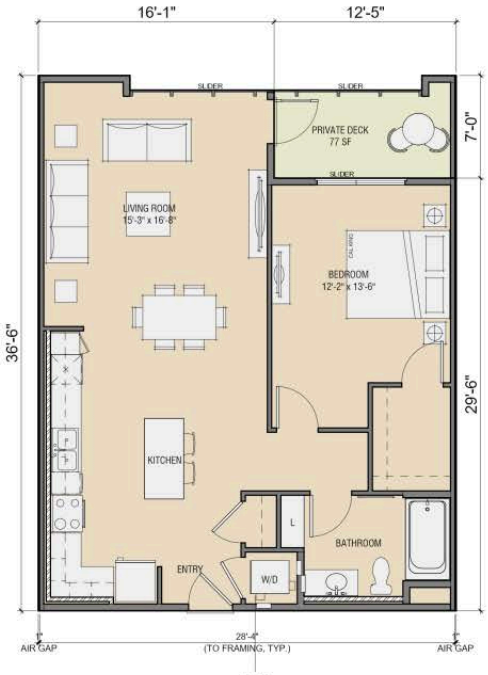
A-2.4



A7

878 SF

TOTAL 11 DU

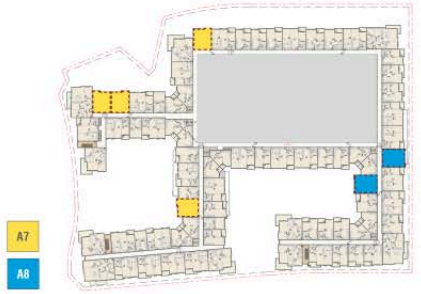


A8

943 SF

(TOWER)

TOTAL 5 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT

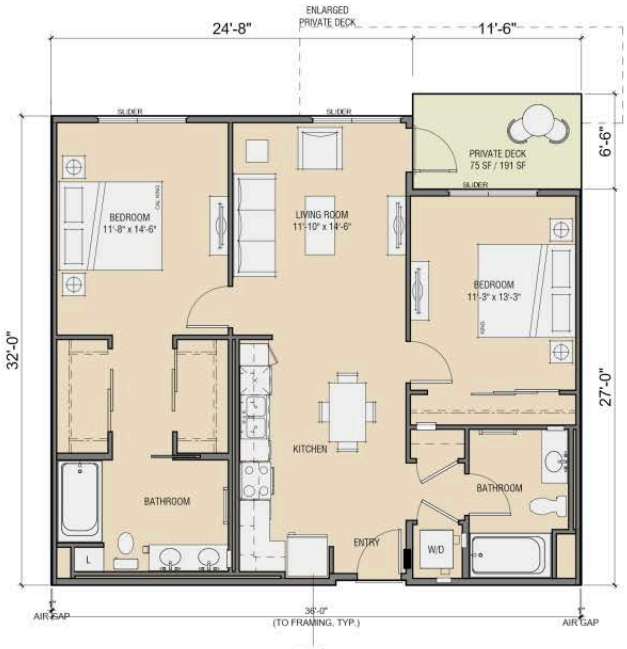
FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS

1 BEDROOM

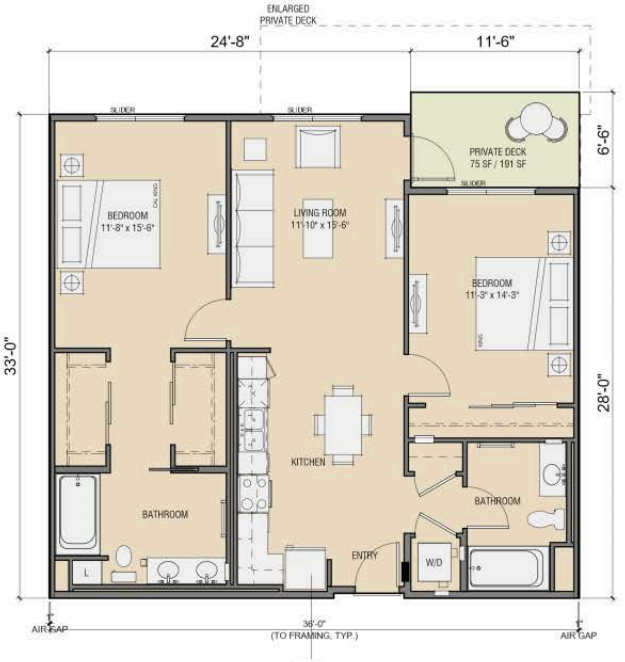
A-2.5



B1

1,098 SF

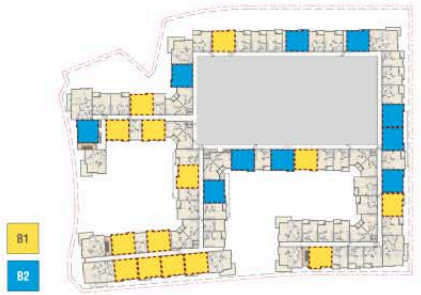
TOTAL 51 DU



B2

1,134 SF

TOTAL 32 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT

FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS

2 BEDROOM

A-2.6



B3

1,148 SF

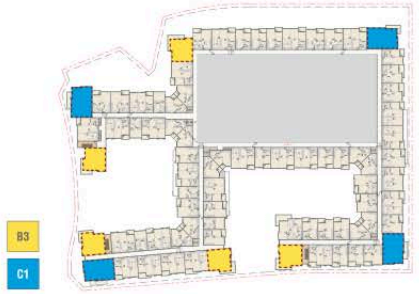
TOTAL 21 DU



C1

1,555 SF

TOTAL 16 DU



OXNARD: THE POINTE

OXNARD, CALIFORNIA

TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT

FEBRUARY 1, 2024

0' 4' 8' 16'

UNIT PLANS

2 & 3 BEDROOM

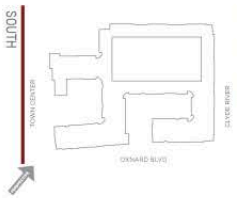
A-2.7



MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

BUILDING EXTERIOR ELEVATIONS
SOUTH

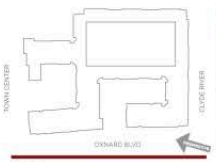
A-3.1



MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN



EAST



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

BUILDING EXTERIOR ELEVATIONS
EAST

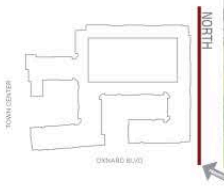
A-3.2



MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

BUILDING EXTERIOR ELEVATIONS
NORTH

A-3.3



MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN

WEST





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

BUILDING EXTERIOR ELEVATIONS
WEST

A-3.4

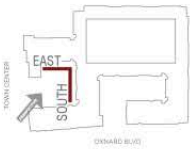




MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

POOL COURTYARD ELEVATIONS
SOUTH & EAST

A-3.5

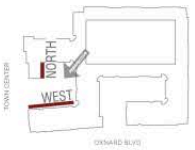




MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

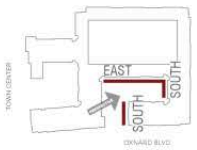




MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

COURTYARD ELEVATIONS
SOUTH & EAST

A-3.7

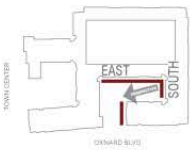




MATERIAL LEGEND

S1	STUCCO #1
S2	STUCCO #2
S3	STUCCO #3
S4	STUCCO #4
5	COMPOSITE SIDING
6	BRICK / STONE VENEER
7	PICKET RAILING
8	GLASS RAILING
9	STOREFRONT
10	VINYL WINDOW
11	WINDOW WALL
12	PAINTED CONCRETE

KEY PLAN





NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 16' 32' 64'

COURTYARD ELEVATIONS
NORTH & WEST

A-3.8



SECTION A

KEY PLAN





SECTION B

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 20' 40' 80'

BUILDING SECTIONS
A & B

A-4.1



S1 S2 S3 S4 STUCCO

FINISHES: 16/20 MEDIUM

MANUFACTURER: OMEGA OR SIMILAR

COLORS: SHERWIN WILLIAMS OR SIMILAR



5 COMPOSITE SIDING

FINISHES: N/A

MANUFACTURER: FIBERON OR SIMILAR

COLORS: SAHARA COLLECTION - PALO OR SIMILAR



6 BRICK / STONE VENEER (OR SIMILAR)

FINISHES: N/A

MANUFACTURER: CREATIVE MINES OR SIMILAR

COLORS: CRAFT WAREHOUSE BRICK - RAINCLOUD OR SIMILAR

S1
SW 7006
EXTRA WHITE

S2
SW 7066
GRAY MATTERS

S3
SW 7067
CITYSCAPE

S4
SW 9167
POLISHED CONCRETE



7 PICKET RAILING

FINISHES: SHOP PRIMED, FIELD PAINTED OR SIMILAR

MANUFACTURER: TBD

COLORS: SHERWIN WILLIAMS OR SIMILAR

SW 7067
CITYSCAPE



8 GLASS RAILING

FINISHES: TBD

MANUFACTURER: TBD

COLORS: CLEAR GLASS / SHERWIN WILLIAMS OR SIMILAR

METAL MEMBERS
SW 7067
CITYSCAPE



9 STOREFRONT

FINISHES: NATURAL ANODIZED OR SIMILAR
GLAZING: CLEAR WITH U-FACTOR OR SIMILAR

MANUFACTURER: ARCADIA OR SIMILAR

COLORS: CHARCOAL (E399B159/C439Z5629) OR COLOR MATCH / SIMILAR

E399B159 / C439Z5629
CHARCOAL

COLOR MATCH
SW 7067
CITYSCAPE



10 VINYL WINDOW

FINISHES: DOUBLE PANE NON-METAL TINTED GLAZING WITH U-FACTOR OR SIMILAR

MANUFACTURER: VPI WINDOWS OR SIMILAR

COLORS: SHERWIN WILLIAMS (BASED ON FACADE DESIGN) & STANDARD WHITE FOR INTERIOR OR SIMILAR

SW 7067
CITYSCAPE

SW 7006
EXTRA WHITE



11 WINDOW WALL

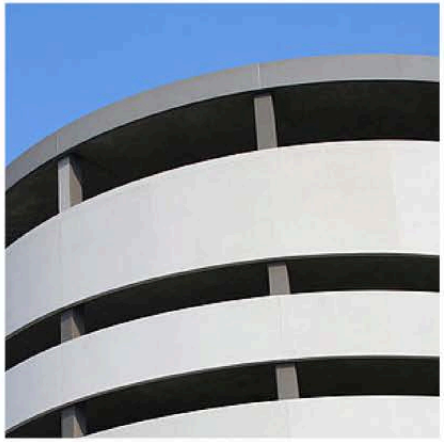
FINISHES: SHOP PRIMED, FIELD PAINTED OR SIMILAR

MANUFACTURER: ARCADIA OR SIMILAR

COLORS: CHARCOAL (E399B159 / C439Z5629) / COLOR MATCH SHERWIN WILLIAMS OR SIMILAR

E399B159 / C439Z5629
CHARCOAL

COLOR MATCH
SW 7067
CITYSCAPE



12 PAINTED CONCRETE

FINISHES: FIELD PAINTED OR SIMILAR

MANUFACTURER: N/A

COLORS: SHERWIN WILLIAMS OR SIMILAR

SW 7006
EXTRA WHITE



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
OXNARD BLVD & CLYDE RIVER INTERSECTION

A-6.1



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
SOUTHBOUND OXNARD BLVD

A-6.2



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
SOUTHBOUND OXNARD BLVD

A-6.3



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS Landscape Architecture | Huitt-Zollars | Moran | Salas O'Brien | Woden

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
NORTHBOUND OXNARD BLVD

A-6.4



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
TOWN CENTER & OXNARD BLVD INTERSECTION

A-6.5



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
TOWN CENTER & OXNARD BLVD INTERSECTION

A-6.6



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
EASTBOUND TOWN CENTER

A-6.7



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
SOUTHBOUND CLYDE RIVER

A-6.8



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS Landscape Architecture | Hunt-Zollars | Moran | Salas O'Brien | Woden

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
SOUTHBOUND CLYDE RIVER

A-6.9



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
POOL COURTYARD

A-6.10



NOTE: PERSPECTIVE RENDER IS AN ILLUSTRATIVE REPRESENTATION OF DESIGN INTENT AND EXISTING / PROPOSED VEGETATION ONLY. FOR ACTUAL VEGETATION AND SITE FURNITURE / FIXTURES REFER TO LANDSCAPE DRAWINGS.

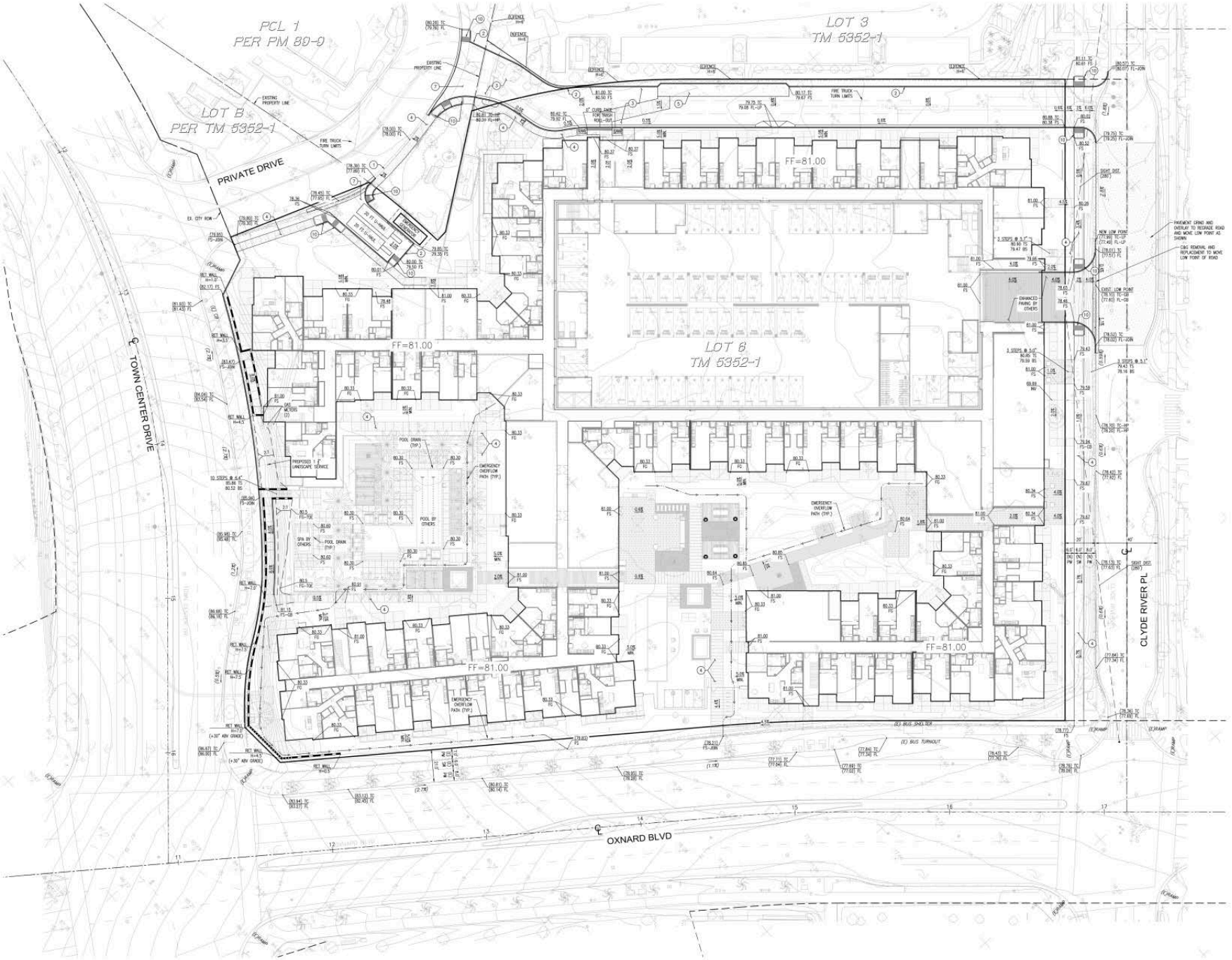
OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | HUITT-ZOLLARS | MORAN | Salas O'Brien | WÖDEN

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

BUILDING PERSPECTIVE
SECONDARY COURTYARD

A-6.11



THE POINTE WRAP APARTMENTS

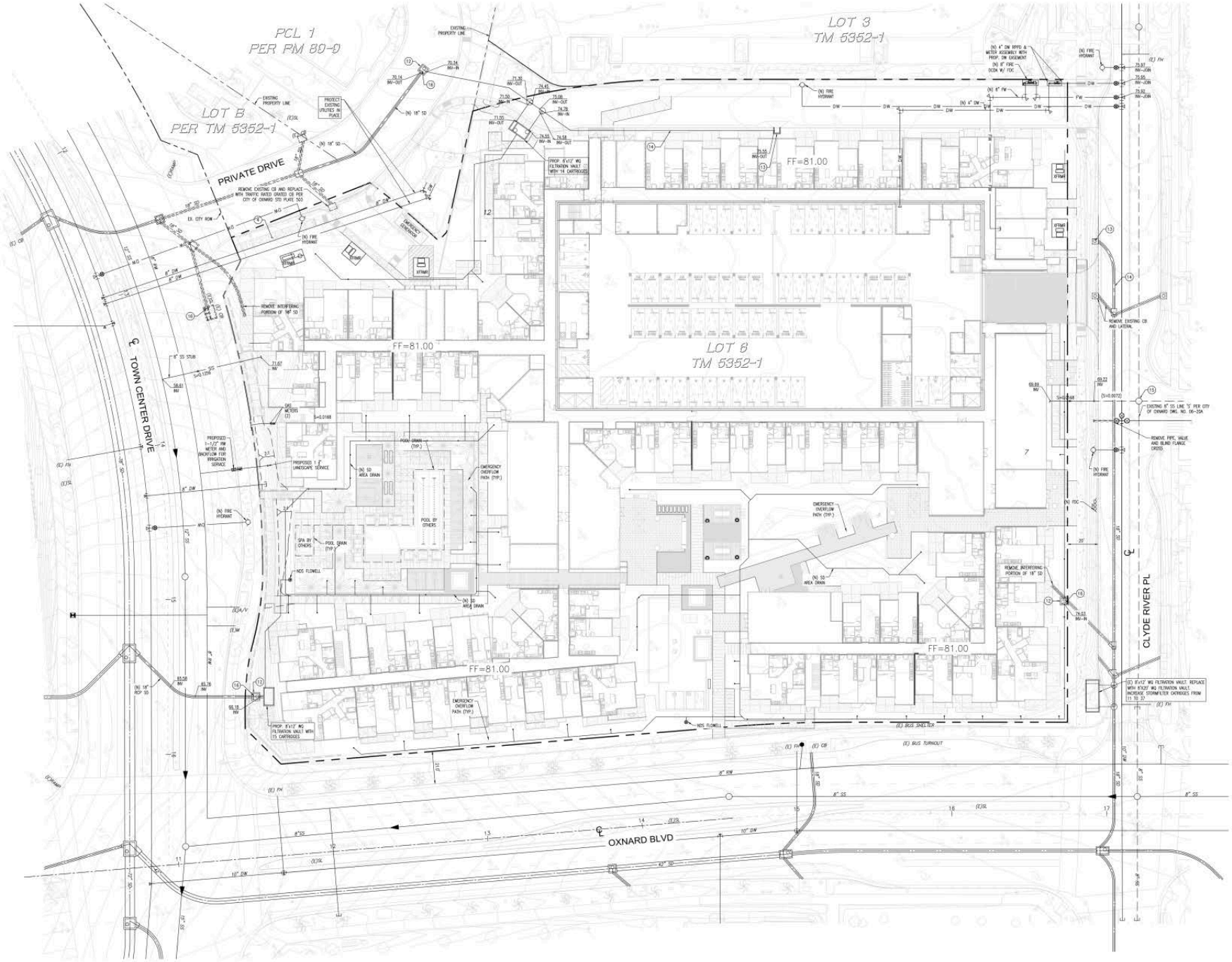
ENGINEERING SITE PLAN - GRADING

02/01/2024

SHEET ESP-1

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



CONSTRUCTION NOTES

12. STORM DRAIN MANHOLE
13. STORM DRAIN CATCH BASIN
14. STORM DRAIN PIPE
15. SEWER MANHOLE
16. FULL CAPTURE TRASH DEVICE

20' 10' 0 20' 40'
SCALE: 1" = 20'

THE POINTE WRAP APARTMENTS

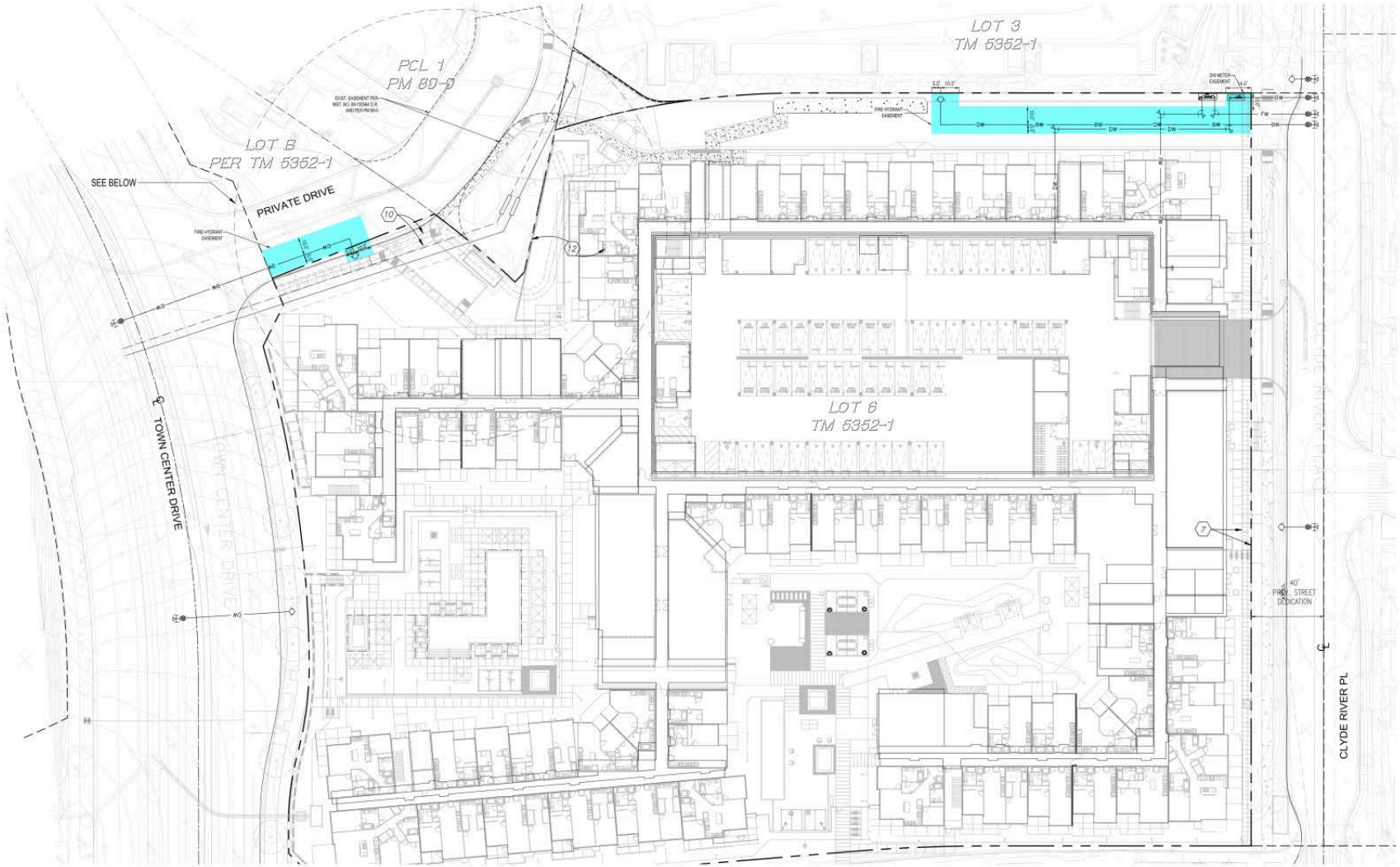
ENGINEERING SITE PLAN - UTILITY

02/01/2024

SHEET ESP-2

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



EXISTING EASEMENT NOTES

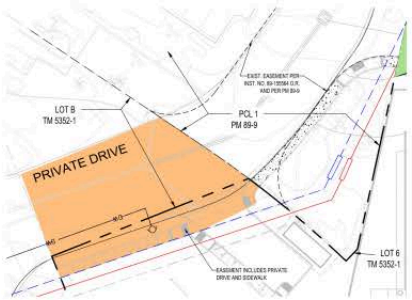
(7) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED IRREVOCABLE OFFER OF DEDICATION RECORDED JANUARY 27, 2005 AS INSTRUMENT NO. 05-21254 OF OFFICIAL RECORDS.
DISPOSITION: TO BE QUITCLAIMED

(10) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON, RECORDED JULY 5, 2007 AS INSTRUMENT NO. 20070705-0013240-0 OF OFFICIAL RECORDS.
DISPOSITION: TO BE QUITCLAIMED

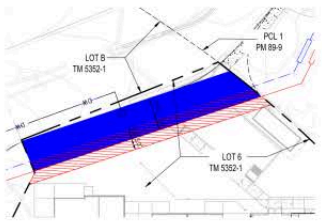
(12) AN EASEMENT FOR FACILITIES, INGRESS, EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF VERIZON CALIFORNIA, INC., A CALIFORNIA CORPORATION, RECORDED APRIL 14, 2008 AS INSTRUMENT NO. 20080414-0005773-0 OF OFFICIAL RECORDS.
DISPOSITION: TO BE QUITCLAIMED

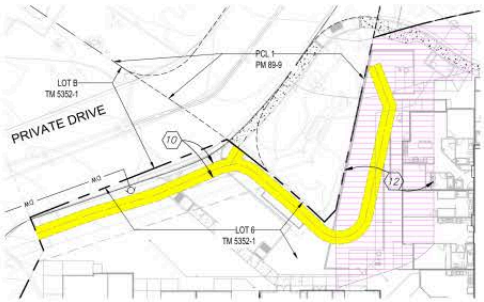
PROPOSED EASEMENT LEGEND

- TO CITY OF OXNARD FROM LOT 6, TM 5352-1 (FOR PCL 1, PM 89-9 DW PURPOSES)
- TO CITY OF OXNARD FROM LOT 6, TM 5352-1 (FOR DW PURPOSES)
- TO PCL 1, PM 89-9 FROM LOT 6, TM 5352-1 (FOR PCL 1, PM 89-9 FW PURPOSES)
- TO LOT 6, TM 5352-1 FROM LOT 3, TM 5352-1 (FOR INGRESS/EGRESS PURPOSES)
- TO PCL 1, PM 89-9 FROM LOT 6, TM 5352-1 (FOR INGRESS/EGRESS PURPOSES)









20' 10' 0 20' 40'
SCALE: 1" = 20'

THE POINTE WRAP APARTMENTS

ENGINEERING SITE PLAN - EASEMENTS

02/01/2024

SHEET ESP-3

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

HUITT ZOLLARS
2600 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties.

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

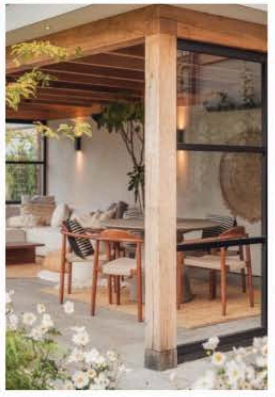
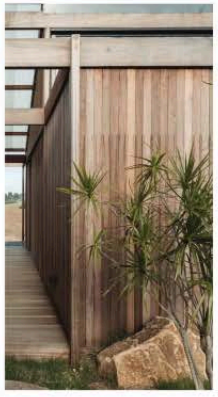
CONCEPTUAL LANDSCAPE PLAN

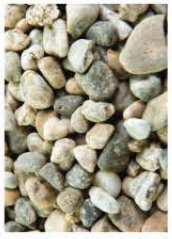
L.1

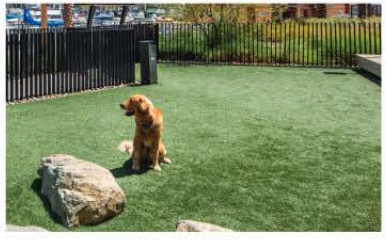


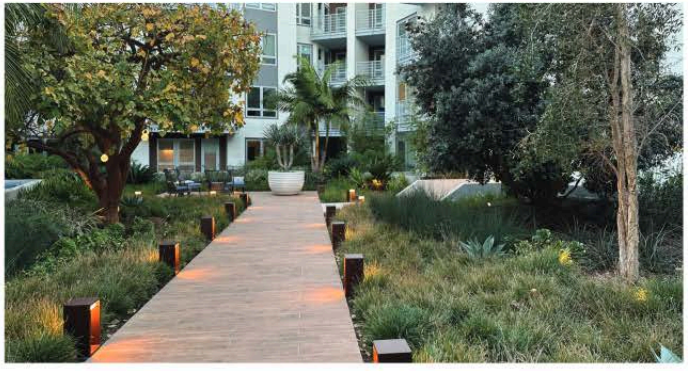













SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

LIFESTYLE IMAGERY

L.2



SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties.

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

0 5 10 20'

COURTYARD ENLARGEMENT PLAN

L.3



SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties.

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

0 5 10 20'

POOL TERRACE ENLARGEMENT PLAN

L.4



NORTH ROOF TERRACE
- lounge seating
- day beds
- pottery
- dining tables
- bbq

SOUTH ROOF TERRACE
- lounge seating
- fire pit
- pottery
- dining tables
- pottery w/ trees
- bbq



SOUTH ROOF TERRACE

NORTH ROOF TERRACE

HARDSCAPE KEY
SEE SHEET L.6

SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties.

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

ROOF DECK ENLARGEMENTS

L.5



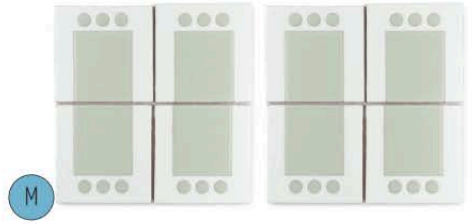
NATURAL GREY POURED IN PLACE CONCRETE



PAVER W/ BURNISH FINISH



DECORATIVE WALL W/ GREY BOARDFORM FINISH



TILE AT SPA WALL



COBBLE



SYNTHETIC TURF



CONCRETE LOW WALL W/ GREY BOARDFORM FINISH



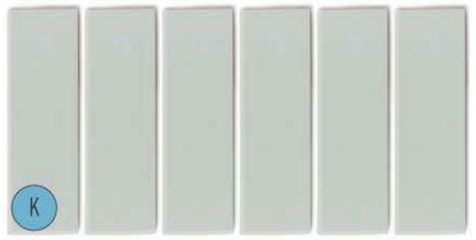
OUTDOOR PENDANT LIGHTING



HONEY PORCELAIN WOOD PAVER



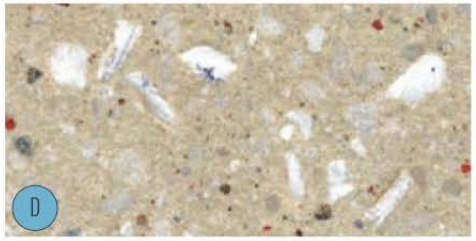
ASCALE 'TIVOLI WHITE' BBQ COUNTERTOP



2X6 WATERLINE POOL TILE



FIRE PIT A - CONCRETE ROUND FIRE PIT



CONCRETE PAVER WITH SHELL AGGREGATE AT POOL DECK



CLE TILE 'MALLOW' BRICK BBQ VENEER TILE



FIREPLACE VENEER TILE



FIRE PIT B -CONCRETE SQUARE FIRE PIT

SHEA THE POINTE
OXNARD, CALIFORNIA

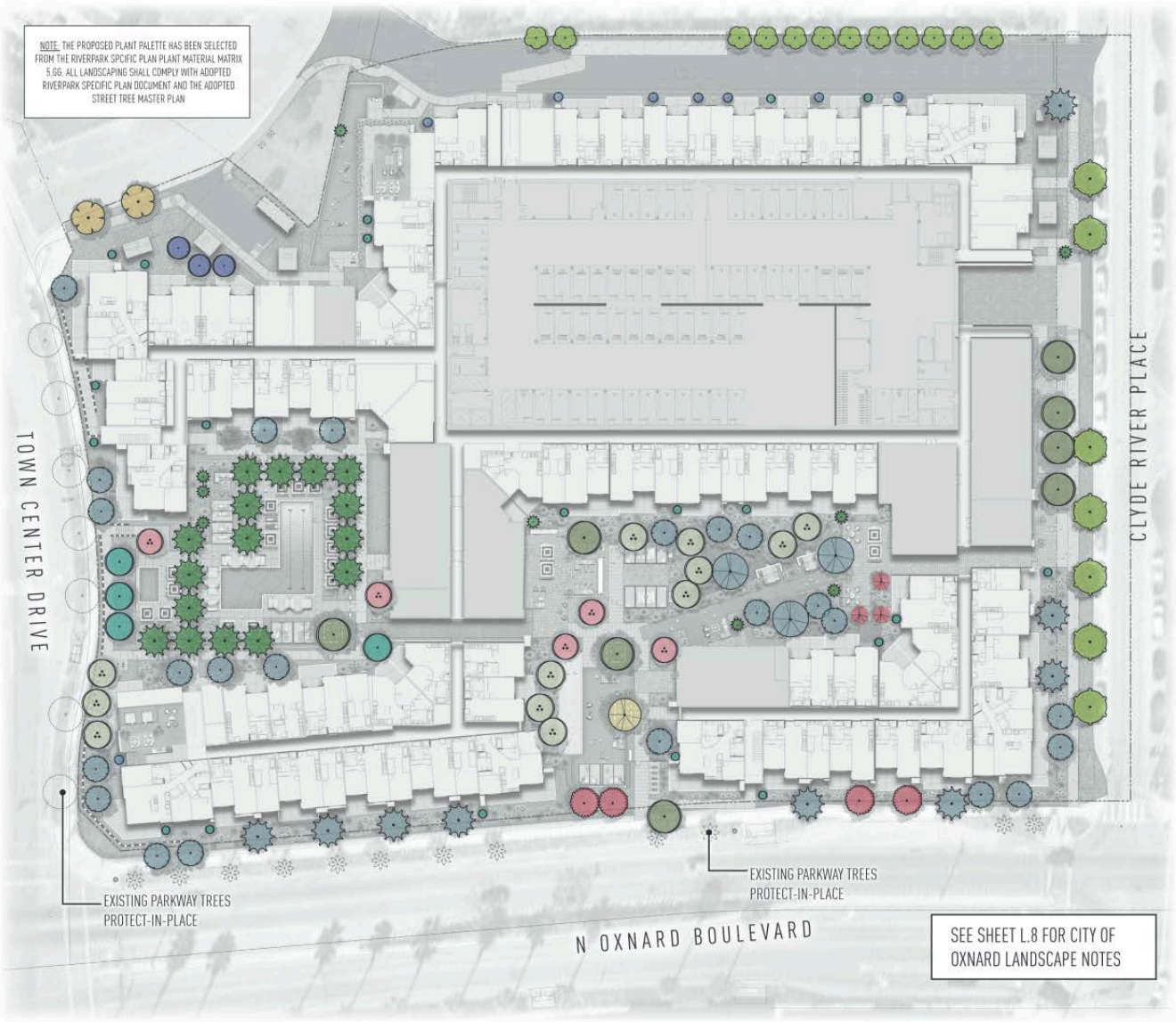
MJS LANDSCAPE ARCHITECTURE

Shea Properties

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

MATERIALS PALETTE

L.6



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY
	ARBUTUS X `MARINA` MARINA STRAWBERRY TREE MULTI-TRUNK	36"BOX	LOW	5
	ARBUTUS X 'MARINA' MARINA STRAWBERRY TREE STANDARD	36"BOX	MODERATE	4
	CERCIDIUM X `DESERT MUSEUM` THORNLESS PALO VERDE	36"BOX	LOW	1
	CERCIS CANADENSIS `FOREST PANSY` TM FOREST PANSY REDBUD	36"BOX	MODERATE	3
	CHILOPSIS LINEARIS DESERT WILLOW	36"BOX	LOW	3
	DRACAENA DRACO DRAGON TREE	36"BOX	LOW	9
	ELAEOCARPUS DECIPIENS TM JAPANESE BLUEBERRY TREE	24"BOX	MEDIUM	20
	LAURUS X `SARATOGA` SARATOGA HYBRID LAUREL	24"BOX	LOW	12
	MELALEUCA LINARIIFOLIA FLAXLEAF PAPERBARK MULTI-TRUNK	24"BOX	LOW	12
	METROSIDEROS EXCELSA NEW ZEALAND CHRISTMAS TREE	24"BOX	MODERATE	23
	OLEA EUROPAEA `SWAN HILL` TM SWAN HILL OLIVE - STANDARD FORM	48"BOX	LOW	8
	PHOENIX DACTYLIFERA 'MEDJOOL' MEDJOOL DATE PALM	20` B.T.H.	LOW	16
	PINUS ELDARICA AFGHAN PINE	20` B.T.H.	MODERATE	9
	PLATANUS X ACERIFOLIA LONDON PLANE TREE	36"BOX	MODERATE	7
	QUERCUS AGRIFOLIA COAST LIVE OAK MULTI-TRUNK	48"BOX	VERY LOW	3
	TRISTANIA CONFERTA BRISBANE BOX	36"BOX	MODERATE	4
	ULMUS PARVIFOLIA 'TRUE GREEN' TRUE GREEN LACEBARK ELM	36"BOX	MODERATE	2

NO EXISTING TREES ON THE DEVELOPMENT PARCEL

SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

0 15 30 60

TREE PLAN

L.7

PRELIMINARY PLANT PALETTE NOTES:

1. THE OBJECTIVE OF THE OVERALL LANDSCAPING CONCEPT IS TO PROVIDE A DISTINCT VISUAL IMPRESSION AND COMMUNITY IDENTITY, SOFTEN THE URBAN EXPERIENCE, PROVIDE THE HIGHEST LEVEL OF AESTHETIC STANDARDS COMPLIMENTED BY THE QUALITY OF THE BUILDING MATERIALS THAT WILL ASSURE AN ATTRACTIVE ENVIRONMENT ENHANCING THE QUALITY OF LIFE AMONG ITS RESIDENTS AND VISITORS.

2. THE LANDSCAPE IRRIGATION CONCEPT FOR THE SITE WILL BE DESIGNED TO PROVIDE THE MOST EFFICIENT AND CONSERVING MEANS TO DISTRIBUTE IRRIGATION WATER AND PROVIDE THE PROPERTY MANAGER WITH THE LATEST TECHNOLOGY FOR WATER CONSERVATION.

3. THE FOLLOWING PLANT MATERIAL AS SELECTED IS COMPLIANT WITH CITY OF OXNARD GREEN INITIATIVES OR CAL GREEN EQUIVALENT INCLUDING CONSIDERATION FOR WATER CONSERVATION AND NON-INVASIVE SPECIES.

FOR TREE LIST SEE SHEET L.7

PLANT PALETTE NOTE:

THE PROPOSED PLANT PALETTE HAS BEEN SELECTED FROM THE RIVERPARK SPCIFIC PLAN PLANT MATERIAL MATRIX 5.GG. ALL LANDSCAPING SHALL COMPLY WITH ADOPTED RIVERPARK SPECIFIC PLAN DOCUMENT AND THE ADOPTED STREET TREE MASTER PLAN

IRRIGATION NOTE:

THE ONSITE IRRIGATION SYSTEM SHALL CONNECT TO THE RECYCLED WATER SYSTEM. THE PROJECT SHALL BE RESPONSIBLE FOR IRRIGATING THE NEW FRONTAGE LANDSCAPING.

WATER EFFICIENT LANDSCAPE WORKSHEET

Reference Evapotranspiration (ETo) 38.42 **ETAF for MAWA** 0.55 (Residential)

Hydrozone # /Planting Description*	Plant Factor (PF)	Irrigation Method*	Irrigation Efficiency (IE)*	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)*
Regular Landscape Areas							
HYDROZONE 1: N/E PERIMETER	0.300	drip	0.81	0.37	8,189	3,033	72,248
HYDROZONE 2: S/W PERIMETER	0.30	drip	0.81	0.37	6,142	2,275	54,187
HYDROZONE 3: N/E FACING COURTYARD	0.50	drip	0.81	0.62	14,331	8,846	210,722
HYDROZONE 3: S/W FACING COURTYARD	0.50	drip	0.81	0.62	12,284	7,583	180,623
			0.81				
				Totals	40,946	21,737	517,779
Special Landscape Areas							
				1.00			
				1.00			
				1.00			
				Totals			
						ETWU Total	517,779
						Maximum Allowed Water Allowance (MAWA)*	536,443

*Hydrozone #/Planting Description
E.g.
1) front lawn
2) low water use plantings
3) medium water use planting

*Irrigation Method
overhead spray or drip

*Irrigation Efficiency
0.75 for spray head
0.81 for drip

*ETWU (Annual Gallons Required)
= ETo x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year

*MAWA (Annual Gallons Allowed) = (ETo) x (0.62) x [(ETAF x LA) + ((1-ETAF) x SLA)]
- where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	21,737
Total Area	40,946
Average ETAF	0.53

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

2023.05.11_Shea Demand_Water Calcs.xlsx printed 1/25/2024

PRELIMINARY PLANT PALETTE

SHRUBS - 3' O.C. SPACING

BOTANICAL NAME	COMMON NAME	CONT	WUCOLS
LARGE SHRUBS:			
ARCTOSTAPHYLOS MANZANITA 'DR. HURD'	DR. HURD MANZANITA	5 GAL	LOW
FREMONTODENDRON X 'KEN TAYLOR'	FLANNEL BUSH	15 GAL	VERY LOW
MEDIUM SHRUBS:			
CEANOTHUS SP.	CALIFORNIA LILAC	5 GAL	LOW
GREVILLEA X 'PEACHES AND CREAM'	GREVILLEA	5 GAL	LOW
LEUCADENDRON DISCOLOR 'POM POM'	POM POM LEUCADENDRON	15 GAL	LOW
LEUCOSPERMUM CORDIFOLIUM 'FLAME GIANT'	GIANT ORANGE NODDING PINCUSHION	15 GAL	LOW
PITTOSPORUM CRASSIFOLIUM 'NANA'	KARO PITTOSPORUM	5 GAL	MODERATE
ROSMARINUS OFFICINALIS 'TUSCAN BLUE'	TUSCAN BLUE ROSEMARY	5 GAL	LOW
WESTRINGIA FRUTICOSA	COAST ROSEMARY	5 GAL	LOW
SMALL SHRUBS AND GROUNDCOVERS:			
AJUGA REPTANS	CARPET BUGLE	1 GAL	MODERATE
ASPARAGUS DENSIFLORUS 'MYERS'	MYERS ASPARAGUS	5 GAL	MODERATE
ASTER LAEVIS	SMOOTH BLUE ASTER	1 GAL	LOW
ERIGERON GLAUCUS 'WAYNE RODERICK'	SEASIDE DAISY	1 GAL	LOW
IRIS DOUGLASIANA	DOUGLAS IRIS	5 GAL	LOW
PENSTEMON HETEROPHYLLUS 'MARGARITA BOP'	BEARD TONGUE	1 GAL	LOW
PITTOSPORUM TENUIFOLIUM 'GOLF BALL'	GOLF BALL TAWHIWHI	5 GAL	MODERATE
ROSMARINUS OFFICINALIS 'PROSTRATUS'	ROSEMARY	5 GAL	LOW
SALVIA X 'MRS. BEARD'	SAGE	5 GAL	LOW
TEUCRIUM CHAMAEDRYS	GERMANDER	5 GAL	LOW
ZEPHYRANTHES CANDIDA	ZEPHYRLILY	1 GAL	MODERATE
ACCENT/COLOR SHRUBS:			
AEONIUM X 'MINT SAUCER'	MINT SAUCER AEONIUM	5 GAL	LOW
AGAVE ATTENUATA	FOXTAIL AGAVE	5 GAL	LOW
ALOE PLICATILIS	FAN ALOE	5 GAL	LOW
ALOE X SPINOSISSIMA	ALOE	5 GAL	LOW
ORNAMENTAL GRASSES:			
CAREX DIVULSA	BERKELEY SEDGE	1 GAL	MODERATE
FESTUCA GLAUCA	BLUE FESCUE	1 GAL	LOW
LOMANDRA LONGIFOLIA	MAT RUSH	5 GAL	LOW
MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	5 GAL	MODERATE
PENNISETUM SPATHIOLATUM	RYE PUFFS	5 GAL	MODERATE
SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	1 GAL	MODERATE
SISYRINCHIUM BELLUM	BLUE EYED GRASS	1 GAL	LOW
VINES/CLIMBING SHRUBS:			
CLEMATIS LASIANTHA	PIPESTEM CLEMATIS	5 GAL	VERY LOW
CLEMATIS LIGUSTICIFOLIA	WESTERN WHITE CLEMATIS	5 GAL	LOW
CLEMATIS MACROPETALA	CLEMATIS	5 GAL	MODERATE
LONICERA HISPIDULA	HONEYSUCKLE	5 GAL	LOW
ROSA DAVID AUSTIN 'CLAIRE AUSTIN'	ENGLISH ROSE	15 GAL	MODERATE
ROSA X 'CECILE BRUNNER'	CECILE BRUNNER CLIMBING ROSE	15 GAL	MODERATE
WISTERIA SINENSIS	CHINESE WISTERIA	15 GAL	MODERATE

TURF:

TURF : SYNTHETIC IMPERIAL RYE FESCUE 90 OZ. TURF
DOG PARK: IMPERIAL 'PET PRIDE PRO' W/ WASH-DOWN SYSTEM

IRRIGATION CONCEPT NOTES:

THE FOLLOWING IS A SUMMARY OF THE PROPOSED IRRIGATION CONCEPT FOR THE LANDSCAPED AREAS:

PURPOSE: TO PROVIDE THE LANDSCAPE MAINTENANCE COMPANY A MECHANICAL DEVICE TO DISTRIBUTE WATER AND ENSURE PLANT SURVIVAL IN THE MOST EFFICIENT MANNER AND WITHIN A TIME FRAME THAT LEAST INTERFERES WITH THE ACTIVITIES OF THE RESIDENTS.

CONCEPT: THE SYSTEM WILL DERIVE ITS WATER FROM THE CITY OF OXNARD DEPARMENT of WATER AND POWER. ALL POINTS OF CONNECTIONS WILL BE PROTECTED BY A BACKFLOW PREVENTION/ BASKET STRAINER UNIT IN ACCORDANCE WITH CITY OF OXNARD CALLEGUAS MUNICIPAL WATER DISTRICT (CMWD). THE SYSTEM WILL UTILIZE VARIOUS TYPES OF IRRIGATION HEADS COMPATIBLE WITH THE AREA BEING WATERED AND INFILTRATION RATES OF THE SOIL WITH MATCHED PRECIPITATION RATES. THE SYSTEM WILL BE CONTROLLED BY A "SMART CONTROLLER" AND MOISTURE SENSING EQUIPMENT. VALVES PROGRAMMED FROM AUTOMATIC CONTROLLERS WILL MAXIMIZE EFFICIENT WATER APPLICATION.

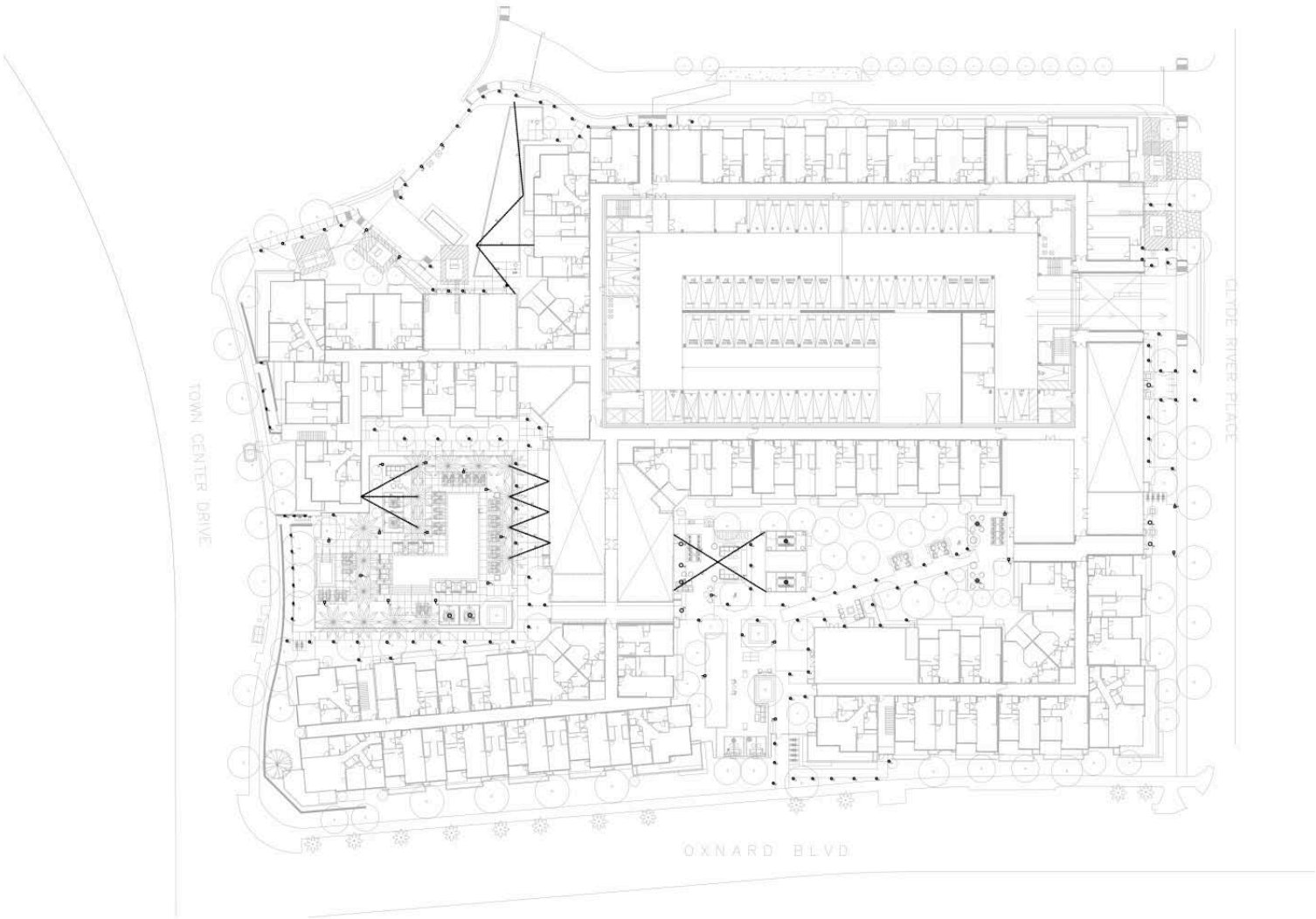
TO AVOID WASTED WATER, THE CONTROLS WILL BE OVERSEEN BY A FLOW MONITOR THAT WILL DETECT ANY BROKEN SPRINKLER HEADS TO STOP THAT STATION'S OPERATION, ADVANCING TO THE NEXT WORKABLE STATION. IN THE EVENT OF PRESSURE SUPPLY LINE BREAKAGE, IT WILL COMPLETELY STOP THE OPERATION OF THE SYSTEM. ALL MATERIAL WILL BE NONFERROUS, WITH THE EXCEPTION OF THE BRASS PIPING INTO AND OUT OF THE BACKFLOW UNITS. ALL WORK WILL BE IN THE BEST ACCEPTABLE MANNER IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS PREVAILING IN THE INDUSTRY. WATERING WILL CONFORM WITH CITY OF OXNARD WATER CONSERVATION REQUIREMENTS.

CITY of OXNARD LANDSCAPE NOTES

1. ALL LANDSCAPING SHALL COMPLY WITH THE ADOPTED RIVERPARK SPECIFIC PLAN DOCUMENT AND THE ADOPTED STREET TREE MASTER PLAN.
2. A CONDITION WILL BE REQUIRED THAT THE DEVELOPER'S LANDSCAPE ARCHITECT OR ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE NPDES REQUIREMENTS ARE NOT IN CONFLICT WITH MEETING THE LANDSCAPE REQUIREMENTS OF THE SPECIFIC PLAN AND THE CITY'S LANDSCAPE REQUIREMENTS.
3. ALL LANDSCAPING SHALL BE INSTALLED PER THE CITY OF OXNARD LANDSCAPE STANDARDS.
4. THE PLANTING AND IRRIGATION SYSTEM SHALL BE COMPLETED BY THE DEVELOPER/BUILDER PRIOR TO THE CLOSE OF ESCROW OF FIFTY (50) PERCENT OF THE UNITS OF THE PROJECT OR PHASE
5. SIXTY (60) DAYS AFTER THE LANDSCAPE AND IRRIGATION INSTALLATION, THE LANDSCAPE PROFESSIONAL SHALL SUBMIT TO THE HOMEOWNERS/PROPERTY OWNERS ASSOCIATION A CERTIFICATE OF SUBSTANTIAL COMPLETION.
6. THE DEVELOPER/BUILDER SHALL MAINTAIN THE LANDSCAPING AND IRRIGATION FOR SIXTY (60) DAYS AFTER COMPLETION OF THE LANDSCAPE AND IRRIGATION INSTALLATION.
7. THE DEVELOPER/BUILDER SHALL GUARANTEE ALL TREES AND IRRIGATION FOR A PERIOD OF SIX (6) MONTHS AND ALL OTHER PLANTS FOR A PERIOD OF SIXTY (60) DAYS AFTER THE LANDSCAPE AND IRRIGATION INSTALLATION.

GENERAL PLANTING NOTES:

1. MAINTAIN SHRUBS AT 24" HIGH INSIDE OF STREET AND DRIVEWAY LINE OF SIGHT.
2. SECURITY PLANTING MATERIALS WILL BE UTILIZED ALONG WALL AND PROPERTY LINES AND UNDER VULNERABLE WINDOWS AND BALCONIES.
3. ROOT BARRIERS ARE REQUIRED FOR ALL TREES WITHIN 5' OF ANY HARDSCAPE SURFACE.
4. PLANT MATURITY - SHRUBS WILL REACH MATURITY IN 3 YEAR / TREES WILL REACH MATURITY IN 5 YEARS



1 ELECTRICAL SITE PLAN
1" = 30'-0"

LIGHTING FIXTURE SCHEDULE

Symbol	Label	Manufacturer	Catalog Number	Description	Lamps Per Luminaire	Wattage
□-	S1	MEGA	FF 100	Pole Light	2894	33.4
○	S2	MEGA	FF 201	BOLLARD PATH LIGHTING	643	12
●●●	S3	TORSTAR LIGHTING	EX-12--WH	FESTIVAL LIGHTING	16	0.5
↟	S4	MEGA	24110	RECESSED WALL FIXTURE	525	8
⊕	S5	BOVER	FORA 80	8" WALL MOUNT, INDIRECT ASCENT AND DIRECT	1700	50
○	S6	MEGA	MI 613	6" EXTERIOR DOWNLIGHT	563	7

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

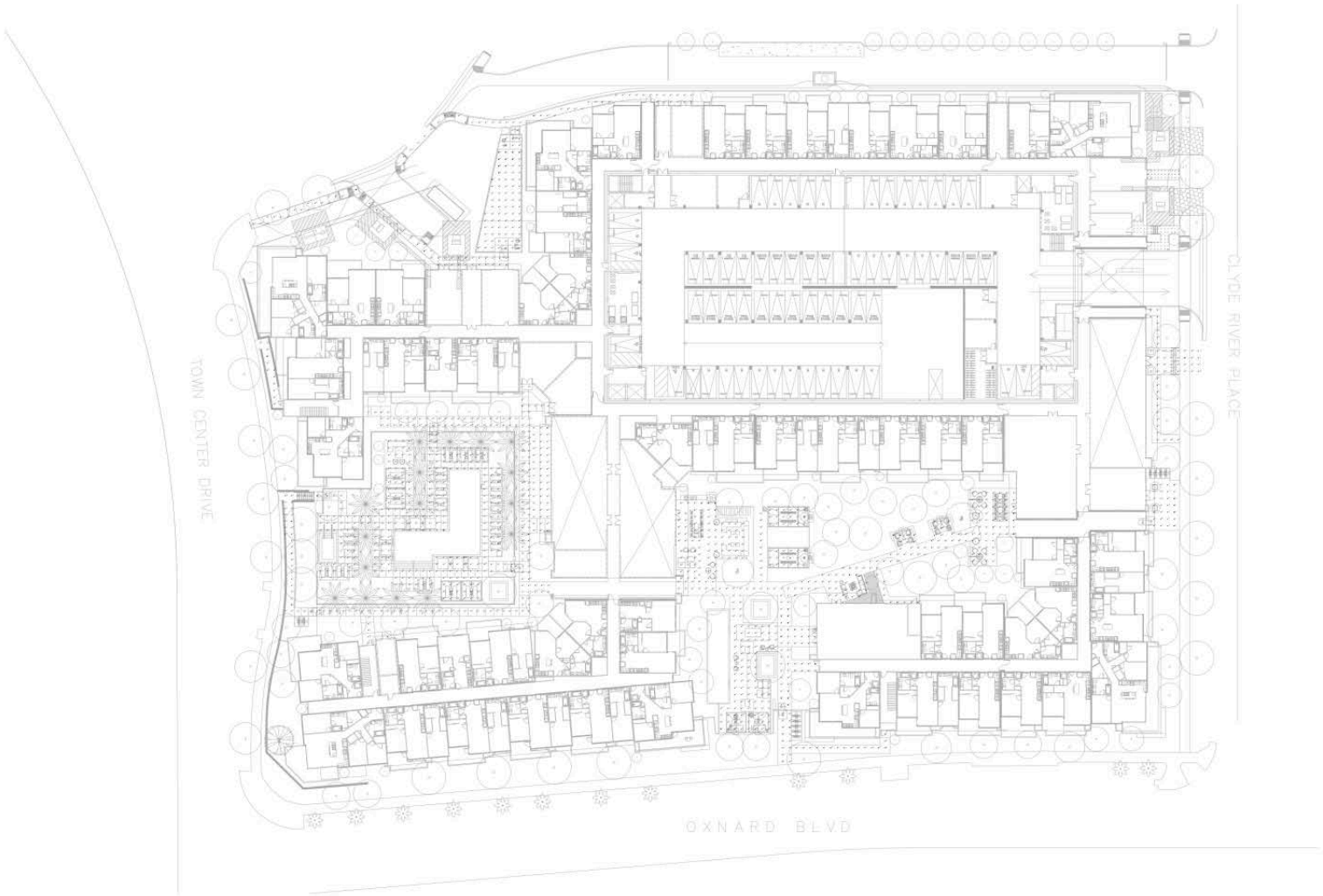
DEVELOPMENT DESIGN
3RD CITY SUBMITTAL
FEBRUARY 1, 2024

0' 10' 20' 40'

N

ELECTRICAL SITE PLAN

E100



STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Courtyard Central Exterior Amenity Space	+	0.7 fc	6.7 fc	0.1 fc	67.0:1	7.0:1
Courtyard East Exterior Amenity Space	+	2.7 fc	10.2 fc	0.9 fc	11.3:1	3.0:1
Courtyard Northwest Exterior Amenity Space	+	1.7 fc	8.4 fc	0.1 fc	84.0:1	17.0:1
Courtyard Sidewalk	+	3.3 fc	33.7 fc	1.0 fc	33.7:1	3.3:1
Courtyard Southwest Exterior Amenity Space	+	0.6 fc	1.2 fc	0.1 fc	12.0:1	6.0:1
Dog Park Entrance Sidewalk	+	3.8 fc	10.6 fc	1.0 fc	10.6:1	3.8:1
Dogpark	+	0.2 fc	0.9 fc	0.1 fc	9.0:1	2.0:1
East Electrical Room Exit	+	5.5 fc	21.1 fc	1.1 fc	19.2:1	5.0:1
East Fire Control/Pump Rm Exit	+	8.8 fc	34.8 fc	1.1 fc	32.4:1	8.0:1
Leasing Area Sidewalk	+	5.0 fc	14.1 fc	1.2 fc	11.8:1	4.2:1
Mail Room Exit	+	2.4 fc	4.8 fc	1.0 fc	4.8:1	2.4:1
North Sidewalk	+	4.6 fc	31.7 fc	1.0 fc	31.7:1	4.6:1
Northwest Side Sidewalk	+	5.6 fc	24.3 fc	1.1 fc	22.1:1	5.1:1
Pool Area	+	1.6 fc	9.6 fc	1.0 fc	9.6:1	1.6:1
Pool Area Exterior Amenity Space	+	0.8 fc	2.8 fc	0.2 fc	14.0:1	4.0:1
Pool Area Perimeter Sidewalk	+	4.2 fc	27.9 fc	1.0 fc	27.9:1	4.2:1
South Sidewalk	+	3.5 fc	8.8 fc	1.0 fc	8.8:1	3.5:1
West Exit Sidewalk	+	6.4 fc	23.5 fc	1.0 fc	23.5:1	6.4:1

1 ELECTRICAL SITE PHOTOMETRICS
1" = 30'-0"

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

TCA Architects | Shea Properties | MJS Landscape Architecture | Huitt-Zollars | Moran Utility Services, Inc. | Salas O'Brien | Woden | Ambyan

DEVELOPMENT DESIGN
3RD CITY SUBMITTAL
FEBRUARY 1, 2024

REGISTERED PROFESSIONAL ENGINEER — ROY L. LOCK — No. 13447 — Exp. 06/30/24 — ELECTRICAL — STATE OF CALIFORNIA

0' 10' 20' 40'

N

ELECTRICAL SITE PHOTOMETRICS

E101

Pole top luminaires with symmetrical light distribution

Type:
BEGA Product:
Project:
Voltage:
Color:
Options:
Modified:



BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 FAX (805) 566-9474 www.bega-us.com

Bollard - shielded, directed light

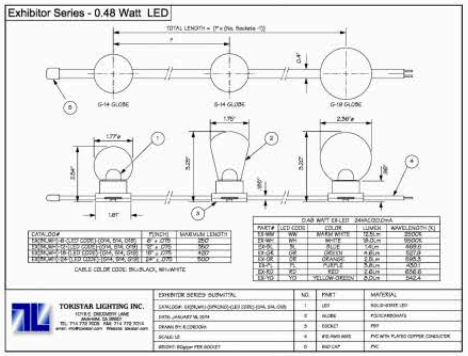
BEGA

Type:
BEGA Product:
Project:
Modified:



BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Exhibitor Series - 0.48 Watt LED



TOKISTAR LIGHTING INC.

Recessed wall luminaire - directed light

BEGA

Type:
BEGA Product:
Project:
Modified:



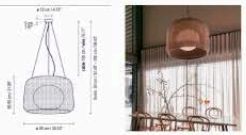
BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com

Fora 90

Design / Diseño
Alex Fernández Campo | Gonzalo Milà / 2016

Typology: Pendant lamp
Tipología: Suspensión

Environment: Outdoor
Ambiente: Exterior



Technical description / Descripción técnica:

Net Weight: 22.05 lbs
Peso Neto: 22.05 lbs

Box/Caja
61.73 x 36.19 x 29.53 inches | 27.253 ft³
Gross Weight / Peso bruto: 41.89 lbs

Materials: Aluminum, Stainless steel, Polyethylene, Iguzzini fiber.
Materiales: Aluminio, Acero inoxidable, Polietileno, Fibra Iguzzini.

Metal surfaces coated with cataphoresis and epoxy polyester paint.
Estructuras de metal anodizadas con catafóresis y pintura de poliéster epoxi.

Hand woven with a recyclable and non-toxic synthetic polyethylene fiber. Light source protected by UV resistant polyethylene globe.
Tramilla fabricada a mano con fibra de polietileno sintético reciclable y no tóxico. Fuente de luz protegida por globo de polietileno y protección UV.

Black waterproof neoprene cable. Stainless steel sensor cable.
Cable de neopreno negro resistente al agua. Cable sensor acero inoxidable.

Custom options upon request
Opciones de personalización bajo demanda

*Bulbs not included.
*Bombillas no incluidas

Certifications / Certificaciones

Spare parts / Recambios:
806701-62 Neoprene Cable / Cable Neopreno

Lamps description / Descripción lámparas

Ref.	Finishing / Acabados	Ean13
*60303131P707C	Natural White - Light Beige Shade Blanco Arena - Pantalla Beige Claro	8435493716671
*60303131P708C	Graphite Brown - Rattan Brown Shade Marrón Grafito - Pantalla Rattan Rústico	8435493723808

Please note that the shades may have small variations in tone. / Por favor, tenga en cuenta que las tonas de color de la pantalla pueden no ser las mismas en todas las luces.

Note of use: For environments with a high salinity, proper maintenance of the luminaire will be necessary. We recommend cleaning it with a soft brush and remove salt, dust, or dirt deposited by moisture or wind.
Nota de uso: Para ambientes con alto grado de salinidad, será necesario realizar un correcto mantenimiento de la luminaria. Recomendamos limpiar con un cepillo suave y retirar la sal, el polvo, o la suciedad depositada por la humedad o el viento.

bover

1331 Collier Road, Suite C
Atlanta, GA 30318
United States

T. +1 (404) 924 2340
info@boverusa.com
www.boverusa.com

Fora 90

Technical description / Descripción técnica:

Net Weight: 22.05 lbs
Peso Neto: 22.05 lbs

Box/Caja
61.73 x 36.19 x 29.53 inches | 27.253 ft³
Gross Weight / Peso bruto: 41.89 lbs

Materials: Aluminum, Stainless steel, Polyethylene, Iguzzini fiber.
Materiales: Aluminio, Acero inoxidable, Polietileno, Fibra Iguzzini.

Low voltage 24 DC upon request
Baja tensión 24 DC bajo petición

Metal surfaces coated with cataphoresis and epoxy polyester paint.
Estructuras de metal anodizadas con catafóresis y pintura de poliéster epoxi.

Hand woven with a recyclable and non-toxic synthetic polyethylene fiber. Light source protected by UV resistant polyethylene globe.
Tramilla fabricada a mano con fibra de polietileno sintético reciclable y no tóxico. Fuente de luz protegida por globo de polietileno y protección UV.

Black waterproof neoprene cable. Stainless steel sensor cable.
Cable de neopreno negro resistente al agua. Cable sensor acero inoxidable.

Custom options upon request
Opciones de personalización bajo demanda

Certifications / Certificaciones

Spare parts / Recambios:
806701-62 Neoprene Cable / Cable Neopreno

Lamps description (Dimmable Triac) / Descripción lámparas (Regulable Triac):

Ref.	Finishing / Acabados	Ean13
30502214U39U	Dimmable Triac - Natural White Light Beige Shade Regulable Triac - Blanco Arena Pantalla Beige Claro	8435493736659
30502214U37U	Dimmable Triac - Graphite Brown Rattan Brown Shade Regulable Triac - Marrón Grafito Pantalla Marrón Rústico	8435493736642

Lamps description (Dimmable 0-10v) / Descripción lámparas (Regulable 0-10v):

Ref.	Finishing / Acabados	Ean13
30502204U39U	Dimmable 0-10v - Natural White Light Beige Shade Regulable 0-10v - Blanco Arena Pantalla Beige Claro	8435493734717
30502204U37U	Dimmable 0-10v - Graphite Brown Rattan Brown Shade Regulable 0-10v - Marrón Grafito Pantalla Marrón Rústico	8435493734700

bover

1331 Collier Road, Suite C
Atlanta, GA 30318
United States

T. +1 (404) 924 2340
info@boverusa.com
www.boverusa.com

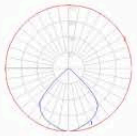
Family / Familia Fora

BEGA

Photometric Filename: 66973.IES

TEST: BE_66973
TEST LAB: BEGA
DATE: 11/27/2017
LUMINAIRE: 66 973
LAMP: 4.8W LED



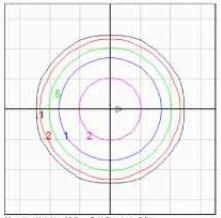


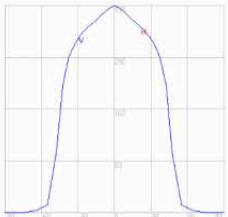
Characteristics

NEMA Type	6 H x 6 V
Maximum Candela	333.4
Maximum Candela Angle	0 H 0 V
Horizontal Beam Angle (50%)	88.5
Vertical Beam Angle (50%)	88.5
Horizontal Field Angle (10%)	106.4
Vertical Field Angle (10%)	106.4
Lumens Per Lamp	N.A. (absolute)
Total Lamp Lumens	N.A. (absolute)
Beam Lumens	472
Beam Efficiency	N.A.
Field Lumens	540
Field Efficiency	N.A.
Spill Lumens	12
Luminaire Lumens	553
Total Efficiency	N.A.
Total Luminaire Watts	7
Ballast Factor	1.00

Zonal Lumen Summary

Zone	Lumens
0-10	31.10
10-20	87.91
20-30	135.14
30-40	163.21
40-50	113.83
50-60	15.23
60-70	2.93
70-80	0.14
80-90	0.00
90-100	0.00
100-110	0.00
110-120	0.00
120-130	0.00
130-140	0.00
140-150	0.00
150-160	0.00
160-170	0.00
170-180	0.00

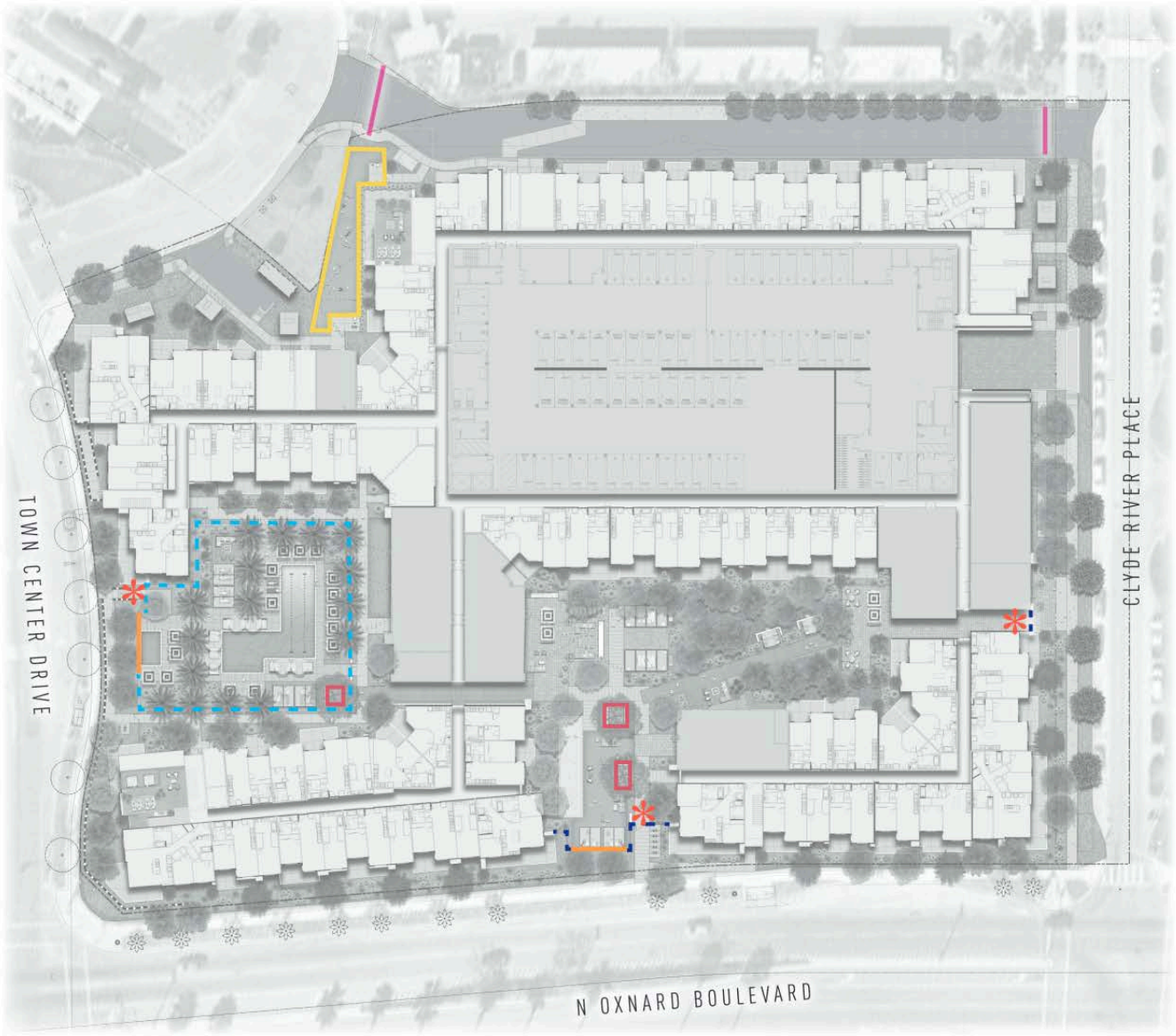




Mounting Height = 10 ft. Grid Spacing = 5 ft.

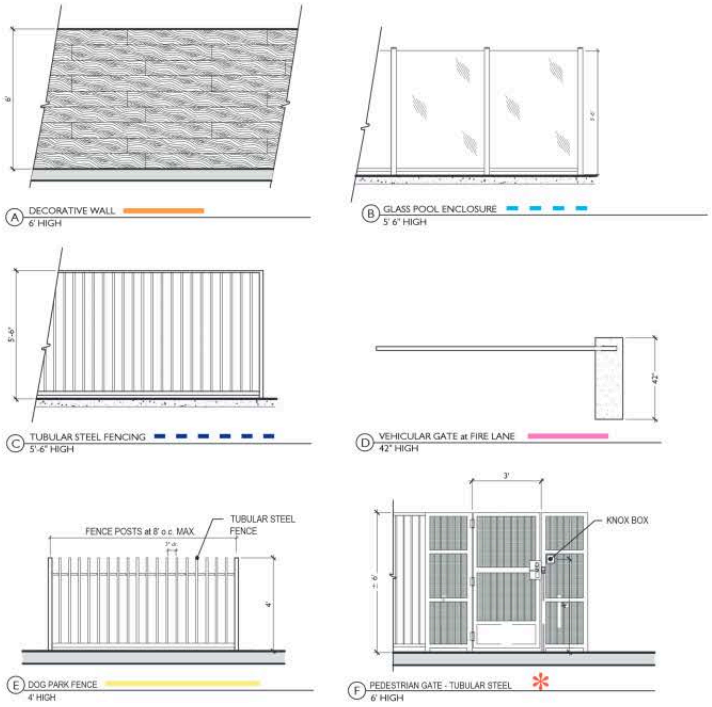
In the interest of product improvement, BEGA reserves the right to make technical changes without notice.
BEGA 1000 Bega Way, Carpinteria, CA 93013 (805)684-0533 Fax (805)566-9474 www.bega-us.com © Copyright BEGA-US 2017

11/27/2017



LEGEND	
	DECORATIVE WALL
	GLASS POOL ENCLOSURE
	TUBULAR STEEL FENCING
	VEHICULAR GATE at FIRE LANE
	DOG PARK FENCE
*	PEDESTRIAN GATES
	24" H BOARDFORM CONCRETE PLANTER WALL

ACCESS CONTROL SYSTEM NOTE:
KNOX BOX / KEY SWITCH AT GATES TO BE INSTALLED PER CITY OF VENTURA FIRE DEPTARTMENT STANDARDS



SHEA THE POINTE
OXNARD, CALIFORNIA

MJS LANDSCAPE ARCHITECTURE

Shea Properties

DEVELOPMENT DESIGN REVIEW SUBMITTAL
September 18, 2023
REV: February 1, 2024

WALL AND FENCE PLAN

L.9

PLUMBING SHEET LIST	
SHEET NUMBER	SHEET NAME
P0.0	PLUMBING NOTES AND SCHEDULES
P0.1	PLUMBING SITE PLAN

PIPE SCHEDULE

2019 CPC

BUILDING TYPE: SLAB ON GRADE WRAP

PIPE MATERIALS

SERVICES		NOTES
HOT WATER	ABOVE SLAB	
	CIRCULATING LOOP	
COLD WATER	ABOVE SLAB	
	BELOW SLAB	UNDERGROUND, OUTSIDE BUILDING FOOTPRINT
SANITARY DRAINAGE	ABOVE SLAB	
	BELOW SLAB	
SANITARY VENT	ABOVE SLAB	
	BELOW SLAB	
STORM DRAINAGE	ABOVE SLAB	
	BELOW SLAB	
INDIRECT WASTE	INSIDE	
	OUTSIDE	
GAS	INSIDE	ABOVE GROUND, INSIDE BUILDING
	OUTSIDE	UNDERGROUND, OUTSIDE BUILDING

NOTES:

1. CPVC PIPE SHALL BE INSTALLED AS FOLLOWS: 1/2" TO 2" SHALL BE SDR11 CPVC, 2-1/2" AND LARGER SHALL BE SCH. 80 CPVC.
2. CPVC PIPE SHALL COMPLY WITH ASTM D2846, ASTM F441, ASTM F442
   CPVC FITTINGS SHALL COMPLY WITH ASTM D2846, ASTM F437, ASTM F438, ASTM F439, ASTM F1970

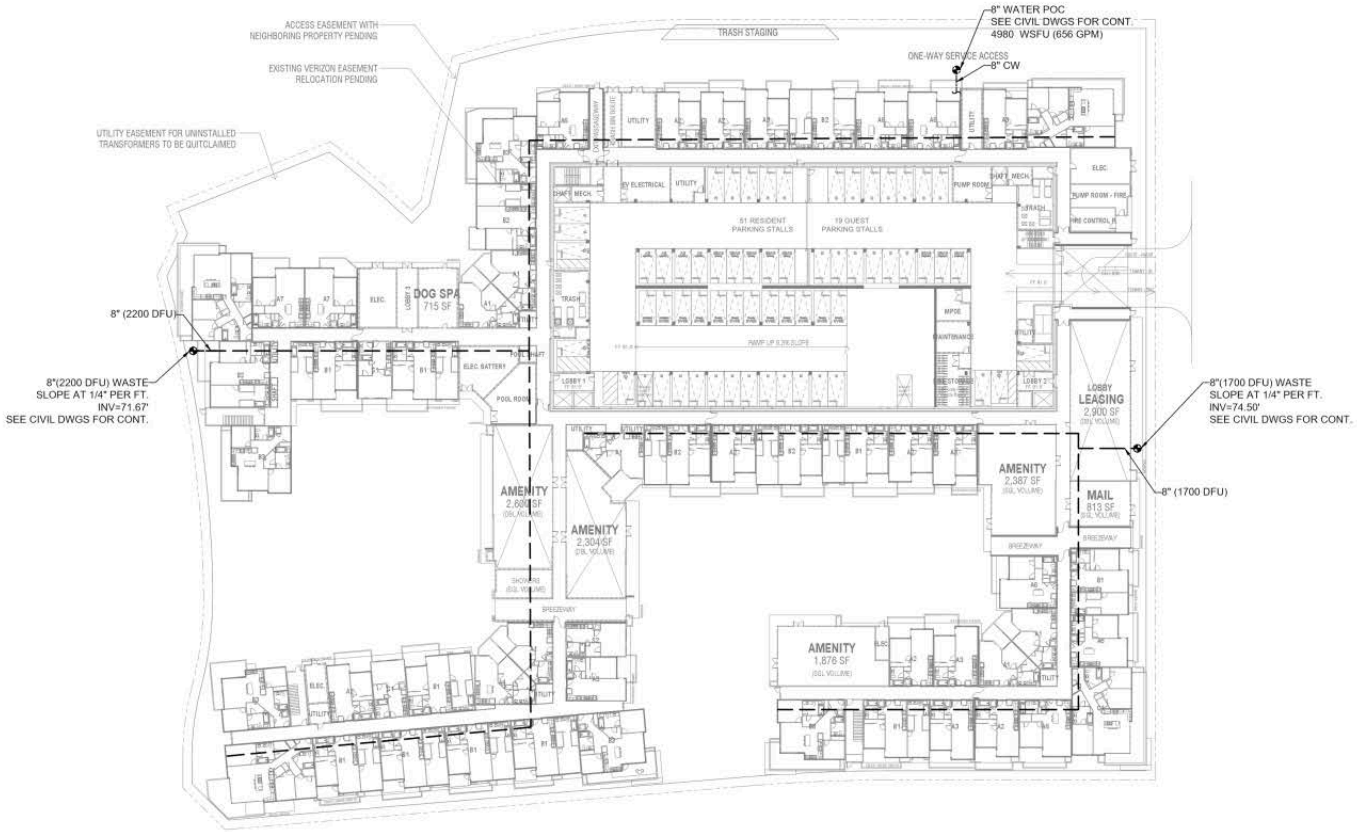
PLUMBING LEGEND

SYMBOL	ABBR.	DESCRIPTION
		SOIL/WASTE PIPE ABOVE GRADE
		SOIL/WASTE PIPE BELOW GRADE
	V	VENT PIPING
	CW	COLD WATER PIPING
	HW	HOT WATER PIPING
	HWC	HOT WATER CIRCULATING PIPING
SD	SD	STORM DRAIN PIPING
G	G	NATURAL GAS PIPING
	SOV	SHUT-OFF VALVE
	FCO	FLOOR CLEAN OUT
	POC	POINT OF CONNECTION
CD	CD	CONDENSATE DRAIN
	FD	FLOOR DRAIN
	FS	FLOOR SINK
	WCO	WALL CLEAN OUT
	RD	ROOF DRAIN
	OD	OVERFLOW DRAIN
	WH	WATER HEATER
	WM	WATER METER
	FF	FINISHED FLOOR ELEVATION
	I.E.	INVERT ELEVATION
	B/G	BELOW GRADE
	HB	HOSE BIBB
	VTR	VENT THRU ROOF
	LOC	LOCATION
	CONN	CONNECTION
	MPG	MEDIUM PRESSURE GAS
	GPM	GALLONS PER MINUTE
	S.O.V.	SHUT OFF VALVE
	T.D.L.	TOTAL DEVELOPED LENGTH
	FU	FIXTURE UNITS
	DFU	DRAINAGE FIXTURE UNITS
	TP	TRAP PRIMER
	COTG	CLEAN OUT TO GRADE
WV		WASTE/VENT RISER
WTR		WATER RISER
G		GAS RISER

PLUMBING GENERAL NOTES

ALL WORKS COMPLY TO 2022 CPC.

1. CONTRACTOR SHALL CAREFULLY REVIEW THESE PLANS AND SPECIFICATIONS PRIOR TO BID. CONTRACTOR SHALL ALSO REVIEW PLANS AND SPECIFICATIONS OF OTHER RELATED TRADES (INCLUDING CIVIL, STRUCTURAL, AND ELECTRICAL) PRIOR TO BID TO ENSURE AN ACCURATE UNDERSTANDING OF EXACT SCOPE OF WORK. ANY ITEMS REQUIRING CLARIFICATION SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN SUFFICIENT TIME TO BE INCORPORATED INTO THE BID.
2. CONTRACTOR SHALL VERIFY ALL EQUIPMENT MODEL NUMBERS, CAPACITIES, SIZES, VOLTAGES, AND ALL OTHER SCHEDULED INFORMATION WITH OTHER APPLICABLE TRADES AND WITH THE MANUFACTURER PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL VERIFY ALL LOCATIONS, SIZES, P.O.C.'S, INVERT ELEVATIONS, AND AVAILABILITY OF ALL EXISTING UTILITIES PRIOR TO INSTALLATION OF ANY MATERIAL OF EQUIPMENT.
4. THESE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC AND ARE NOT INTENDED TO INDICATE ALL DETAILS AND NECESSARY OFFSETS OF PIPING. THE CONTRACTOR SHALL INSTALL MATERIAL AND EQUIPMENT IN A MANNER AS TO CONFORM TO STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM, AND KEEP OPENINGS AND PASSAGEWAYS CLEAR. ALL INSTALLATIONS SHALL BE CONSISTENT WITH NORMALLY ACCEPTABLE INDUSTRY STANDARDS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING, OF ANY DISCREPANCIES OR INCUR ADDITIONAL COSTS. THIS NOTIFICATION SHALL BE SUBMITTED PRIOR TO INSTALLATION OF THE ITEMS CONCERNED.
5. NEW AND/OR EXISTING EQUIPMENT INDICATED ON THIS DRAWING IS SHOWN IN APPROXIMATE POSITION(S). CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING EQUIPMENT LOCATIONS, P.O.C.'S, AND STRUCTURAL MEMBERS PRIOR TO INSTALLATION. IN ALL CASES, ADEQUATE ACCESS (PER MANUFACTURERS RECOMMENDATIONS AND CODE COMPLIANCE) FOR MAINTENANCE AND REPLACEMENT OF EQUIPMENT SHALL BE PROVIDED.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES. NOTHING SHOWN ON THE PLANS OR STATED IN THE SPECIFICATIONS IS INTENDED TO INDICATE THAT THE INSTALLATION OR CONNECTIONS OF ANY ITEM OR DEVICES SHOULD BE DONE CONTRARY TO MANUFACTURERS INSTRUCTIONS AND ALL APPLICABLE CODES AND REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE INSTALLATIONS AND CONNECTIONS OF ALL ITEMS AND DEVICES CONFORMS TO MANUFACTURERS INSTRUCTIONS AND TO ALL APPLICABLE CODES AND REGULATIONS. ALL PLUMBING EQUIPMENT, MATERIAL, AND ALL CONNECTIONS THERETO SHALL BE INSTALLED COMPLETE PER MANUFACTURERS' INSTRUCTIONS TO PROVIDE A COMPLETE AND FULLY OPERATIONAL SYSTEM. .
8. SEWER, AND WASTE PIPING SHALL SLOPE AT 1/4" PER FOOT MINIMUM OR 2%.
9. ALL PLUMBING SOLDER SHALL BE LEAD FREE.
10. SUBSTITUTION OF PLUMBING EQUIPMENT WITH EFFICIENCIES LOWER THAN THOSE INDICATED ON THE PLANS MAY REQUIRE RECALCULATION OF TITLE 24 DOCUMENTS. IF THE CONTRACTOR CHOOSES TO UTILIZE SUCH EQUIPMENT, HE ASSUMES FULL RESPONSIBILITY FOR THE RECALCULATION AND JURISDICTIONAL APPROVAL OF TITLE 24 DOCUMENTS.
11. SUBMITTALS: APPROVAL OF THE SUBMITTALS DOES NOT RELEASE THE CONTRACTOR FROM OBLIGATIONS TO FULLY COMPLY WITH ALL REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS OR APPLICABLE CODE REGULATIONS.
12. ALL PENETRATIONS AND OPENINGS IN PARTY WALLS AND FLOOR/CEILING ASSEMBLIES DUE TO PLUMBING WORK, SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED FIRE AND SOUND RATINGS.
13. NO ROOF PENETRATIONS WITHIN FIVE FEET OF TWO HOUR FIREWALL. (UNLESS NOTED OTHERWISE).
14. PROVIDE ANTI-SCALD VALVES ON ALL SHOWERS AND TUB/SHOWERS PER C.P.C. 420.0.
15. PROVIDE NON-REMOVABLE VACUUM BREAKERS ON ALL HOSE BIBBS.
16. PROVIDE PRESSURE RELIEF VALVES WITH DRAIN TO OUTSIDE AT WATER HEATERS.
17. UNITS WHICH ARE REQUIRED TO HAVE ADJUSTABLE SINKS: LOWER DRAIN LINES AS REQUIRED TO ACHIEVE A SINK HEIGHT OF 28" ABOVE FINISHED FLOOR (TYPICAL). REAR CORNER DISCHARGE MAX. 6-1/2" DEEP ALSO REQUIRED AT ACCESSIBLE APT. UNITS. INSTALL TUB CONTROL PER CHPA & CBC WITHIN 15" OF OUTSIDE EDGE. HANDHELD SHOWER HEAD AT BUILT OUT UNITS.
18. AN APPROVED GAS VALVE SHALL BE INSTALLED IMMEDIATELY PRECEDING EACH REGULATOR.
19. CLEANOUT LOCATIONS TO BE APPROVED BY OWNER PRIOR TO INSTALLATION.
20. ALL DUCTS AND VENTS TO BE SUBMITTED FOR OWNER REVIEW.
21. ALL STORM DRAIN PIPING SHALL SLOPE AT 1 % UNLESS OTHERWISE NOTED.
22. GAS PIPING PRESSURE TESTING PER CPC SECTION 1213. PRESSURE SHALL BE MAINTAINED FOR INSPECTION BY THE BUILDING OFFICIAL. PURGING OF GAS PIPING PER CPC SECTION 1213.6.
23. WATER SYSTEM TESTING PER CPC SECTION 609.4. SYSTEM TEST TO BE MAINTAINED FOR INSPECTION BY THE BUILDING OFFICIAL.
24. DISINFECTION OF THE POTABLE WATER SYSTEM PER CPC SECTION 609.9

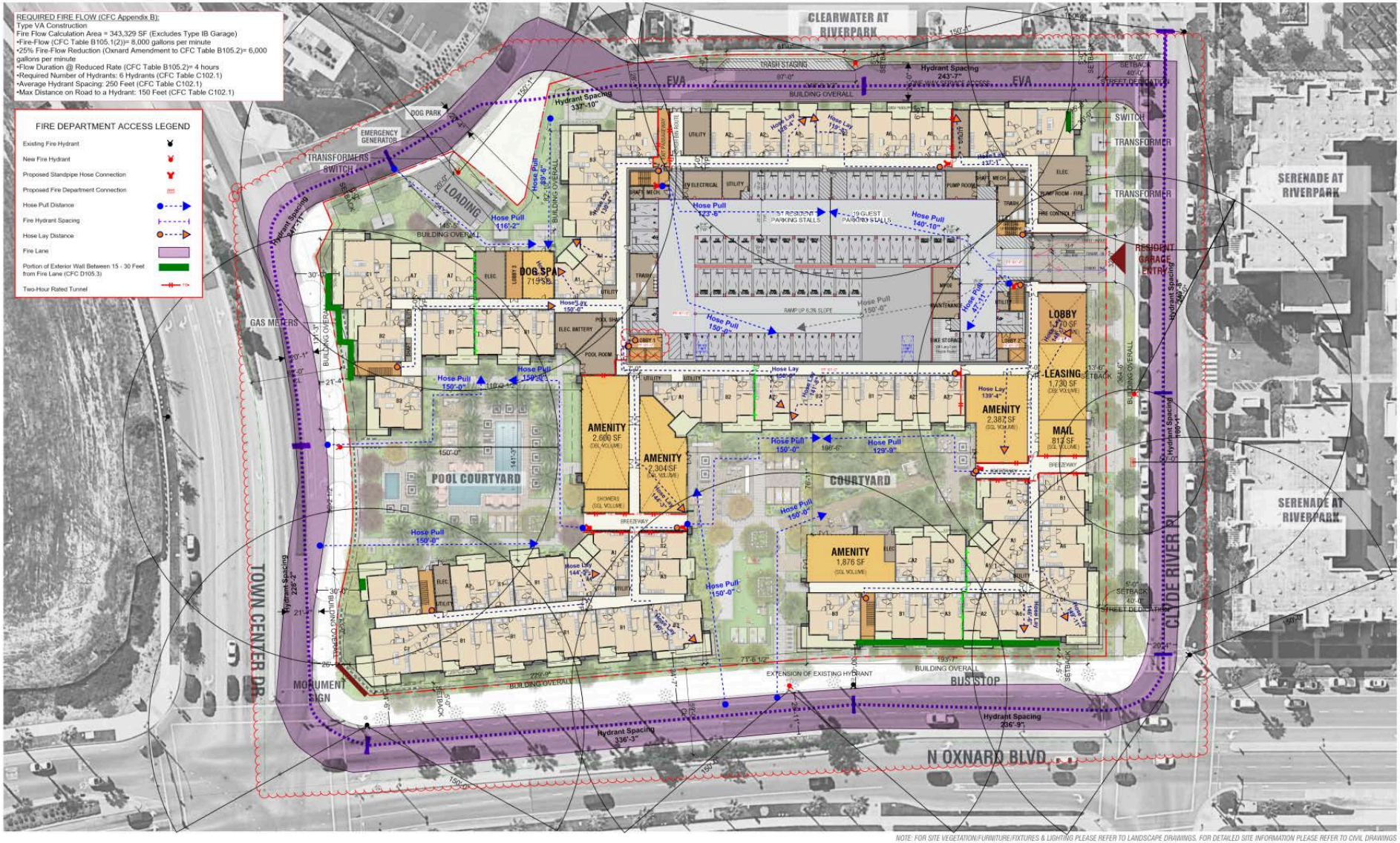


OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 01, 2024

PLUMBING SITE PLAN

P0.1



NOTE: FOR SITE VEGETATION/FURNITURE/FIXTURES & LIGHTING PLEASE REFER TO LANDSCAPE DRAWINGS. FOR DETAILED SITE INFORMATION PLEASE REFER TO CIVIL DRAWINGS

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

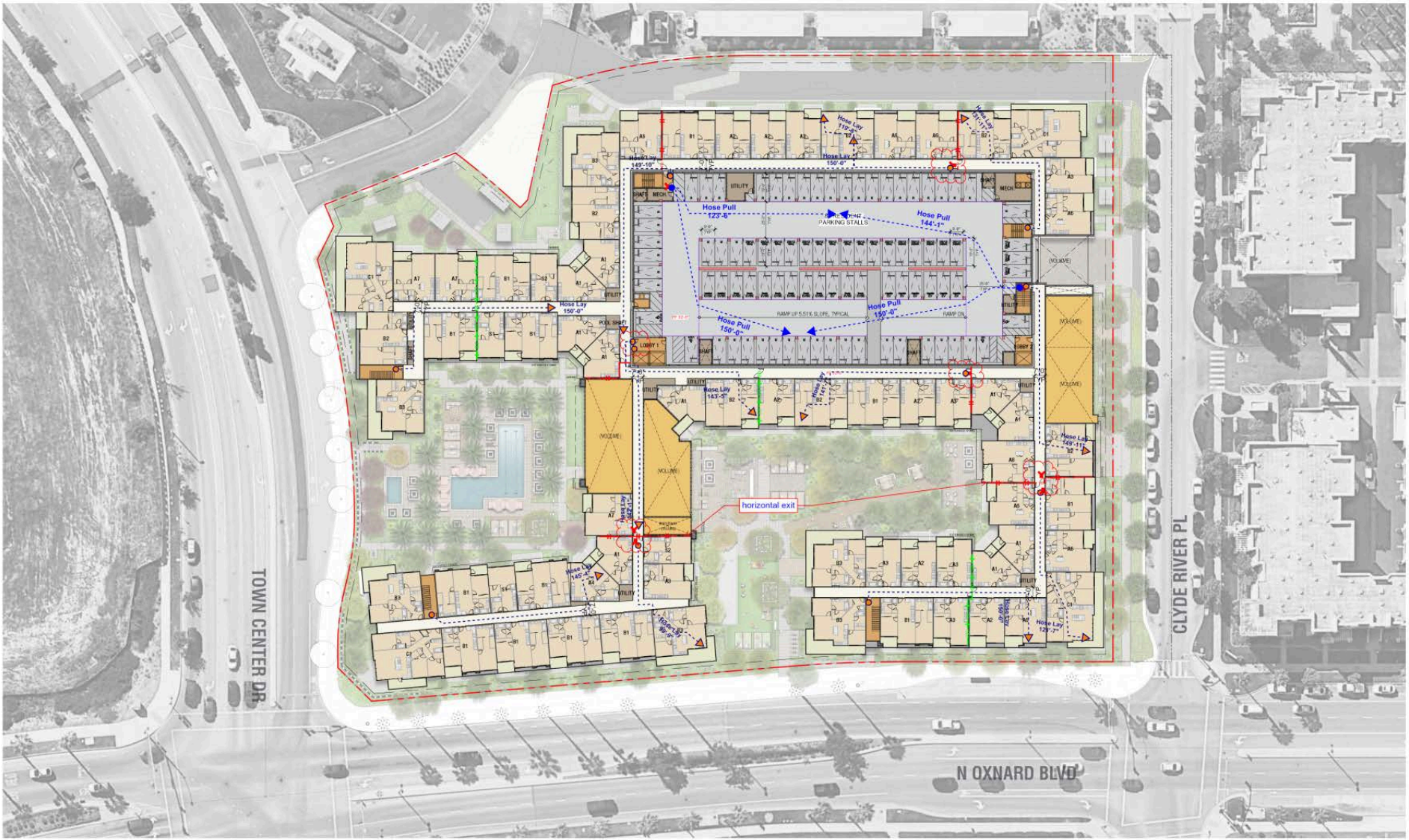
Shea Properties · MJS Landscape Architecture · Huitt-Zollars · Moran · Salas O'Brien · Woden

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
GROUND FLOOR

F-1



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
2ND FLOOR

F-2



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

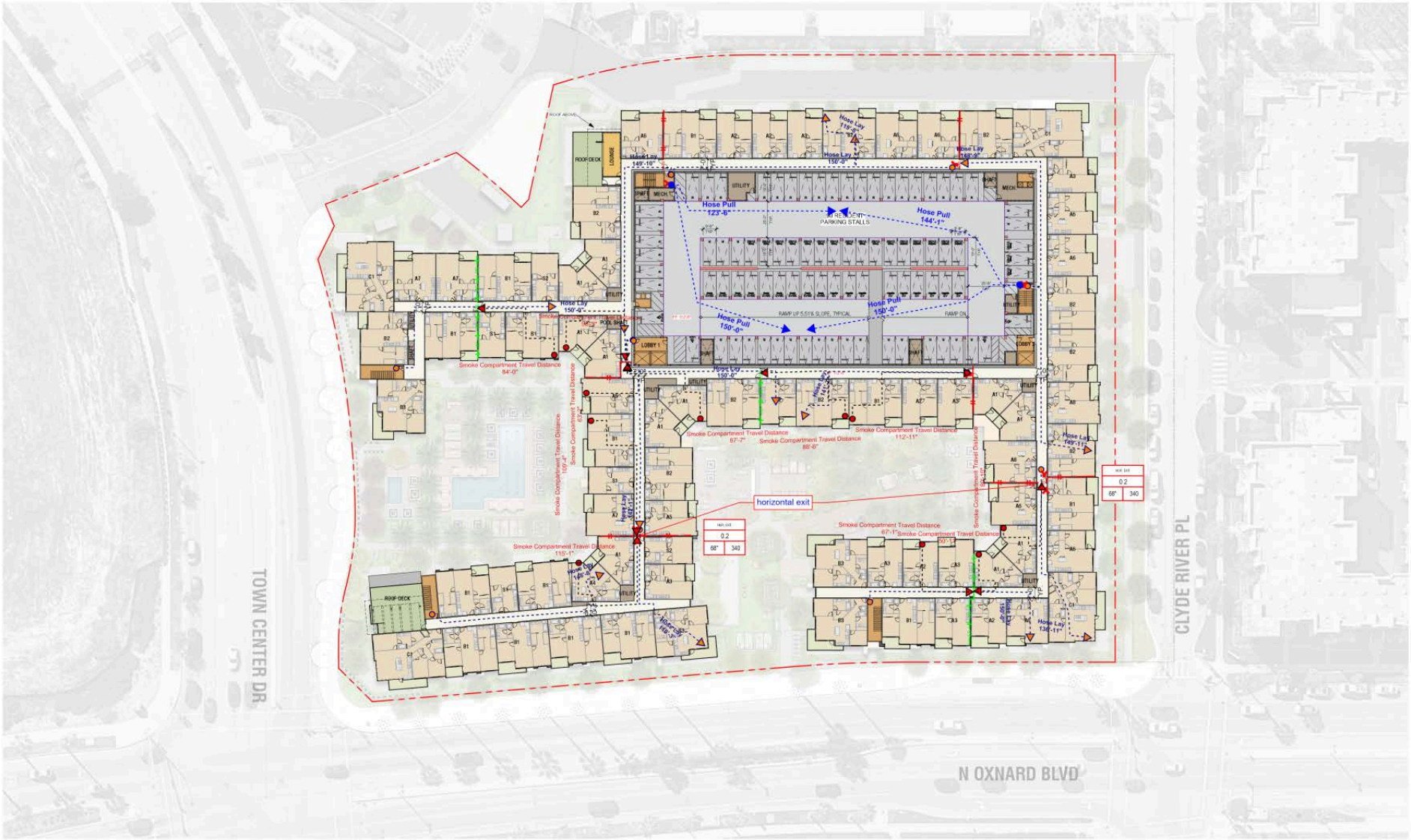
Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
3RD FLOOR

F-3



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

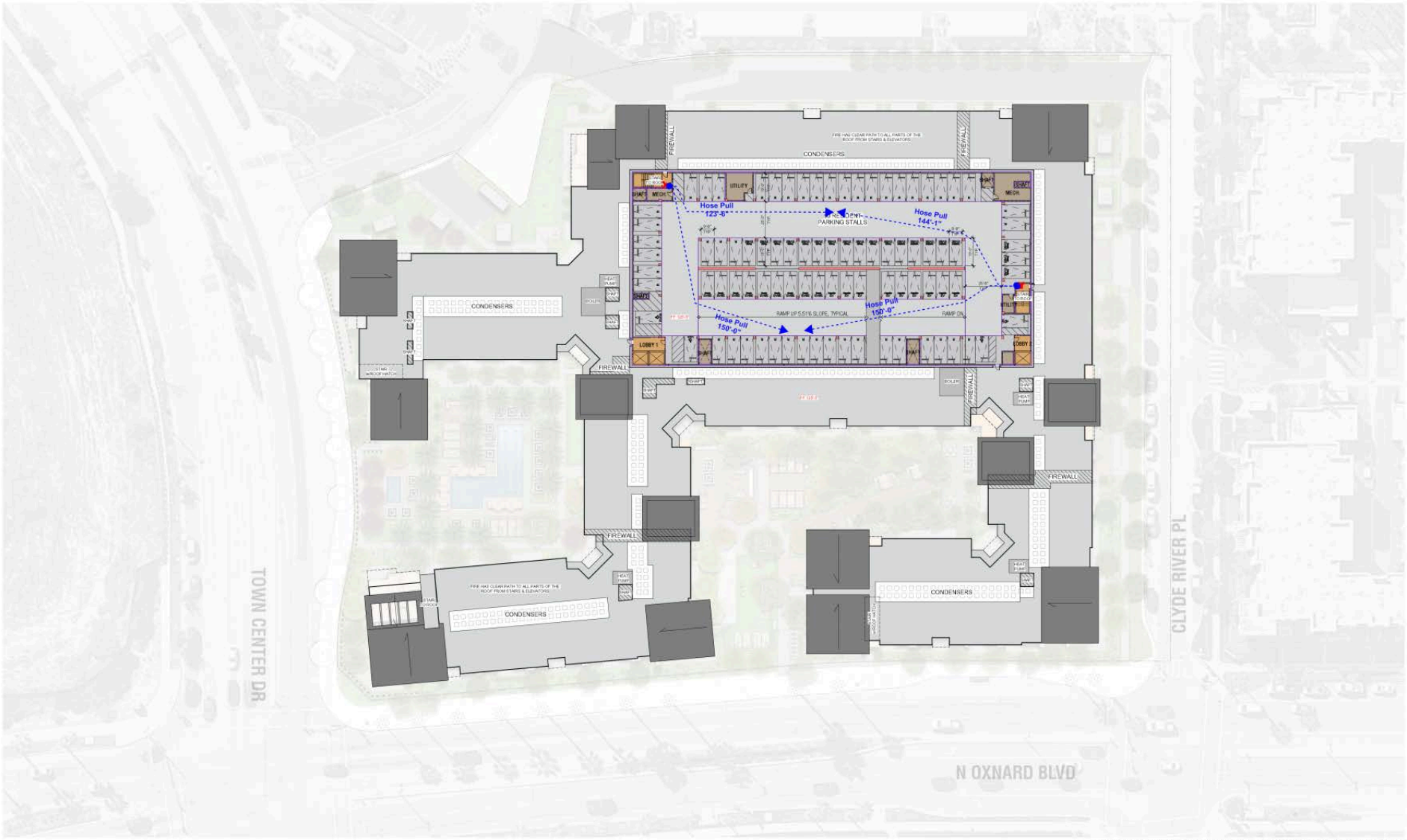
Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
4TH FLOOR

F-4



NOTE: ROOF EQUIPMENT SHOWN IS AT CONCEPTUAL LEVEL BUT ALL OF IT WILL BE SCREENED BY PARAPETS

OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
5TH FLOOR

F-5



OXNARD: THE POINTE
OXNARD, CALIFORNIA
TCA #2022-047

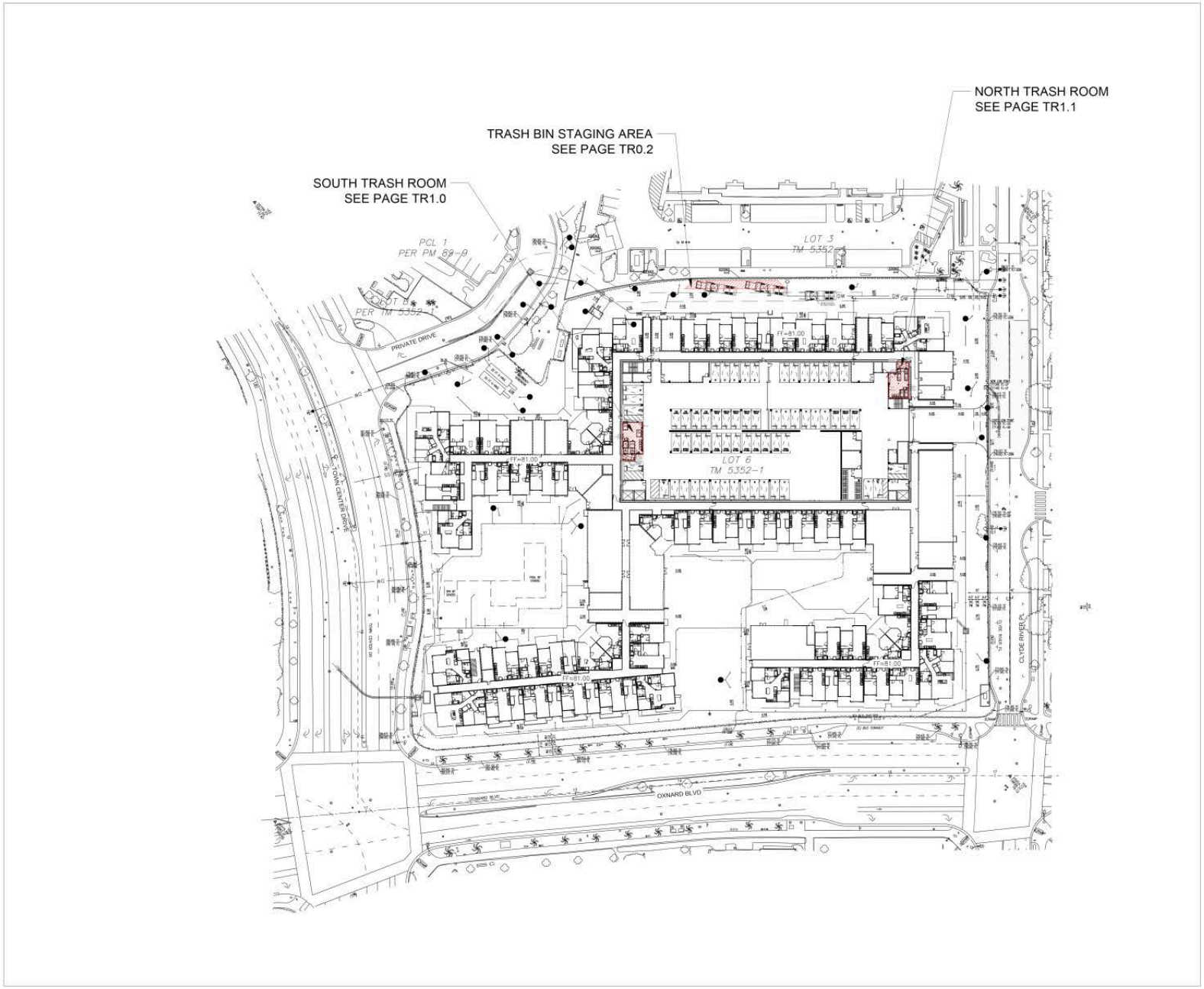
Shea Properties | MJS | HUITT-ZOLLARS | MORAN | WÖDEN | Salas O'Brien

DEVELOPMENT DESIGN REVIEW PERMIT
FEBRUARY 1, 2024

0' 30' 60' 120'

BUILDING FIRE PLANS
6TH FLOOR

F-6



THE POINTE WRAP APARTMENTS

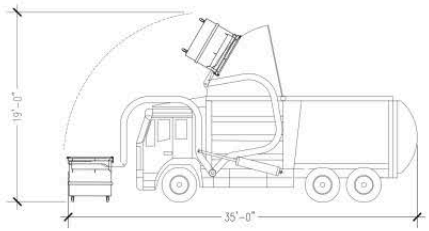
SITE PLAN
02/01/2024

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

32' 16' 0 32' 64'
SCALE: 1/32" = 1'

SHEET TR0.1

HUITT ZOLLARS
2600 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815

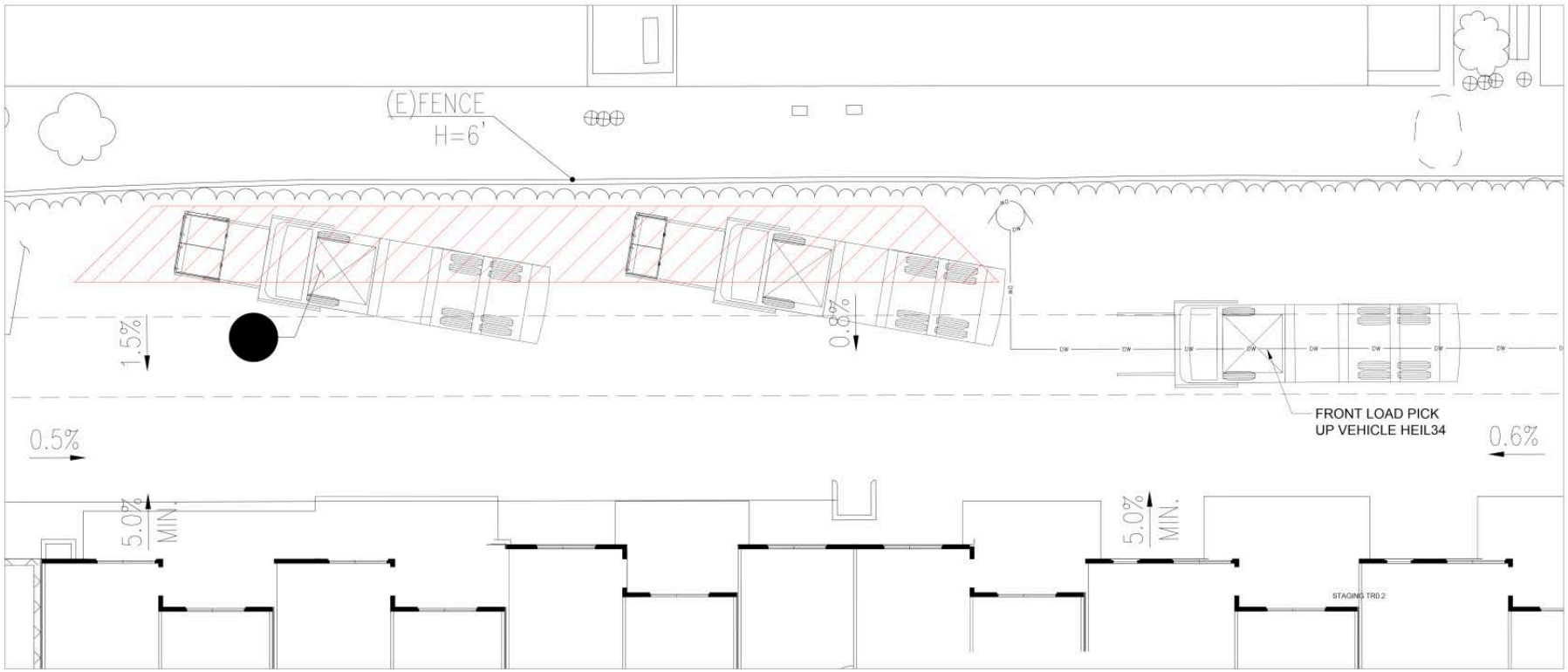


35ft Front End Loader

Overall Length	35.000ft
Overall Width	8.330ft
Overall Body Height	1.400ft
Min Body Ground Clearance	1.400ft
Track Width	8.000ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	32.000ft

PROJECTED RESIDENTIAL TRASH COLLECTION SCHEDULE / WK

WEST CORE							
SERVICE	M	T	W	T	F	S	SU
WASTE (4CY)	1			1			
RECYCLE (4CY)		1			1		
TOTAL	1	1	0	1	1	0	0
64G COMPOST	3		2		3		
NORTH EAST CORE							
SERVICE	M	T	W	T	F	S	SU
WASTE (2CY)	1			1			
RECYCLE (2CY)		1			1		
TOTAL	1	1	0	1	1	0	0
64G COMPOST	2		1		1		



SCALE:1/4"=1'

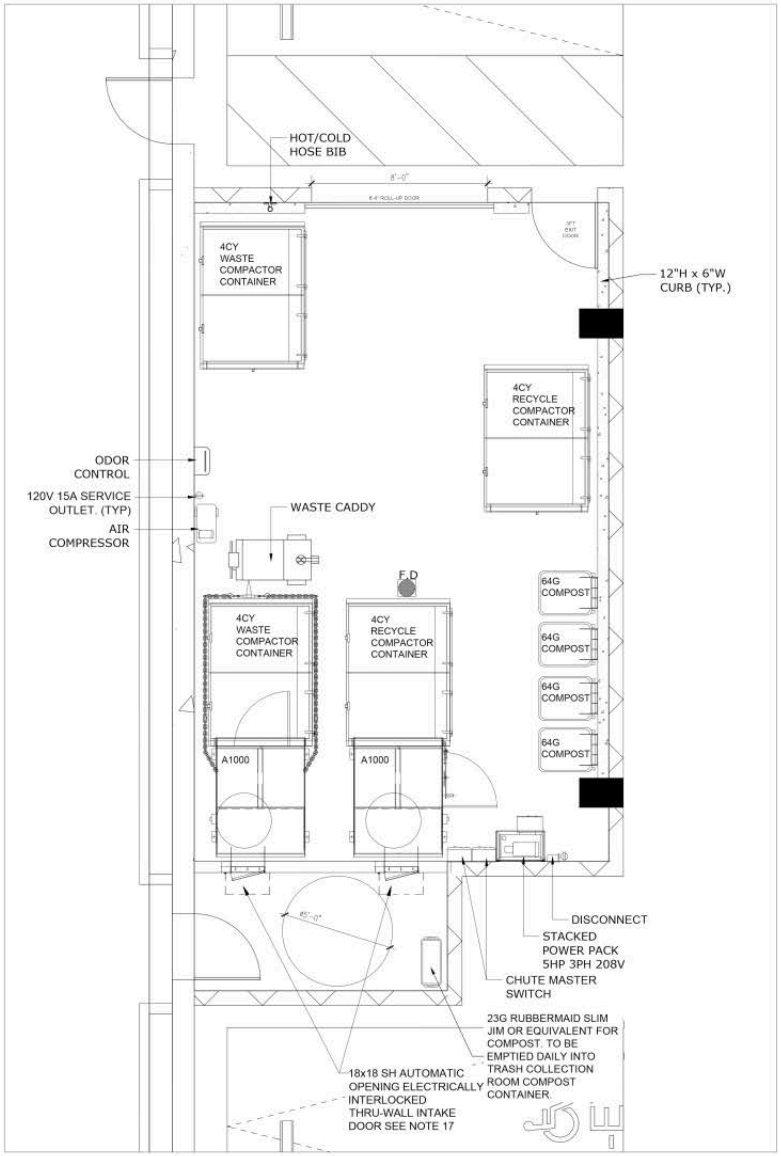
THE POINTE WRAP APARTMENTS

STAGING
02/01/2024

SHEET TR0.2

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

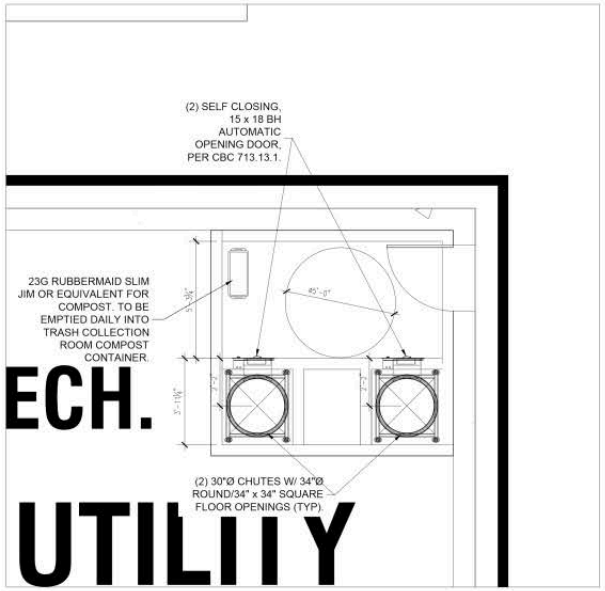
HUITT ZOLLARS
2600 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



SOUTH TRASH TERMINATION ROOM

PROJECTED RESIDENTIAL TRASH COLLECTION SCHEDULE / WK

WEST CORE							
SERVICE	M	T	W	T	F	S	SU
WASTE (4CY)	1			1			
RECYCLE (4CY)		1			1		
TOTAL	1	1	0	1	1	0	0
64G COMPOST	3		2		3		



SOUTH UPPER CHUTE VESTIBULE

SHEET NOTES:

RESIDENTIAL TRASH TERMINATION ROOM

1. TRASH COLLECTION ROOM IS PART OF 2HR FIRE-RATED TRASH CHUTE SHAFT - RESTRICTED ACCESS.
2. FLOOR SHALL BE FINISHED WITH WATERPROOF COATING. FLOOR TO HAVE MINIMAL SLOPE (1° MAX) AND FLOOR DRAIN. FLOOR LEVEL UNDER COMPACTOR.
3. WALLS SHALL BE FINISHED WITH WASHABLE WATERPROOF SURFACE SUCH AS FRP OR HIGH-GLOSS ENAMEL PAINT, 8'-0" AFF.
4. INSTALL WALL PROTECTION: 12"Hx6"W CONCRETE CURB AT BASE OF ALL NON-CONCRETE WALLS. DO NOT INSTALL THE CURB AROUND THE COMPACTORS/DIVERTER OR POWER PACKS.
5. 8'-0" ROLL UP DOOR AND 3FT EXIT DOOR.
6. ROOM SHALL BE MECHANICALLY VENTILATED WITH (1) CFM/FT PER 2019 CBC.
7. (2) 30"Ø GRAVITY CHUTES WITH COMPACTORS FOR WASTE & RECYCLING. PROVIDE 4CY FL COMPACTOR CONTAINERS FOR WASTE & RECYCLING. CHUTES SHALL TERMINATE AT 5'-9" AFF.
8. PP: COMPACTOR POWER PACKS SHALL BE FLOOR-MOUNTED. (2) 5HP 3-PHASE, 208V. 30A DISCONNECTS 60" AFF.
9. (2) CHUTE MASTER SWITCH SHALL BE WALL-MOUNTED 60" AFF. MUST ALLOW LOCK DOWN OF CHUTE INTAKES FOR EXCHANGING CONTAINERS AND WASHING CHUTES. REQUIRES 120V 15A DEDICATED SERVICE.
9. (1)AC: 2HP CHUTE AIR COMPRESSOR SHALL BE WALL-MOUNTED 60" AFF. REQUIRES 120V 15A SERVICE OUTLETS 60" AFF.
10. OC: ODOR CONTROL UNIT SHALL BE WALL-MOUNTED 60" AFF. REQUIRES 120V 15A SERVICE OUTLET 60" AFF.
11. HB: HOT AND COLD HOSE BIB SHALL BE WALL-MOUNTED 60" AFF.
14. WASTE CADDY FOR MOVING CONTAINERS. 10,000LBS CAPACITY, 3MPH MAX SPEED. BATTERY POWERED, REQUIRES 120V 20A SERVICE OUTLET.
15. CHUTE DISCHARGE DOOR: TYPE-A, HORIZONTALLY INSULATED SLIDING-STEEL DOOR, HELD OPEN BY 165° F FUSIBLE LINK.
16. (1) UNDEDICATED 120V 15A SERVICE OUTLET REQUIRED FOR STAFF MAINTENANCE PURPOSE.

CHUTE INTAKE VESTIBULES:

17. CHUTE INTAKE VESTIBULES SHALL BE 1HR FIRE-RATED WITH 1HR FIRE-RATED DOOR; 5'-0" MIN REQUIRED PER ADA STANDARDS - RESIDENTIAL ACCESS. PROVIDE (2) SELF CLOSING, 15x18 BOTTOM HINGED, ELECTRICALLY INTERLOCKED, AUTOMATIC OPENING INTAKE DOORS TO DISPOSE TRASH AND RECYCLING INTO COMPACTORS PER CBC 713.13.1. POWER TO INTAKE DOORS SUPPLIED BY MASTER SWITCH/MCP. SEE DETAIL 1/TR2.0.
18. CHUTE SHAFT SHALL NOT BE ERECTED UNTIL CHUTE HAS BEEN INSTALLED. FOR SOUND PROOFING PURPOSES, DOUBLE STUD-WALLS ARE REQUIRED ADJACENT TO OCCUPIED SPACES. INTERIOR OF SHAFT SHALL BE TAPED TO PREVENT ODOROUS AIR LEAKING INTO OCCUPIED SPACES (BY OTHERS).
19. PROVIDE 18X18 SIDE HINGED, AUTOMATIC OPENING, ELECTRICALLY INTERLOCKED THRU-WALL INTAKE DOORS THAT DISPOSE INTO CONTAINERS PER CBC 713.13.1. SEE DETAILS 2/TR2.0.
20. PROVIDE ROUND FLOOR OPENINGS AT CONCRETE FLOORS AND SQUARED FLOOR OPENINGS AT WOOD-FRAME CONSTRUCTION. INSTALL FLOOR SUPPORT FRAME AT EACH FLOOR PENETRATION TO SECURE CHUTE. SEE DETAIL 9/TR2.0 FOR ANCHORING AND MASON BRA-RED SOUND ISOLATION PAD ASSEMBLY. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

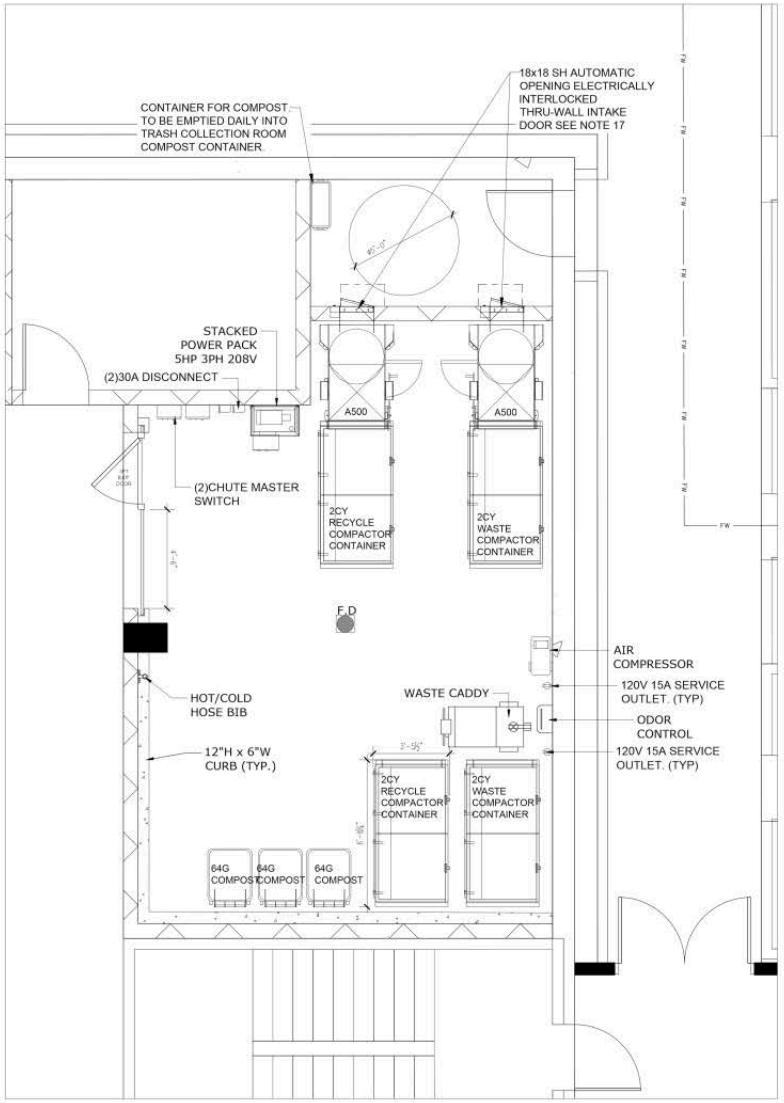
GENERAL NOTES:

1. ANY DESIGNS OR DESIGN SOLUTIONS PRESENTED IN THIS DRAWING OR SPECIFICATION, WHICH ARE DIRECT OR IMPLIED, INCLUDING NARRATIVES, DRAWINGS, OR DIAGRAMS, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS OR DESIGNS SUITABLE FOR CONSTRUCTION.
2. OMISSIONS FROM DRAWINGS OR SPECIFICATIONS, OR THE INACCURATE DESCRIPTION OF DETAILS OF WORK, WHICH ARE MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH ARE CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR INACCURATELY DESCRIBED DETAILS OF THE WORK. WORK SHALL BE PERFORMED AS IF FULLY AND CORRECTLY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL EXISTING FIELD CONDITIONS AND ANY DISCREPANCIES OR INCONSISTENCIES.

2' 1' 0 2' 4'
SCALE:1/2"=1'

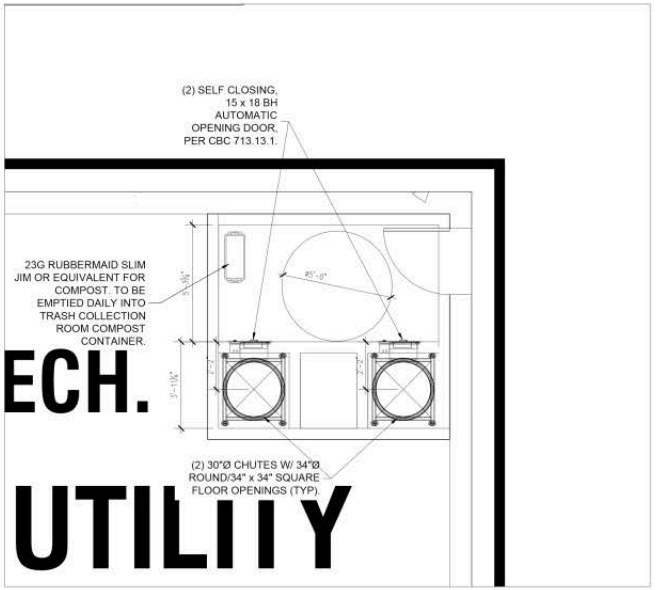
OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



PROJECTED RESIDENTIAL TRASH COLLECTION SCHEDULE / WK

NORTH CORE							
SERVICE	M	T	W	T	F	S	SU
WASTE (2CY)	1			1			
RECYCLE (2CY)		1			1		
TOTAL	1	1	0	1	1	0	0
64G COMPOST	2		1		1		



SHEET NOTES:

RESIDENTIAL TRASH TERMINATION ROOM

1. TRASH COLLECTION ROOM IS PART OF 2HR FIRE-RATED TRASH CHUTE SHAFT - RESTRICTED ACCESS.
2. FLOOR SHALL BE FINISHED WITH WATERPROOF COATING. FLOOR TO HAVE MINIMAL SLOPE (1" MAX) AND FLOOR DRAIN. FLOOR LEVEL UNDER COMPACTOR.
3. WALLS SHALL BE FINISHED WITH WASHABLE WATERPROOF SURFACE SUCH AS FRP OR HIGH-GLOSS ENAMEL PAINT, 8'-0" AFF.
4. INSTALL WALL PROTECTION: 12"Hx6"W CONCRETE CURB AT BASE OF ALL NON-CONCRETE WALLS. DO NOT INSTALL THE CURB AROUND THE COMPACTORS/DIVERTER OR POWER PACKS.
5. 4'-6" ROLL UP DOOR AND 3FT EXIT DOOR.
6. ROOM SHALL BE MECHANICALLY VENTILATED WITH (1) CFM/FT PER 2019 CBC.
7. (2) 30"Ø GRAVITY CHUTES WITH COMPACTORS FOR WASTE & RECYCLING. PROVIDE 2CY FL COMPACTOR CONTAINERS FOR WASTE & RECYCLING. CHUTES SHALL TERMINATE AT 5'-9" AFF.
8. PP: COMPACTOR POWER PACKS SHALL BE FLOOR-MOUNTED. (2) 5HP 3-PHASE, 208V. 30A DISCONNECTS 60" AFF.
9. (2) CHUTE MASTER SWITCH SHALL BE WALL-MOUNTED 60" AFF. MUST ALLOW LOCK DOWN OF CHUTE INTAKES FOR EXCHANGING CONTAINERS AND WASHING CHUTES. REQUIRES 120V 15A DEDICATED SERVICE.
9. (1)AC: 2HP CHUTE AIR COMPRESSOR SHALL BE WALL-MOUNTED 60" AFF. REQUIRES 120V 15A SERVICE OUTLETS 60" AFF.
10. OC: ODOR CONTROL UNIT SHALL BE WALL-MOUNTED 60" AFF. REQUIRES 120V 15A SERVICE OUTLET 60" AFF.
11. HB: HOT AND COLD HOSE BIB SHALL BE WALL-MOUNTED 60" AFF.
14. WASTE CADDY FOR MOVING CONTAINERS. 10,000LBS CAPACITY, 3MPH MAX SPEED. BATTERY POWERED, REQUIRES 120V 20A SERVICE OUTLET.
15. CHUTE DISCHARGE DOOR: TYPE-A, HORIZONTALLY INSULATED SLIDING-STEEL DOOR, HELD OPEN BY 165° F FUSIBLE LINK.
16. (1) UNDEDICATED 120V 15A SERVICE OUTLET REQUIRED FOR STAFF MAINTENANCE PURPOSE.

CHUTE INTAKE VESTIBULES:

17. CHUTE INTAKE VESTIBULES SHALL BE 1HR FIRE-RATED WITH 1HR FIRE-RATED DOOR; 5'-0" MIN REQUIRED PER ADA STANDARDS - RESIDENTIAL ACCESS. PROVIDE (2) SELF CLOSING, 15x18 BOTTOM HINGED, ELECTRICALLY INTERLOCKED, AUTOMATIC OPENING INTAKE DOORS TO DISPOSE TRASH AND RECYCLING INTO COMPACTORS PER CBC 713.13.1. POWER TO INTAKE DOORS SUPPLIED BY MASTER SWITCH/MCP. SEE DETAIL 1/TR2.0.
18. CHUTE SHAFT SHALL NOT BE ERECTED UNTIL CHUTE HAS BEEN INSTALLED. FOR SOUND PROOFING PURPOSES, DOUBLE STUD-WALLS ARE REQUIRED ADJACENT TO OCCUPIED SPACES. INTERIOR OF SHAFT SHALL BE TAPED TO PREVENT ODOROUS AIR LEAKING INTO OCCUPIED SPACES (BY OTHERS).
19. PROVIDE 18X18 SIDE HINGED, AUTOMATIC OPENING, ELECTRICALLY INTERLOCKED THRU-WALL INTAKE DOORS THAT DISPOSE INTO CONTAINERS PER CBC 713.13.1. SEE DETAILS 2/TR2.0.
20. PROVIDE ROUND FLOOR OPENINGS AT CONCRETE FLOORS AND SQUARED FLOOR OPENINGS AT WOOD-FRAME CONSTRUCTION. INSTALL FLOOR SUPPORT FRAME AT EACH FLOOR PENETRATION TO SECURE CHUTE. SEE DETAIL 9/TR2.0 FOR ANCHORING AND MASON BRA-RED SOUND ISOLATION PAD ASSEMBLY. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

GENERAL NOTES:

1. ANY DESIGNS OR DESIGN SOLUTIONS PRESENTED IN THIS DRAWING OR SPECIFICATION, WHICH ARE DIRECT OR IMPLIED, INCLUDING NARRATIVES, DRAWINGS, OR DIAGRAMS, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS OR DESIGNS SUITABLE FOR CONSTRUCTION.
2. OMISSIONS FROM DRAWINGS OR SPECIFICATIONS, OR THE INACCURATE DESCRIPTION OF DETAILS OF WORK, WHICH ARE MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH ARE CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR INACCURATELY DESCRIBED DETAILS OF THE WORK. WORK SHALL BE PERFORMED AS IF FULLY AND CORRECTLY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL EXISTING FIELD CONDITIONS AND ANY DISCREPANCIES OR INCONSISTENCIES.

NORTH TRASH TERMINATION ROOM

NORTH UPPER CHUTE VESTIBULE

2' 1' 0 2' 4'
SCALE:1/2"=1'

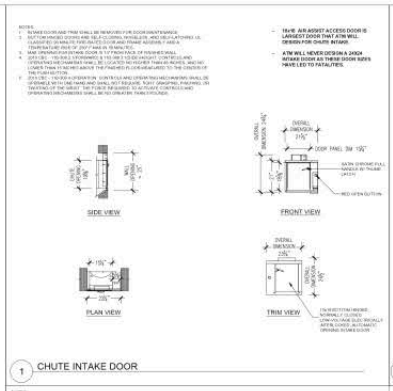
THE POINTE WRAP APARTMENTS

NORTH TRASH ROOMS
02/01/2024

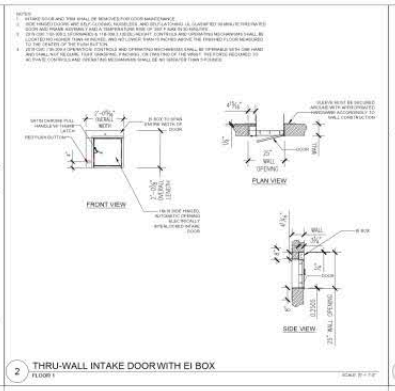
SHEET TR1.1

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

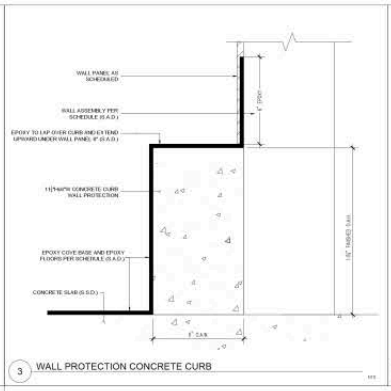
HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815



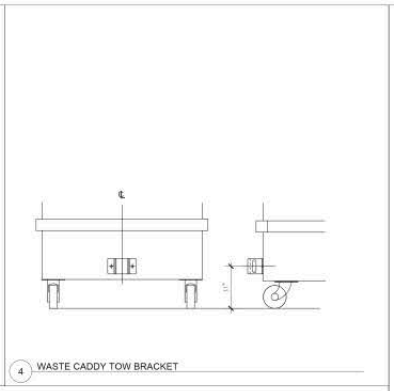
1 CHUTE INTAKE DOOR



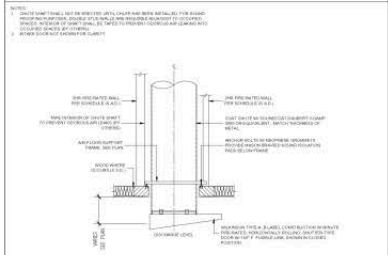
2 THRU-WALL INTAKE DOOR WITH EI BOX



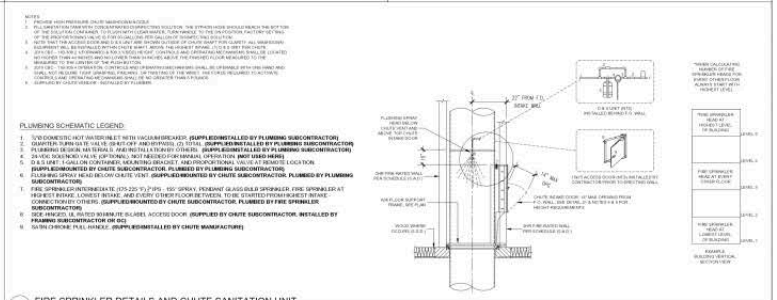
3 WALL PROTECTION CONCRETE CURB



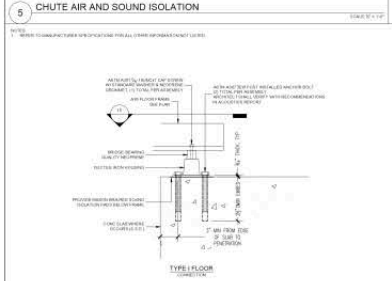
4 WASTE CADDY TOW BRACKET

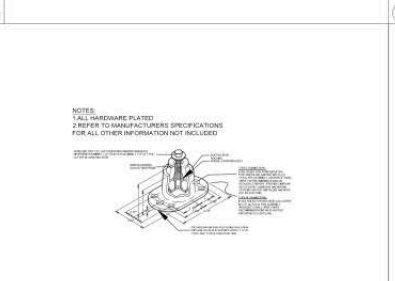


5 CHUTE AIR AND SOUND ISOLATION

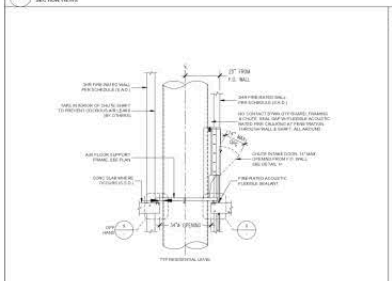


7 FIRE SPRINKLER DETAILS AND CHUTE SANITATION UNIT AT HIGHEST INTAKE

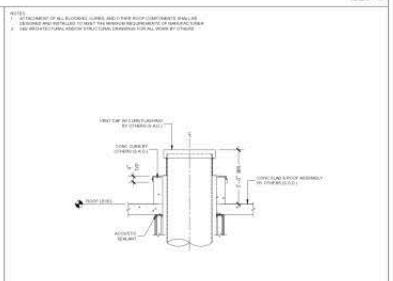




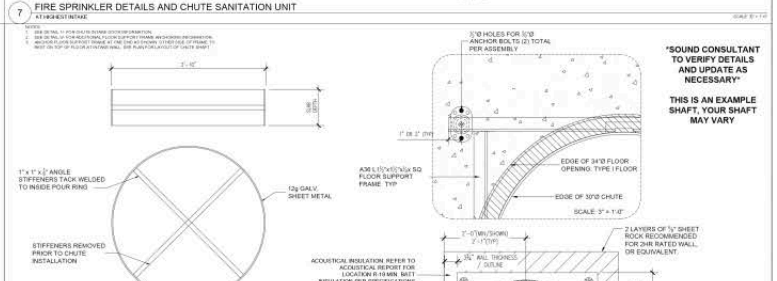
9 FLOOR SUPPORT FRAME ANCHORING SECTION VIEWS



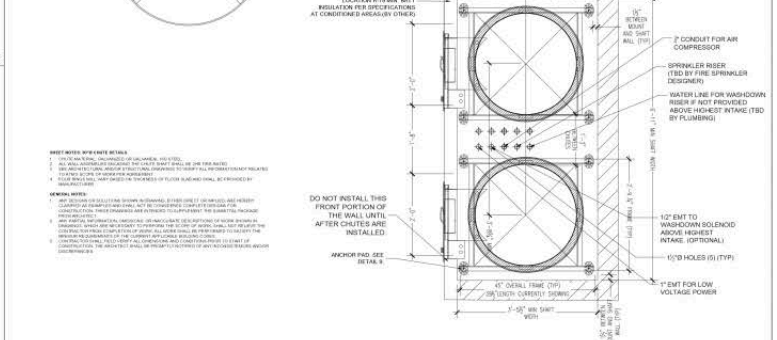
10 CHUTE SHAFT AT INTAKE



11 CHUTE VENT AT ROOF LEVEL



12 FLOOR SUPPORT FRAME ANCHORING PLAN VIEWS



EXAMPLE MINIMUM SHAFT DETAILS

SCALE:INTS

THE POINTE WRAP APARTMENTS

CHUTE DETAILS
02/01/2024

SHEET TR2.0

OWNER
SHEA PROPERTIES
130 VANTIS, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: WILLIS CHIN
(949) 389-7000

HUITT ZOLLARS
2600 Main Street, Suite 400
Irvine, California 92614-4250
949.988.5815

Consistency Analysis, RiverPark Specific Plan

Pointe Apartments

prepared by RiverPark Town Master Planner 2/8/24

Site: District C site

documents: Architectural, civil, landscape, photometrics, plumbing, fire plans dated 9/18/2023

description	source	requirement	proposed	sheet	comply
Chapter 2 Land Use					
Planning District	2B	District C	District C		yes
Permitted Use	2B	Residential Very High	Residential Very High		yes
Commercial KSF	2J	104K if standalone	none proposed		na
Chapter 3 Commercial					
Illustrative Master	3A	residential, office, retail	residential		yes
Commercial Sub	3B	residential, office, retail	residential		yes
Commercial Regulatory Plan	3C	retail, restaurant, office or residential apartments urban	urban 7R		yes
Allowed building	3C	urban 7R	7R apartments		yes
Chapter 4 Residential					
Building Type	4.32	apartments, urban	apartments, urban	G1.2	yes
Lot Area	4.32	20K minimum	211,298	G1.2	yes
Lot Width	4.32	100' minimum	414	APM	yes
Lot Coverage	4.32	90% max	127,547 equals 60%	G1.2	yes
Building height	4.32	90' max	64 @ parking structure	A3.5	yes
Setbacks:					
Front SB	4.32	5' min	5' @ Town Center, others larger	A1.1	yes
Side SB	4.32	5' min	na	A1.1	na
Rear SB	4.32	5' min	34	A1.1	yes
Encroachments:					
porch	4.32	5' max	3' at ground floor west C1 unit		yes
eave	4.32	5' max	na		na
balcony	4.32	5' max	3' at upper floor C1 west decks		yes
Building Orientation & Use:					
	4.32	Building Use per Regulating Plan	7R building use		yes
Service Requirements:					

description	source	requirement	proposed	sheet	comply
		parking access drives 250' apart max	single access to parking structure	A1.1	na
		Utility Access	transformers/generator	A1.1	yes
Parking and Open Space					
		Parking Count: 1/1, 1.5/2, 2/3	required 349, provided 490	G1.2	yes
		parking screening	parking is internal to the building	A1.1	yes
		parking location	wrapped parking structure	A1.1	yes
		PMP, provide by CofO	in process		yes
		curbside parking	not counted in total	G1.2	na
		Mail and parcel delivery	internal to building	A1.1	yes
		bicycle storage	internal to building	A1.1	yes
		Open space: 20% total, 10% common	42,253 required, 63,190 provided	G1.2	yes
Chapter 5 Landscape					
Service Areas:					
screened		loading and service areas	to rear	A1.1	yes
		refuse areas	internal to building	A1.1	yes
location		prevent traffic flow disruption	EVA/trash pickup @ north drive	A1.1	yes
		locate onsite	none external to building	A1.1	yes
screen utilities		onsite	generator/transformers screened with landscape	L.1	yes
screen materials		compatible w/ building design	screened with consistent landscape	L.1	yes
Signage:					
monument signs		6' tall, but may be on berm	none proposed		na
top of building sign		24" & 80 s.f. max	none proposed		na
Chapter 6 Infrastructure					
Parking Space size		9' x 19'	9' x 19'	A1.1	yes

Shea Properties - The Pointe Apartments
Parking Management Plan

1 PARKING MANAGEMENT PLAN PURPOSE

This plan describes actions to be taken by Shea Properties and onsite property managers (the Owner) and the City of Oxnard (the City) to manage parking at The Pointe Apartments development. The plan specifies a series of parking management strategies that will ensure that parking is well managed and supports the overall goals of the Riverpark Specific Plan. This plan recognizes that Smart Growth communities require active parking management to ensure that they are implemented as intended. It further recognizes that Owner/City cooperation is an effective way of addressing parking management issues. Finally, the plan is based on the notion that parking management is not a one-time event; it outlines actions to be implemented by the Owner and the City on a continuing basis.

The Pointe Apartments offer a total of 490 parking spaces for 280 residential units (mix of studio, one bedroom, two bedroom, and three-bedroom units). Although the Riverpark Specific Plan requires 1.25 spaces per unit, The Pointe Apartments will provide 1.75 spaces per unit. Additionally, The Pointe Apartments are located adjacent to the City bus line, the prevalence of ride share mobile applications, proximity to employment, retail, and entertainment destinations and the ever- increasing popularity of bicycling as a mode of transport will ease parking demand as residents utilize alternate modes of transport. The Pointe Apartments will also have a total of 19 spaces available for guest parking.

All actions listed below will be implemented by the Owner unless the City is indicated as the implementing entity.

2 PARKING MANAGEMENT PLAN PROCESS

2.1 Parking Guidelines

A parking addendum is included in all lease agreements to ensure compliance from all Residents / Guests that utilize the parking structure.

All vehicles parked on Shea Residential Properties are required to observe the following rules and regulations of the property.

1. All vehicles are required to be registered prior to parking on Shea Properties. All nonregistered vehicles are subject to tow.
2. All EV charging parking stalls will be assigned to residents with electric vehicles. Any unauthorized vehicles in these spaces will be towed
3. All vehicles not parked within a clearly marked parking stall are considered “Firelane/No Parking” areas and are subject to immediate tow.
4. All vehicles parked in “UNASSIGNED/ASSIGNED” spaces within Shea Management Properties must display, in plain sight, a permit issued by the office. Vehicles in violation are subject to tow.

5. All vehicles parked in “Handicapped” spaces without a current/valid DMV issued Handicapped Permit are subject to tow.
6. Stored/inoperative vehicles not moved within 72 hours are subject to tow. Any vehicle not having the required components required by law to operate safely and legally on city streets (engine, tires, OEM lighting equipment) may be deemed immediately as a stored/inoperative vehicle and subject to tow immediately.
7. All vehicles must be currently registered, insured, and display valid DMV Registration Tags or are subject to tow.
8. Resident vehicles parked in “Guest or Visitor” parking spaces are subject to tow.
9. All vehicles parked in “Future/Prospective Resident” parking during office hours, not conducting business in the property management office, are subject to tow.
10. Resident agrees that they are responsible to inform and assure that all guest/visitors comply with said rules.
11. Resident also understands that if his/her vehicle is towed because of parking in violation of these rules, incorrect or invalid information or transferring of the issued permit to another vehicle, they accept full financial responsibility for all fees incurred.
12. At no time shall any resident park, store, or drive any commercial vehicle, RV, boat, trailer, ATV, golf cart or any other type of licensed or non-licensed vehicle on the property without written consent from Shea Residential Properties.

The following information must be provided to management in order to be registered:

- Resident’s name, address, phone number, make, model, gas or electric, color, License Plate and or VIN number of the vehicle.
- Parking tags or Confirmation numbers must be displayed on the rear-view mirror or lower right-hand corner (passenger’s side) of the front windshield at all times. Any vehicles found without a valid permit will be subject to tow.
- All residents with electric vehicles will be assigned to an electrical vehicle parking stall.
- Guests must call management or visit resident portal to register when visiting to obtain a Temporary guest confirmation number to place in your windshield.
- All EV charging parking stalls will be assigned to residents with electric vehicles. Any unauthorized vehicles in these spaces will be towed

2.2 Enforcement

Parking structures will be monitored regularly for resident and guest parking compliance of all parking rules and regulations. Vehicles that are not in compliance will receive parking violations from management or third-party management. Vehicles that are parked in no parking or fire lanes will be towed.

2.3 Abandoned Vehicles

Parking structures will be monitored regularly for abandoned vehicles which will be removed.

2.4 Large Vehicle Restrictions

Parking rules do not permit trailers, commercial vehicle, RV, boat, trailer, ATV and will monitor to identify and remove large unauthorized vehicles.

2.5 Resident Parking

All resident parking is within the gated parking structure and will be provided parking tags for identification purposes.

2.7 Guest Parking

All guest parking is designated in parking structure and required to obtain a temporary guest confirmation number or pass. Guests can also utilize any available public parking located along Clyde River Drive or Oxnard Blvd.

PARKING SUMMARY

REQUIRED PARKING

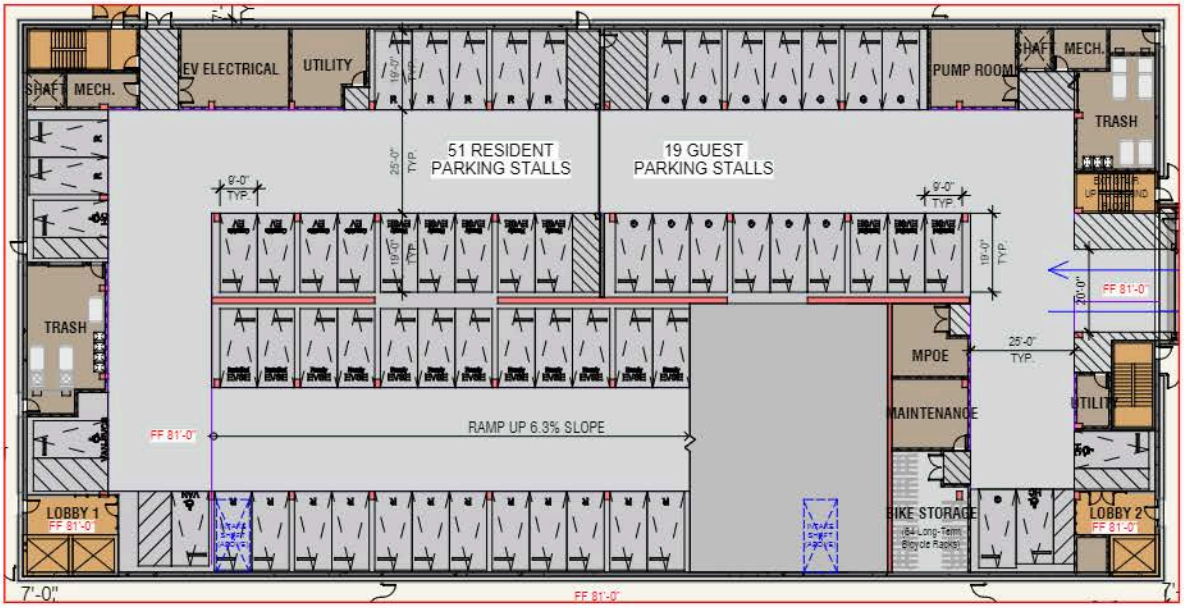
Unit Type	# Units	Ratio	Total
Studio	17	1.0	17
1-Bedroom	143	1.0	143
2-Bedrooms	104	1.5	156
3-Bedrooms	16	2.0	32
	280		**348**
Guest	280	0	0
TOTAL RESIDENTIAL REQ.		**1.24**	**348**

PROVIDED PARKING

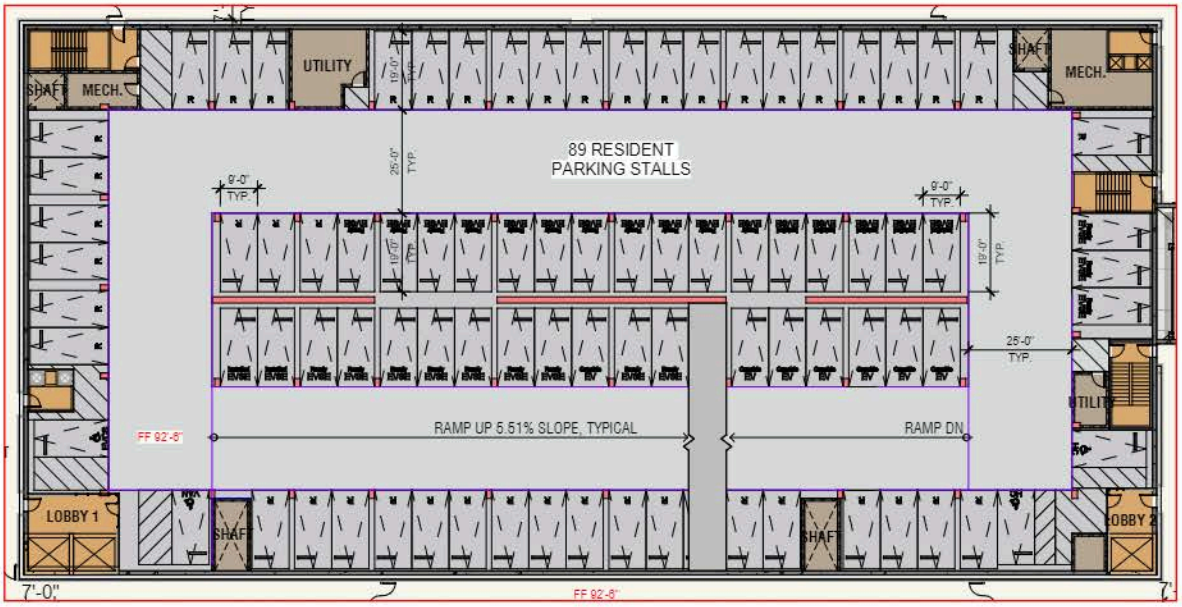
LEVEL	Guest			Resident					Total Level
	Standard	HC	EV Installed	Standard	HC	EV Capable	EVSE Ready	EVSE Installed	
Level 1	14	2	3	26	3	10	16	2	76
Level 2	0	0	0	47	4	10	23	5	89
Level 3	0	0	0	48	4	10	23	5	90
Level 4	0	0	0	48	4	10	23	5	90
Level 5	0	0	0	48	4	10	23	5	90
Level 6	0	0	0	32	4	0	14	5	55
TOTAL	14	2	3	249	23	50	122	27	
								TOTAL PARKING	490
								PARKING RATIO	1.75

HC	5%	23
EV Capable	10%	50
EVSE Ready	25%	122
EVSE Installed	6%	27

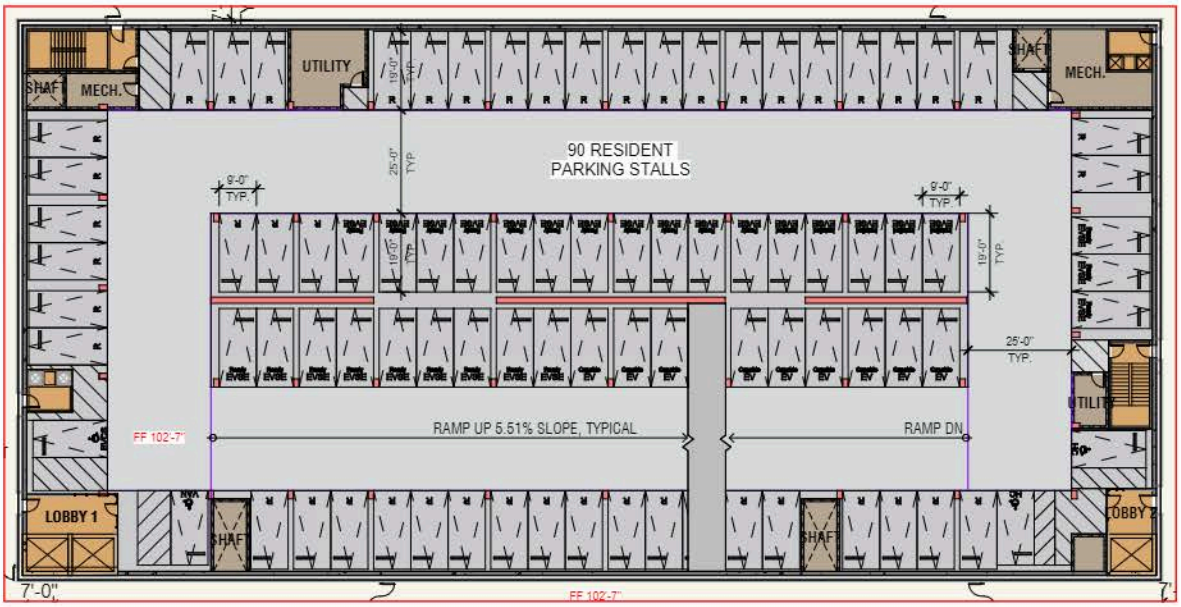
1st Floor



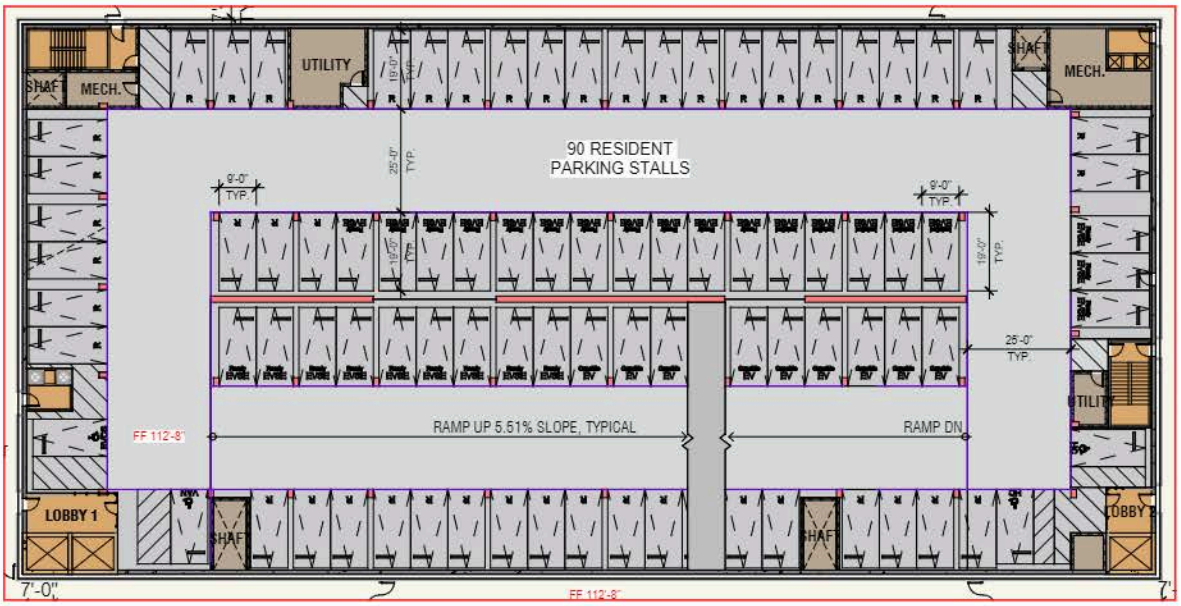
2nd Floor



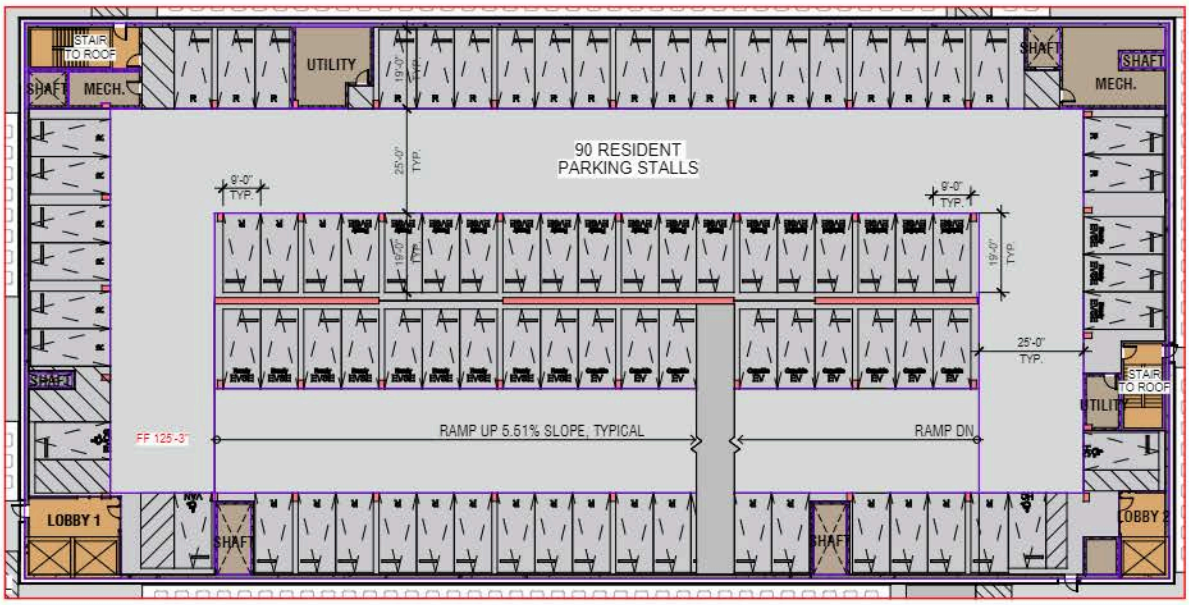
3rd Floor



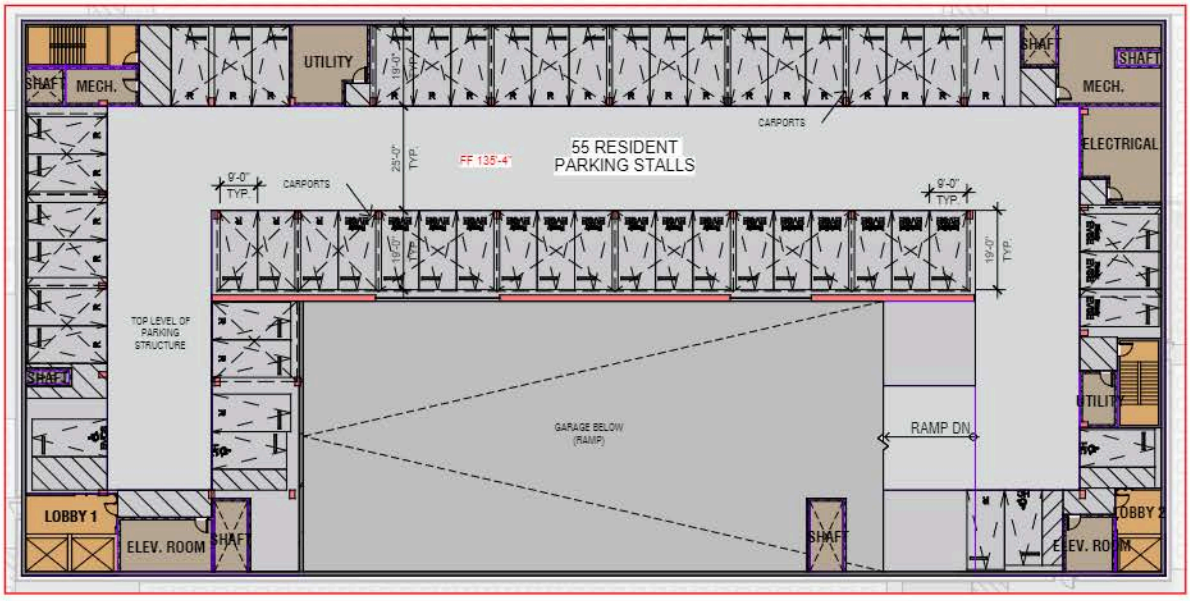
4th Floor



5th Floor



6th Floor / Roof



ATTACHMENT
E

FEIR No. 00-03 and Subsequent Addendums

https://www.oxnard.gov/community-development/planning-environmental-services/environmental-postings

RESOLUTION NO. PZ 23-200-01

A RESOLUTION OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 23-200-01 (DEVELOPMENT DESIGN REVIEW) TO ALLOW FOR A THE CONSTRUCTION OF A 4-STORY, 280 UNIT (42 AFFORDABLE UNITS) APARTMENT BUILDING WITH 490 PARKING SPACES, LANDSCAPE AND INFRASTRUCTURE IMPROVEMENTS ON A 4.85 ACRE LOCATED AT 2801 NORTH OXNARD BLVD (APN'S: 132-0-110-315), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ANN WALSH, SHEA PROPERTIES, 2751 PARK VIEW COURT #261, OXNARD, CA 93036.

WHEREAS, on May 18, 2023, Ann Walsh, property owner (the **"Applicant"** and/or **"Permittee"**), submitted a request to construct a 546,524 square foot building comprised of 341,324 square feet of apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story centrally located parking structure with 490 residential parking spaces on a 4.85-acre project site. The project is located at 2801 N. Oxnard Blvd.; and

WHEREAS, the Community Development Director of the City of Oxnard ("Director") has considered an application for Planning and Zoning Permit No. 23-200-01, filed by Shea Properties in accordance with Section 16-525 of the Oxnard City Code; and

WHEREAS, the Oxnard City Code (OCC) Section 16-525, designates the Community Development Director of the City of Oxnard as the approving authority for the Development Design Review Permit; and

WHEREAS, the Director finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the Community Development Director Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and the implementation of the *RiverPark Specific Plan* and the anticipated build out of the 701-acre specific plan site; and

WHEREAS, on July 16, 2002, the City Council adopted Resolution No. 12,209 upholding the Planning Commission's decision certifying the environmental impact report (State Clearinghouse No. 2000051046) and adopting findings of fact, statement of overriding considerations and mitigation monitoring and reporting program; and

WHEREAS, since certification of EIR No. 00-03, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available; and in that the subject project necessitates no changes or additions to EIR No. 00-03, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 of the State CEQA Guidelines; and

WHEREAS, the Community Development Director finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular; and

WHEREAS, on December 17, 2024 the Development Services Director conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 23-200-01 to permit and construct a 546,524 square foot building comprised of 341,324 square feet of apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story centrally located parking structure with 490 residential parking spaces on a 4.85-acre project site.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Community Development Director and all written and oral evidence presented, including the Community Development Director Staff Report and all attachments thereto, the Community Development Director finds:

(1) **The proposed use is in conformance with the general plan and other adopted standards.**

As described in the Staff Report, the Applicant proposes the construction of a 280-unit apartment building with a centrally located parking structure, and related site improvements. The Project is within the RiverPark Specific Plan (RPSP) zone district which is consistent with the 2030 General Plan land use designation of Commercial Regional. As discussed in detail in the Planning Commission Staff Report Section 6 and Attachment C, the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

(2) **The nature, condition and development of adjacent uses was considered, and such use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

Pursuant to the 2030 General Plan land use designation "Very High Residential/Commercial Regional," and the RiverPark Specific Plan (RPSP) zoning district, the proposed use of the project site as a residential apartment building is an allowed use. The surrounding uses are characterized by commercial uses, which are predominantly office and retail uses, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate any yards, walls, fences, parking and loading facilities, landscaping and any items required as a condition of approval of this special use permit.**

As proposed and conditioned, the project will meet the development standards of the RiverPark Specific Plan to ensure that development is adequately proportional to the size of the property. The project site is a vacant 4.85-acre lot. Pursuant to the RiverPark Specific Plan, the Project has been designed to be consistent with the maximum building height, front, side and rear setbacks, lot coverage, parking standards, and roof top equipment standards. The building is located along Oxnard Blvd and fronts directly onto Oxnard Blvd, with its garage entry/exit on Clyde River Place. The Project meets all RiverPark Specific Plan Building Orientation and Use Guidelines. Pursuant to the City of Oxnard Landscape Standards, the proposed development includes landscaping within the front yard. Given these circumstances, the site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards.

(4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The project will be accessed via an access driveway on Clyde River Place. The parking structure will provide parking for 490 vehicles, while the requirement is only 348 parking spaces. The City bicycle and vehicle parking requirements are being met. The project has been conditioned to submit a draft Parking Management Plan (PMP) that identifies how the parking shall be managed onsite, to avoid impacts to the surrounding developments. Therefore, the site will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic the proposed commercial building is anticipated to generate.

(5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The proposed project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the project site will be served by existing water and sewer lines. Therefore, the site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

SECTION 2. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The Community Development Director, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA

Guidelines. The Community Development Director finds that the proposed project are activities covered by and within the scope of the approved by the FEIR No. 00-03 mitigation measures; FEIR No. 00-03 adequately describes the project for purposes of CEQA; and further environmental documentation is not required.

Therefore, in accordance with CEQA Guidelines §15162, the Community Development Director finds that the project would not have effects that were not examined in the Specific Plan EIR because:

i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Mitigation Monitoring and Reporting Program.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Community Development Director hereby approves Planning and Zoning Permit No. 19-200-16 (Development Design Review Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Community Development Director shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-525 of the Oxnard City Code.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans approved on December 17, 2024, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. A one time extension to this permit may be granted for a maximum of 12 additional months. The request for the extension shall be applied for prior to the expiration of the permit (PL, *G-3*)

4. All required off-site and on-site improvements for the Project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6).

7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

9. Developer shall provide off-street parking for the Project, including the number of spaces, stall size, paving, striping, location, and access, as required by the RiverPark Specific Plan and as documented in the approved in the Parking Management Plan. (PL/B)

10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)

11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the Project property, unless allowed in writing by the Fire Chief. (FD, *G-12*)

13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the Project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the Project property for which the Code Compliance Division has open cases, unless the permit to be issued is for the correction of any remaining open code cases (PL, *G-15*).

LANDSCAPE STANDARD CONDITIONS

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Parks and Facilities Superintendent. (PK, *PK-3*)

18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)

19. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)

21. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

22. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

23. Developer shall install sod or a drought tolerant species approved and identified in the City's low water use handout in the lawn areas of all front yards and street side yards. (PK, *PK-13*)

24. Developer shall submit four sets of the parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve the parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK)

25. Before the City accepts the parkways from the Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS)

26. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

27. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

28. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

29. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

PLANNING DIVISION STANDARD CONDITIONS

30. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

31. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

32. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Manager in all sets of construction documents and specifications for the project. (PL, *PL-3*)

33. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

34. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)

35. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

36. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

37. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

38. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

39. Developer shall provide graphic site directories at principal access points. (PL/B, *PL-10*)

40. During construction, Developer shall control dust by the following activities:
    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special

attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)

41. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

42. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

43. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

44. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

45. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, PL-17)

46. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18)*

47. Developer shall pay all applicable impact fees in accordance with The RiverPark Development Agreement prior to issuance of building permits.

48. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons with adequate lighting. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

49. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)

50. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)

51. All drive lanes shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of the Property Owner. (PL)

52. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

53. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations from the public roadways or from public right-of-ways. (PL)

54. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

55. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

56. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

PLANNING DIVISION SPECIAL CONDITIONS

57. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

58. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as washable paint and sealers on the building and perimeter walls. (PL)

59. A call box, which allows for remote operation of the electric gate by office staff, shall be maintained at all times at the entrance to the parking structure. Sufficient space shall be provided to allow visitors to turn around and exit without backing out onto the street, unless staff is available at all times to allow visitors entry into the parking structure. (PL)

60. Developer submitted a Parking Management Plan that has been approved by the City Traffic Engineer. The Site Property Manager shall be responsible for the ongoing implementation of the approved Parking Management Plan including, but not limited to, issuance of associated parking permits. The Parking Management Plan is subject to review and revision by the City Traffic Engineer based on field conditions and effectiveness in meeting the Plans goals. This Parking Management Plan re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff. (TR)

61. Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.

62. Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department.

63. The multifamily dwellings shall be constructed and designed in accordance with the minimum noise standards. An acoustical report addressing exterior noise sources shall be submitted with the dwelling construction plans for approval by the Building Official. Design measures recommended by the analysis must be incorporated into the architectural and structural design in order to meet the 45dBA CNEL interior standard in perimeter residences and 65 dBA CNEL exterior standards for common open spaces and patios and/or balconies.

64. Standpipe systems required by the Fire Department shall be designed to be located within building areas, such as staircase or tuck under parking areas that will lend to visually screen. (PL)

65. No rooftop equipment shall be installed unless screened from all sides by a designed parapet or building element that extends above the height of the tallest part of such equipment. (PL)

66. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

67. Developer and subsequent property manager shall be responsible for keeping records of resident and visitor parking spaces available; resident and visitor parking permits issued; and parking spaces and garages assigned to every unit at any time. Such records shall be made available to the City in the event complaints are received regarding residents of this project creating significant parking and safety issues, such as, but not limited to, occupying required on-street parking spaces for other developments nearby, lack of resident or visitor parking for this project, and consistent illegal parking by residents and visitors of this project. (PL, TR)

68. In accordance with the RiverPark TDM Fee Program, the Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (PL/DS)

69. All construction activities shall occur only between the hours of 7:00am to 6:00 pm Monday through Saturday in accordance with Section 7-188(D) of the Oxnard City Code.

70. Developer shall not obstruct pedestrian or vehicular traffic on adjacent roadways or the associated sidewalk during construction and maintenance activities. (PL)

71. Developer shall maintain the construction site free of litter and the accumulation of construction debris. (PL)

72. During all phases of construction beginning with grading, Applicant shall post a noise complaint sign with a contact name and phone number to be prominently placed on the construction site of a minimum size of 3 feet by 3 feet. The contact person shall be the general contractor, Project architect, or the Applicant. The sign shall note the days and times during which construction is allowed by Oxnard City Code (OCC) Chapter 7, Article XI "Sound Regulation" and specifically OCC Section 7-188(D), and the sign shall include language that directs a person who is not satisfied by whatever action is taken by the Project to contact the Code Compliance Division at (805) 385-7940. (PL)

PLANNING DIVISION ENVIRONMENTAL MITIGATIONS

73. The following Mitigation Measures originally set forth in the Reporting/Monitoring Program, adopted for the RiverPark Specific Plan and Environmental Impact Report approved in April, 2002 with the City of Oxnard, lead agency, shall be fully complied with at all times. The measures shall be included as conditions of required permit action, and compliance shall result in potential impacts reduced to a level of less than significant and there shall be no residual impacts from the proposed project. Proposed mitigation for those impacts is as follows:

Biological Resources

Mitigation Measure 4.4-1:

Prior to issuance of a grading permit for the project site, and within 15 days prior to construction or site preparation activities that would occur during the nesting/breeding season of native bird species potentially nesting on the site (February through July), the applicant shall retain the services of a qualified biologist. The biologist must, at a minimum, have a degree in biology or related field, and five years field experience in identification of flora and fauna in the southern California region, and be recognized as qualified by appropriate regulatory agencies. The biologist shall conduct on-site surveys to determine if active nests of special-status and common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present within 100 feet of the construction zone. If active nests are found on or immediately adjacent to the site, a minimum 100-foot buffer area (300 feet for raptors) shall be temporarily fenced around the nest site. No construction activities or project-related activities shall be permitted within this nest zone until the young birds have fledged, as determined by the biologist.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-2:

All lighting adjacent to the Santa Clara River and berm, particularly street lamps, shall be downcast luminaries and shall be shielded and oriented in a manner that will prevent spillage or glare (greater than one-half foot candle illumination at ground level) into the remaining natural and open space areas. Final lighting orientation and design shall be approved by the City of Oxnard Community Development Department.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-3:

Certain ornamental plants are known to escape from planted areas and invade into native plant communities. In order to protect native plant communities established within the Specific Plan Area and located in the adjacent Santa Clara River Corridor, the plants listed in Table 4.4-4, Ornamentals to be Prohibited from the Project Site, on page 4.4-30 of the Draft EIR shall not be planted within the common landscaped areas of the proposed site plan. The landscaping plans within common areas of the project shall be reviewed by a qualified botanist who shall recommend appropriate provisions to prevent other invasive plant species

from colonizing remaining natural areas. These provisions includes the following: (a) review and screening of proposed plant palette and planting plans to identify and avoid the use of invasive species; (b) weed removal during the initial planting of landscaped areas; and (c) the monitoring for and removal of weeds and other invasive plant species as part of ongoing landscape maintenance activities. The frequency and method of monitoring for invasive species shall be determined by a qualified botanist.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Noise

Mitigation Measure 4.9-1:

On-site construction activities shall be limited to between the hours of 7:00 AM and 6:00 PM, and exclude Sundays..

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-2:

Staging areas shall be provided on-site to minimize off-site transportation of heavy construction equipment. These staging areas shall be located to maximize the distance to residential areas.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-3:

Construction equipment is fitted with modern sound-reduction equipment.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-4:

When construction operations occur adjacent to occupied residential areas, additional noise reduction measures shall be implemented, including, but are not limited to, changing the

location of stationary construction equipment, shutting of idling equipment and notifying adjacent residences in advance of construction work.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Standard Air Quality

74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications.

75. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.

76. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities.)

77. During construction, Developer shall control dust by the following activities:

    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

    b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

    c. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.

    d. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

    e. Sweeping streets adjacent to the construction site to remove dust caused by the construction

78. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations).

79. Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible to the public off the site: (805) 645-1400 during business hours and (805) 654-2797 after hours.

80. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Standard Cultural Resources

81. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. An archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

82. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

83. Project shall comply with all applicable mitigation measures identified in EIR 00-03, which are hereby incorporated by reference as conditions of approval. (ALL)

ENVIRONMENTAL RESOURCES DIVISION

84. A Construction and Demolition Waste Management Plan ("C&D Plan") (ERDC-1) must be submitted to the Environmental Resources Division for review and approval prior to issuance of a building permit. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.

85. After completion of construction and prior to a certificate of occupancy being issued, a Construction and Demolition Waste Management Report ("C&D Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities.

86. An Occupancy Plan ("Occupancy Plan") must be submitted to the Environmental Resources Division prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, including food waste, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383) and any subsequent legislation adopted in the future, will be managed on site in perpetuity; how property management staff will participate in the program; and how residents will be educated about the program and encouraged to participate. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities.

87. Management rules shall be developed for the project. The property management must make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

88. Any/all organic waste that is generated must be diverted from landfill disposal, as material of this type is not allowed in a trash dumpster. If landscaping is performed by an entity other than the City of Oxnard (i.e. sel-haul or third party private hauler), the landscape service providers must be informed, in writing, of this condition and the property management must complete and submit an Alternative Services Certification annually.

89. Any new or renovated waste enclosures must be sized so that they can accommodate all three waste streams and meet minimum safety and operational requirements, including vehicle path of travel, employee access, and prevention of illegal dumping and/or vandalism. Use the City's approved Standard Plates, but modify dimensions accordingly.

90. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

91. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

92. Developer and operator shall provide recycling containers near the point of use in common areas for guests and residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.

93. Property Owner (Management) shall provide sufficient containers available to tenants and staff to prevent the contamination of recyclables with waste or moisture.

94. The location is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.

95. All collection containers in the waste room must be accessible for use by tenants.

96. The property owner(s) shall provide a source separated three (3) stream waste system by providing separate trash chutes for: (1) refuse, (2) commingled recycling and (3) organic material, generated by the proposed development;
    a. Alternatively, if the property owner(s) proposes a two (2) stream waste system (no organic material chute) then the property owner(s) shall then provide organic waste receptacles on each proposed floor for use by the residents on that floor. The organic waste receptacles on each floor, will need to be regularly emptied by the property owner(s) staff and placed into the organic waste bin located in the trash room. The organic waste material bin(s) will then need to be brought out to the designated staging area to be serviced, by the property owner(s) staff.
    b. All materials shall be placed in commercial bins, and brought to the designation staging area;

97. The property owner(s) staff shall pull out refuse/recycle/organic bins to the staging area where refuse equipment may access the bins for collection, on the day(s) of service. The refuse/recycle/organic bins shall be moved back to the trash room by the property owner(s) staff immediately after being serviced by the City;

98. A designated staging area for the service of refuse/recycle/organic bins shall be located on the property, be accessible by an unobstructed path of at least 16' high and 12' wide to ensure safe access, have a height clearance of 25' (for overhead bin lifting, be improved to withstand refuse equipment weighing up to 62,000 lb and be at a location approved by the Environmental Resources Division.

99. The property owner(s) shall sign a trash enclosure maintenance agreement.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

100. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

101. Developer shall have the site improvement plans prepared using standard Building and Engineering Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS-3)

102. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

103. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

104. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

105. Before connecting the project to existing sewer and water service laterals, Developer shall conduct an inspection (pothole or video) of the existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

106. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)

107. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

108. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

109. Developer shall install all new on-site electric, cable, telephone and similar utility service laterals underground. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

110. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements and perform grading required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

111. A California licensed civil engineer shall prepare the public/site improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

112. Prior to issuance of a site improvement permit, Developer shall provide to the Building and Engineering Division digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer

shall provide updated digital files containing all changes that occur during construction. (DS-16)

113. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

114. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)

115. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

116. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

117. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

118. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

119. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

120. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide

certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

121. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

122. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

123. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)

124. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

125. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)

126. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

127. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

128. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

129. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics with a minimum of two flowing hydrants. The water system for the building fire sprinkler shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

130. Prior to issuance of a grading or other site improvement permit, Developer shall dedicate rights of ingress and egress as directed by the City Engineer. (DS-50)

131. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

132. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)

134. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

135. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

136. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

137. Using forms provided by the Building and Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

138. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

139. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape-based stormwater quality best management practices. (DS-84)

140. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

141. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

142. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Building and Engineering Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

143. The drainage report prepared for the project shall include calculations with hydraulic grade line demonstrating the project generates and discharges stormwater runoff consistent with the design of the backbone drainage system for the Tract. (DS)

144. The project site's stormwater shall be designed and constructed to maintain the drainage pattern that was established for this lot. (DS)

145. This development is located within the Riverpark Specific Plan, and the Developer shall submit a drainage report for the stormwater quality treatment facilities that are to be designed and constructed in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System (MS4) and associated 2002 Technical Guidance Manual ("TGM"). The site improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)

146. Developer shall implement onsite (privately maintained) stormwater quality mitigations that comply with the recommendations of the "Stormwater Quality Management Plan for Riverpark." (DS)

147. Stormwater treatment devices shall be designed to have no standing water. (DS)

148. Developer shall design and implement a plan to promote stormwater infiltration for this project. Project shall route roof runoff and parking spaces to infiltration devices to the maximum extent feasible. Overflow from the infiltration devices shall be directed to the onsite stormwater treatment facilities prior to discharging offsite. The stormwater infiltration plan shall be designed to the satisfaction of the City Engineer prior to the issuance of a grading or site improvement permit. (DS)

149. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") to treat all stormwater runoff from this site that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized for the 1-year 1-hour storm event and designed in accordance with the requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures. (DS)

150. The catch basin located on Clyde River Place that is in conflict with proposed driveway approach shall be relocated to outside the driveway's footprint. (DS)

151. Developer shall prepare a sewer report demonstrating the project complies with the master-planned/backbone sewer design and confirm the project will discharge sewer rates within the specified ranges. A copy of the master plan exhibit shall be attached to the report. (DS)

152. The onsite irrigation system shall connect to the recycled water system. The project shall be responsible for irrigating the new frontage landscaping, unless the area is proven to be within the existing special district for irrigation and maintenance. (DS)

153. Developer shall list all grading or air quality-related environmental mitigation measures on the grading plan cover sheet. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)

154. All existing and proposed easements within and around the project site shall be shown on the civil improvement plans. (DS)

155. The project shall dedicate new water easement(s) so that public water mains and devices are located inside the easement per City Standards prior to issuance of a grading permit. (DS)

156. Prior to issuance of a grading permit, the project shall dedicate new water easement(s) so that any existing water lines that serve Parcel 1 (APN 132-0-100-105) but are located on Lot 6 (APN 132-0-110-315) are located inside the new easement per City Standards. (DS)

157. The project shall acquire or provide reciprocal access agreements in favor of Parcel 1 (APN 132-0-100-105) and Lot 6 (APN 132-0-110-315) across a shared private driveway located near Town Center Drive prior to issuance of a grading permit. The reciprocal access agreement shall account for portions of Lot B (APN 132-0-110-175), Parcel 1, Lot 3 (APN 132-0-110-535), and Lot 6. (DS)

158. Developer shall provide the City Engineer with a 100-scale base map for addressing purposes on 18-inch by 24-inch mylar per City Standards. (DS)

159. The project shall construct a path between the trash storage area and the trash collection staging area for transportation of the trash containers. The path shall be constructed of portland concrete and its travel slope shall not exceed 2%. (DS)

160. The trash staging area shall not encroach on the Fire lane clearance for the private drive unless otherwise approved by the Fire Department. The driveway shall be at least 26-feet wide unless otherwise approved by the Fire Department. (DS)

161. The project shall upgrade existing curb ramps along the project frontages to current accessibility standards. (DS)

162. Developer shall construct triple-bin trash enclosure(s) meeting the latest City requirements with a solid non-combustible roof that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the requirements on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. An alternative design is allowed that substantially conforms to the proposed entitlement drawings with the approval of the Environmental Resources Division. (DS)

POLICE DEPARTMENT CONDITIONS

<u>Exterior Lighting</u>

163. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline.
    a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
    b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    c. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.

d. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number bulbs (equal to one 60 watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
e. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
f. All exterior lighting shall operate from dusk to dawn.
g. All exterior lighting shall be LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).

164. Exterior Lighting of the site, including parking areas, shall be between 1 and 7-foot candles and shall be in harmony with the existing adjacent lighting schemes. Lighting bollards shall not be used as part of the foot candle calculation on photometric sheets. Pedestrian area lighting serves outdoor pedestrian uses such as courtyards and entry ways. Pedestrian area lighting should achieve a uniformity ratio of 4 to 1 average to minimum, with an average illumination of 0.60 foot-candles.

165. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. Lens shall be flat and parallel to the ground/floor. Wall packs and other luminaries that throw right laterally are not allowed unless specifically approved by Planning and Police.

166. Outdoor lighting instruments shall not be placed in close proximity to trees. An integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. The integrated landscape/lighting/ photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that the growth will not adversely impact future lighting and therefore site safety as the project matures Plan sheet shall include:
    a. Tree species table which shows canopy bottom, top, and broadcast diameter at a 20 year maturity. Bottom of tree canopies shall not be less than 15-above any drive area to provide clearance for Fire and Solid Waste Vehicles.
    b. Pole mounted luminaires shall be placed to illuminate under tree canopies at a 20-year maturity. Pole and arm instruments should be considered in areas between landscape finger-planters.
    c. In areas where walkways exist opposite from parking stalls, pole and arm instruments should be placed directly opposite from finger-planters. Luminaires used in the photometric calculations shall only include those instruments mounted

8-feet or more above walking/driving surface. This plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits.

167. Interior parking facilities and porte cocheres shall be illuminated between 5 and 15 foot candles utilizing LED or similar luminaires with a spectrum 3,000K to 20,000K Correlated Color Temperature. Any paint proposed on the ceiling, walls and support pillars of the interior parking facility shall be a white or off-white color. Luminaires shall be located, when possible, between parking stalls to illuminate the areas people enter and exit their vehicles.

168. Parking Stalls shall be enumerated. However, the stall numbers shall not correspond to the residential unit assigned the stall.

169. The mailroom shall have the following features:
    a. Each door entering the mailroom shall have a camera dedicated to capturing images of the face and upper body of all persons who enter the mailroom. Such cameras shall be mounted at 7-feet above the floor in order to capture the best facial images.
    b. Additional cameras shall be ceiling mounted to capture general activity in the mailroom. Each camera shall be mounted so that access to all mail/package receptacles can be monitored.
    c. Each door to the mailroom shall be equipped with access control mechanisms to limit access to authorized staff, tenants, and mail/parcel delivery personnel.

170. Each ground floor door & gate serving as a semi-public access point for tenants and staff of the complex shall be equipped with "Click-to-Enter" to provide first responder access to the common interior areas.

171. Prior to issuance of building permits, a site plan identifying the placement of wayfinding signs shall be approved by Planning and Police. The submittal shall include placement of signs and a detailed description of the signs.

172. A Security Camera System shall be operated 24 hours a day to monitor the activity at the site. The system shall be designed to capture images of all persons and all vehicles that enter the site. Cameras shall also be distributed throughout the site to capture general activities. The camera system shall comply with these minimum standards:
    a. The camera system shall be cloud based to facilitate off-site and mobile monitoring.
    b. The permittee and their successors shall provide the Oxnard Police Department with digital camera recordings pursuant to an official investigation in a timely manner.
    c. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
    d. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.

e. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.
f. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
g. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
h. Recorded images shall bear a date and time stamp that cannot be altered.
i. All entry doorways/gates to the premises shall be monitored by a camera or cameras that are strategically mounted for face capture of persons who enter. Such cameras shall be mounted no higher than 7 feet above the floor/ground. Face capture images shall be determined as those images where the clarity of a person's facial image is sufficient for later identification.
j. All vehicular entrances to the parking facilities shall be monitored by a camera or cameras that are placed to capture images of sufficient quality where the vehicle's license plate, make, model, and color can be easily identified.
k. Cameras in dome casings are highly encouraged as their area of focus is not easily determined by the casual observer.
l. A camera shall be dedicated to face capture image of any person accessing the call system at the exterior of the primary entrance.
m. Site management shall provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.
n. Security cameras shall be installed to monitor activity around each side of the building's exterior.

173. The site shall be equipped with an access control system that shall restrict human and vehicle access to the semi-public areas of the site. The areas considered "semi-public" shall include: parking areas restricted to residents, the building lobby, mailroom, shared hallways, laundry rooms, activity rooms, pool, and physical fitness facilities.

174. The access control system shall utilize instruments such as cards, fobs, QR decals, or other devices that can be individually programmed to provide access, as appropriate, for an individual user. The system shall have the capacity to add or subtract an access instrument assigned to a particular residential unit, employee, or service provider.

175. The access control system shall include a call system at the exterior of the site's primary entrance that allows guests to contact residents or the managers to request access. The access control point at this entrance shall be enabled to open by a resident from their unit or from a remote digital device.

176. The access control system shall record each permitted access and the authorizing individual and the instrument/method used to facilitate the access.

177. "Click-to-Enter" access technology shall be installed at each pedestrian and vehicular entrance to a semi-public area to provide access to first responders.

178. A Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The purpose of the Security Plan is to align the applicant's need to secure the development site for its end users with current security standards and to provide the Police Department an understanding of the layout of the site in the event of a critical incident. The Security Plan, when submitted directly to the Police Department, is considered a confidential document. The plan shall include:
    a. The Security Plan Sheet will identify the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.
    b. The Security Plan shall include a chart identifying each camera by an alpha-numeric, the scope of their capture area, and placement of the camera above the floor/ground.
    c. The Security Plan shall identify all doors with an alpha-numeric (e.g. D-1, D-2, etc.) that serve passage between public & semi-public, semi-public to semi public and similar access points where tenants and their guests routinely pass without needing specific permission from a resident or property manager/responsible party or resident. This would include access to the lobby, parking garage, laundry room, mailroom, emergency exits, etc. When a camera is positioned for face pasture it shall be noted on the camera chart.
    d. The Security Plan shall identify any area which is served by an intrusion/burglary alarm system.
    e. The Security Plan shall identify all the components of the access control system, their location, and a chart that identifies each instrument with an alpha-numeric with the device name, make, and model. The access control system shall provide site access to tenants and persons authorized by the site management. The access control sites shall include areas deemed semi-public such as the lobby, parking garage, laundry room, mailroom, and any shared facility such as an activity room or community kitchen.
    f. "Click-to-Enter" technology shall be installed to provide access for first responders to all entrances to the facility that serve as an interface between public and semi-public areas. All such access points shall be identified on the Security Plan.
    g. The permittee/property manager/owner shall maintain all security features in good working condition and consistent with industry standards.

179. Site management is encouraged to have an active and cooperative relationship with their neighbors and the Oxnard Police Department. To facilitate this effort these elements shall be established by the site management:
    a. Site management should establish a dedicated email address for the site (ie: acmeapartments@acme.com). Once the email address has been established, site management should send an email to specialprojects@oxnardpd.org identifying the site address, management company, phone number dedicated email address, and the person managing the site.
    b. A sign shall be posted so it is readable from the public right of way and placed at or near the primary entrance which identifies the management company name, phone number, and the dedicated email address.

c. Site Management should participate in crime prevention programs designed for multi-unit residential housing facilities.
d. The property owner should inform the Oxnard Police Department of changes in site management and/or the dedicated email address by sending an email to specialprojects@oxnardpd.org

180. Any digital records from the security camera system or access control system shall be made available to any representative of the Oxnard Police Department in a timely manner upon request related to any official police investigation. If requested, the site manager shall upload or email any digital records at the request of a representative of the Oxnard Police Department.

181. Any intrusion alarm system installed at the sire shall utilize motion and infrared technology or similar technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

182. Landscape elements shall be arranged and maintained to provide clear lines of sight and eliminate potential places of concealment.

183. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity.

184. Natal palm or similar hedge shrub shall be used as a "defensive barrier to protect against homeless habitation in areas prone to such activities.

185. CMU walls adjacent to or visible from a street shall be protected by landscaping elements to dissuade the application of graffiti. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required.

186. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained.

187. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project the property shall be maintained to address these issues.

188. Parking stalls shall be enumerated. However, the stall numbers shall not correspond to the residential unit assigned the stall

189. Graffiti shall be removed or painted over within 24-hours of application. Site management shall maintain a supply of paint to match the building's exterior color scheme.

190. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the

removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)

191. A sign shall be posted at or near the primary entrance to the site that identifies the management company name, phone number, and the email address dedicated to the site management office.

192. A sign shall be posted at each entrance to the site stating: "NO TRESPASSING OR LOITERING. VIOLATORS SHALL BE SUBJECT TO REMOVAL OR ARREST PURSUANT TO STATE LAW AND CITY ORDINANCE".

193. Pool area signage & CC&Rs- Amplified music shall not be audible beyond the confines of the pool area

194. Mail and parcel delivery shall be in a room controlled by the building's access control system. This room shall be configured so that only tenants, USPS and parcel delivery services have access. Building guests shall not have access to this area. This area shall also be monitored by the site's security camera system. This area shall have these features:
    a. Prior to the issuance of building permits the developer shall contact the Oxnard Postmaster to ensure that the mail and parcel delivery system for the site will meet the requirements of the USPS.
    b. A secure mailbox shall be provided for each residential unit.
    c. A secure system for receiving parcel deliveries shall be established and maintained (PD/USPS).

FIRE DEPARTMENT STANDARD CONDITIONS

195. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)

196. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

197. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

198. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer

shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)

199. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

200. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

201. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, *F-7*)

202. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

203. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)

204. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)

205. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

206. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

207. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, *F-13)*

208. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

209. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT ADDITIONAL CONDITIONS

210. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

211. The location of the Fire Department Connection needs to be provided and a fire hydrant shall be provided within 50-feet of this connection.

212. Class I standpipe is required in each stairwell and within the parking area.

213. Fire sprinkler coverage is required for:
    a. Covered Parking.
    b. Patios, overhangs or any other projections that are 48" or more from the structure.
    c. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
    d. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

214. Developer shall assess for the two-way emergency responder communication coverage (ERCC) for emergency responders. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

215. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.

216. Ensure landscape trees do not block bedroom emergency window exits.

217. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.

218. Gurney size elevators will be required.

219. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

220. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

221. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

222. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a

battery backup. (FD, *F-17*)

HOUSING DEPARTMENT CONDITIONS

223. Based on the unit count proposed, 42 of the 280 units being developed must be affordable units. Five percent (5%) of the total units in the development must be offered for rent to very low-income households, as defined in the California Health and Safety Code 50105, five (5%) percent of total units in the development must be offered for rent to low-income households, as defined in the California Health and Safety Code 50079.5, and five (5%) of the total units in the development must be offered for rent to Moderate income households, as defined in California Health and Safety Code 50093. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Moderate Income, Low Income, and Very Low-Income Households, respectively, as published by the California Department of Housing and Community Development (HCD).

224. Affordable Rent (Very Low- Income Units) - For Very-Low Income Households "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one-twelth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size appropriate to the Affordable Unit for households earning less than equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in Sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

225. Affordable Rent (Low Income Units) - For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

226. Affordable Rent (Moderate Income Units) - For Moderate Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times one hundred and ten percent (110%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to one hundred and twenty

percent (120%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations and as defined in health and Safety Code 50053 (b)(5), unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

227. The affordable units must include: One (1) studio unit, seven (7) one- bedroom units, five (5) two-bedroom units, and one one (1) three bedroom unit offered for rent to very low-income households as defined in Health and Safety Code 50105. One (1) studio unit, seven (7) one-bedroom units, and six (6) two bedroom units offered for rent to low-income households as defined in health and Safety Code 50079.5. One (1) studio unit, seven (7) one-bedroom units, and six (6) two bedroom units offered for rent to moderate income households as defined in Health and Safety Code 50093.

228. Owner and Developer must record affordability covenants approved as to form by the Housing Director prior to submitting their first building permit application. Units shall remain affordable for at least 55 years. The 55 year term shall begin following issuance of a certificate of occupancy for the development. Owner/developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.

229. The Affordable Housing Agreement shall, among other things, specify the number of affordable units by number of bedrooms, level affordability, and standards for qualifying household incomes or other qualifying criteria. The City may collect an annual City monitoring fee, as approved by Council Resolution.

230. The affordable units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.

231. Prior to offering the affordable units for rent, the owner or developer must submit to the Housing Director the proposed location and rental amounts for the affordable units for review and approval and the dates which the units will be offered for rent.

232. Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that a required number of affordable units are being offered at affordable rents and that a management plan, prepared by the Developer or Owner, for operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Owner or Developer shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.

(Signature on next page)

PASSED AND ADOPTED by the Community Development Director of the City of Oxnard on this 17th day of December 2024.

_____ _____

Date

Jeff Pengilley,
Community Development Director

CITY OF OXNARD CALIFORNIA

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Daniel Houck, Associate Planner

DATE: February 6, 2025

SUBJECT: **Project Name: The Pointe Apartments Appeal;** Planning and Zoning Permit No. 23-200-01 (Development Design Review) Property located at 2801 North Oxnard Blvd (APN: 132-0-110-315).

1) **Recommendation:** That the Planning Commission ("**Commission**"):

   a) Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and

   b) Adopt a resolution denying the Appeal and upholding the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions, because the record shows that there is evidence necessary to make all of the Findings required by Oxnard City Code.

2) **Project Description and Applicant:** A request for a Development Design Review (DDR) Permit to authorize the construction of a 546,524 square foot building comprised of 341,324 square feet of apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story centrally located parking structure with 490 residential parking spaces on a 4.85-acre project site. The project will include associated landscape and hardscape improvements. The 280 residential unit apartment building consists of 17 studio apartments, 143 one-bedroom units, 104 two-bedroom units, and 16 three-bedroom units. The project is also conditioned to provide forty two (42) affordable units. The Project is located at 2801 North Oxnard Blvd within the Residential Very High/Commercial Regional land use designation of the RiverPark Specific Plan (RPSP) (within Attachment A). For purposes of this Staff Report, the foregoing project description shall be referred to as the "Project." The project application was filed by Ann Walsh of Shea Properties, 2751 Park View Court, Oxnard, CA 93036 (collectively referred to as the "Applicant" or "Developer.")

   Please see the reduced Project plans (within Attachment A) for more details on the prior approved Project.

3) **Background:** On December 17th, 2024, the Community Development Director (the "Director") held a public hearing to consider Planning & Zoning Permit No. 23-200-01 requesting approval of a Development Design Review Permit (DDRP). The Project scope involved the construction of a 546,524 square foot building comprised of 341,324 square feet of apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story centrally located parking structure with 490 residential parking spaces on a 4.85-acre project site. Staff originally presented the project with a recommendation for approval (Attachment A).

   At the public hearing, the Director heard public testimony, deliberated, and approved the project pursuant to all of the Findings required to grant the DDRP, provided in the Community Development Director Resolution No. 23-200-01 (part of Attachment A). As part of the hearing record, multiple comment letters were submitted, one in favor of and one against the project. A comment letter was not received by the Appellant for the Director's hearing. The Appellant first provided notice to the Director and staff after the conclusion of the hearing on December 18, 2024 in a letter dated December 18, 2024 requesting noticing for the project.

   Pursuant to Section 16-525 of the Oxnard City Code ("OCC"), the action of the Director is final unless an appeal application to the Planning Commission is filed within 10 days after the action date. On December 27th, the Appellant filed a timely Appeal application with the City. Included with the appeal form the Appellant provided a letter for the first time to staff dated December 16, 2024 with their Ground of Appeal statement (Attachment B).

4) **Analysis:**

   The Appellant ("Richard Drury of Lozeau Drury, LLP,"), on behalf of Supporters of Alliance for Environmental Responsibility ("SAFER"), has appealed the decision of the Director primarily because the Appellant does not agree with the California Environmental Quality Act (CEQA) process used on the project. The Appleant's one grounds of appeal is noted below, verbatim from their letter dated December 16, 2024 (Attachment B), with staff's response following the grounds appeal:

   Ground of Appeal 1: "SAFER objects to the City's reliance on an Addendum to the River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR") for the Project. Under the California Environmental Quality Act ("CEQA"), an addendum is not appropriate because the Project is not within the scope of the prior program EIR and there is new information available since the certification of the 2002 RPSP EIR indicating new significant impacts and/or the availability of new mitigation measures. Also, under CEQA Guidelines Section 15183, the Project will have peculiar impacts, cumulative impacts, and offsite impacts not analyzed in the RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project-level to ensure adequate mitigation. Therefore, SAFER

requests that the Community Development Director refrain from taking any action on the Project at this time and, instead, direct staff to prepare an initial study for the Project, followed by a project-specific EIR or negative declaration as required by CEQA."

Staff Response:

The Appellant's assertion that the City's proposed CEQA review is inadequate because the Project was not analyzed in the RiverPark Specific Plan EIR and addenda is incorrect. The subject property was directly assessed for 280 residential units. Additionally, the Appellant has failed to identify, pursuant to the State CEQA guidelines, why the RPSP EIR and subsequent addenda is not sufficient and a new project-level EIR should have been prepared. Section 15162(a) of the State CEQA Guidelines states that no subsequent EIR shall be prepared for a project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
(3) New information of substantial importance, which has not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
    (a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
    (b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
    (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
    (d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As stated in the original RPSP Draft EIR, the RiverPark Specific Plan EIR was intended to serve as a Project EIR, as defined in Section 15161 of the CEQA Guidelines, for the use by the City of Oxnard. Specifically, the original RPSP EIR analyzed the adoption and buildout

of the RPSP. As originally adopted in 2002, the RPSP allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development (including approximately 221,000 square feet of existing office development that was approved under the Oxnard Town Center Specific Plan, prior to the adoption of the RPSP). Since the adoption of the original RPSP, the RPSP has been amended on eight previous occasions. The second most recent amendment was approved on April 5, 2022. The amendment allowed for changes to the land use plan and text within the RPSP to allow residential development in districts B, C, and D in exchange for a reduction of commercial square footage. As a result, the current specific plan allows for up to 4,068 dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen, as identified in Table 1 below.

Table 1

Maximum Development Based on Residential Development Options			
Residential Options Selected per District (B, C, & D only)	**Additional Residential Units**	**Maximum Residential Units of Options Chosen**	**Maximum Commercial Development**
Districts B, C & D	1,025	4,068	1,535,543
Districts B & C	613	3,656	1,761,623
Districts C & D	692	3,735	1,718,273
Districts B & D	745	3,788	1,689,190
District B	333	3,376	1,915,270
District C	280	3,323	1,944,353
District D	412	3,455	1,871,920
No Residential	0	3,043	2,098,000

Concurrent with the processing of this amendment, an environmental consultant, under the supervision of Planning Division staff, prepared Addendum No. 15 to the approved FEIR No. 00-03, and subsequent addenda to evaluate potential environmental impacts of the buildout of the amended RPSP. Addendum No. 15 to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public Resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, § 15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. Addendum No.15 was appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to FEIR No. 00-03 are necessary to address the amendments the RPSP and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163. The addendum evaluated each of the residential option development scenarios identified in Table 1 above, pursuant to City of Oxnard CEQA Thresholds and California recommended thresholds. The evaluation determined that none of the scenarios would result in a substantial increase in severity of significant environmental impacts previously analyzed in the certified EIR and the scenarios would not result in any new significant impacts. Pursuant to CEQA Guidelines §

15094(e), a Notice of Determination (NOD) was filed with the Ventura County Clerk and posted on April 7, 2022 following the April 5th, 2022 approval of the RPSP amendment, by City Council. Pursuant to CEQA Guidelines § 15094(f), the posting of the NOD, began the 30-day statute of limitations on court challenges to the approval under CEQA. This period ended on May 9, 2022, and no challenges to the approval of Addendum No. 15 to the approved FEIR No.00-03, were received.

Since certification of FEIR No. 00-03 and approval of the subsequent addendums there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available. Accordingly, any proposed use and development that is consistent with the development anticipated under the RPSP, would not necessitate any changes or additions to FEIR No. 00-03, including the subsequent addendums.

The Project is a residential use, and the Director found the proposed Project to be consistent with both the RPSP and the 2030 General Plan land use designation. In accordance with Chapter 7 (Implementation) of the RPSP, the proposed development may be permitted with a DDR, subject to approval by the Director. The Project is located within District C of the RPSP. The RPSP designates the site as part of Planning District C: West Corridor Commercial District, which has the land use designations - Residential Very High and Commercial: Regional. This designation anticipated development of the subject residential use, outlined on page 2.13 of the RPSP. The Director determined that the Project met the requirements of the RPSP in terms of its location within the Planning District C and will be subject to the residential and commercial square footage limitations within Chapter 2 and 7 of the RPSP. RPSP Section 2.5.2.3 establishes that the maximum density for the Residential: Very High development area within District C shall be 280 dwelling units and no further commercial shall be allowed in the District. As the Project consists of the building out of the site with a 280 unit apartment building, the Project complies with the building area requirements of the RPSP. As documented in the Community Development Director staff report and Resolution No. 23-200-01, the Project complies with all of the development requirements for this building type as well as all other applicable development standards of the RPSP. Lastly, the original mitigations will remain applicable to any future projects developed under the specific plan. Therefore, the Director determined that, on the basis of substantial evidence in the light of the whole record, that the Project was consistent with the RPSP and none of the triggers included in Section 15162(a) of the State CEQA Guidelines required the preparation of a subsequent EIR (or negative declaration), and conversely, sufficient evidence was provided to justify reliance on RPSP FEIR No. 00-03 and subsequent addenda relevant to the provisions of the State CEQA Guidelines as implemented by the City of Oxnard.

Conclusion:
The Appellant requests the Director's approval of the Project to be overturned based on grounds that the reliance on the RPSP FEIR No. 00-03 and subsequent addenda was not

adequate and that a project-level EIR should be prepared.

Based on the above Analysis/Discussion Section, Staff's responses collectively demonstrate the Appeal lacks merit, and the Director's determination on December 17, 2024 should remain unchanged. Thus staff recommends that the Planning Commission find there is no merit to the Appellant's Grounds of Appeal, and the Appeal should not overturn the decision of the Director to approve the Project. Furthermore, the Planning Commission staff report, attachments, and the specific Findings outlined in the Planning Commission resolution provide substantial evidence in the record for the Planning Commission to approve the Project with the specific Findings outlined in the Planning Commission Resolution (Attachment C).

5) **Appeal Procedure:** In accordance with Section 16-525 of the City Code and Section 7.9.2.5 (Appeals) of the RiverPark Specific Plan, the Planning Commission's action may be appealed to the City Council within 10 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the City Council is not filed within 10 working days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final.

Attachments:

A. Community Development Director Staff Report dated December 17, 2024 (with Attachments)
B. Appeal Application date December 27, 2024
C. Planning Commission Resolution 2025-XX
D. Staff Presentation

CITY CLERK OXNARD
DEC 27 '24 AM 11:10

CITY OF OXNARD CALIFORNIA

CITY CLERK OXNARD
DEC 27 '24 AM 11:10

REQUEST FOR APPEAL

Community Development Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Development Services Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

After paying the required appeal fee to the Planning Division, submit the original request for appeal and two (2) copies along with verification that the appropriate appeal fee has been paid to the City Clerk's Office. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Richard Drury, on behalf of Supporters Alliance for Environmental Responsibility (SAFER), am requesting an appeal of a decision made by
Print name

_The Community Development Director__ that was made on_December 17, 2024_ regarding
State decision making body Date

__The Pointe Apartments (Planning And Zoning Permit No. 23-200-01)___
Specify PZ No.

Check one of the following:

☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.

☒ **Appeal of a Decision Rendered on a Discretionary Permit - Development Services Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Development Services Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.

☐ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

For the reasons set forth in the attached comment letter dated December 16, 2024, the Project's approval was made in error.

X _____
Appellant Signature

12/27/2024
Date

cc: City Attorney
Director
Project Planner
Applicant

OFFICE USE ONLY	
Date Received:	
Received By:	
Contacted Dept/Division Rep:	

LOZEAU DRURY LLP

T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
richard@lozeaudrury.com

December 16, 2024

VIA EMAIL

Jeff Pengilley, Director
Community Development Department
City of Oxnard
214 South C Street
Oxnard, CA 93030
Planning@oxnard.org

Re: Comment on The Pointe Apartments Project December 17, 2024 Community Development Director Hearing Agenda Item 2

Dear Director Pengilley:

This comment is submitted on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") regarding The Pointe Apartments Project (Planning and Zoning Permit No. 23-200-01), which proposes the construction of a 546,524 square foot building comprised of 341,324 square feet for an apartment building reaching 4 stories and 280 residential units as well as a 205,200 square foot 5.5-story parking structure with 490 residential parking spaces on a 4.85-acre project site, located at 2801 North Oxnard Blvd (APN: 32-0-110-315) in the City of Oxnard ("Project"), to be heard as Agenda Item 2 at the Community Development Director's December 17, 2024 meeting.

SAFER objects to the City's reliance on an Addendum to the River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR"), for the Project. Under the California Environmental Quality Act ("CEQA"), an addendum is not appropriate because the Project is not within the scope of the prior program EIR and there is new information available since certification of the 2002 RPSP EIR indicating new significant impacts and/or the availability of new mitigation measures. Also, under CEQA Guidelines Section 15183, the Project will have peculiar impacts, cumulative impacts, and offsite impacts not analyzed in the RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project-level to ensure adequate mitigation. Therefore, SAFER requests that the Community Development Director refrain from taking any action on the Project at this time and, instead, direct staff to prepare an initial study for the Project, followed by a project-specific EIR or negative declaration as required by CEQA.

Sincerely,

Richard Drury
Lozeau Drury LLP

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING THE APPEAL AND UPHOLDING THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF OXNARD'S APPROVAL OF PLANNING AND ZONING PERMIT NO. 23-200-01 (DEVELOPMENT DESIGN REVIEW) TO ALLOW FOR A THE CONSTRUCTION OF A 4-STORY, 280 UNIT (42 AFFORDABLE UNITS) APARTMENT BUILDING WITH 490 PARKING SPACES, LANDSCAPE AND INFRASTRUCTURE IMPROVEMENTS ON A 4.85 ACRE PROJECT SITE LOCATED AT 2801 NORTH OXNARD BLVD (APN: 132-0-110-315), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ANN WALSH, SHEA PROPERTIES, 2751 PARK VIEW COURT #261, OXNARD, CA 93036.

WHEREAS, the Community Development Director of the City of Oxnard ("Director") has considered an application for Planning and Zoning Permit No. 23-200-01, filed by Ann Walsh of Shea Properties in accordance with Section 16-525 of the Oxnard City Code; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an environmental impact report (FEIR No. 00-03) was prepared to analyze potential impacts associated with the approval and the implementation of the *RiverPark Specific Plan* and the anticipated build out of the 701-acre specific plan site; and

WHEREAS, on July 16, 2002, the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted findings of fact, statement of overriding considerations and a mitigation monitoring and reporting program. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of the Riverpark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, on March 15, 2022 pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums; and

WHEREAS, on March 15, 2022, the City Council certified Addendum No. 15 to FEIR No. 00-03 and all subsequent Addendums and approved Planning and Zoning Permit No. 20-630-01 (Specific Amendment No. 7 to the Riverpark Specific Plan); and

WHEREAS, since certification of FEIR No. 00-03 and approval of subsequent addenda, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available; and in that the subject project necessitates no changes or additions to FEIR No. 00-03, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 of the State CEQA Guidelines; and

WHEREAS, on December 17, 2024, the Community Development Director of the City of Oxnard conducted a duly noticed public hearing to consider an application for Planning and

Zoning Permit 23-200-01 (Development Design Review Permit), filed by Ann Walsh of Shea Properties in accordance with RPSP Section 7.9.2.2; and

WHEREAS, the Community Development Director has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Community Development Director determined after due study and deliberation that the public interest and general welfare required the approval of Development Design Review Permit PZ No. 23-200-01 for development of a 280 unit 4-story apartment Project located at 2801 N. Oxnard Blvd (APN: 132-0-110-315); and

WHEREAS, on December 17, 2024, the Community Development Director approved Resolution 23-200-01 to approve the Project; and

WHEREAS, on December 27, 2024, the Appellant filed a timely appeal pursuant to Section 16-525 of the Oxnard City Code ("OCC") of the Community Development Director's decision to approve Planning and Zoning Permit No 23-200-01; and

WHEREAS, on February 6, 2025, the Planning Commission conducted a duly noticed public hearing to consider the Appellant's Appeal of the Community Development Director's Decision to Approve Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit) in accordance with RPSP Section 7.9.2.5; and

WHEREAS, on February 6, 2025, the Planning Commission also reviewed all of the information provided in the staff report, attachments, environmental document, and considered the testimony given at the public hearing, including all written communications to the Community Development Director, as well as other pertinent information; and

WHEREAS, on February 6, 2025, the Planning Commission deliberated the merits of the Project and Appeal and made a motion to Deny the Appeal and uphold the Community Director's approval of Planning and Zoning Permit No. 23-200-01.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Community Development Director and all written and oral evidence presented, including the Community Development Director Staff Report and all attachments thereto, the Community Development Director finds:

(1) **The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the Staff Report (Attachment A), the Applicant proposes the construction of a 280-unit apartment building with a centrally located parking structure, and related site improvements. The Project is within the RiverPark Specific

Plan (RPSP) zone district which is consistent with the 2030 General Plan land use designation of Commercial Regional. As discussed in detail in the Director Hearing's Staff Report Section 6 and the Project Consistency Analysis of the Director Hearing (both within Attachment A), the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

(2) **The nature, condition and development of adjacent uses was considered, and such use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

Pursuant to the 2030 General Plan land use designation "Very High Residential/Commercial Regional," and the RiverPark Specific Plan (RPSP) zoning district, the proposed use of the project site as a residential apartment building is an allowed use. The surrounding uses are characterized by commercial uses, which are predominantly office and retail uses, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate any yards, walls, fences, parking and loading facilities, landscaping and any items required as a condition of approval of this special use permit.**

As proposed and conditioned, the project will meet the development standards of the RiverPark Specific Plan to ensure that development is adequately proportional to the size of the property. The project site is a vacant 4.85-acre lot. Pursuant to the RiverPark Specific Plan, the Project has been designed to be consistent with the maximum building height, front, side and rear setbacks, lot coverage, parking standards, and roof top equipment standards. The building is located along Oxnard Blvd and fronts directly onto Oxnard Blvd, with its garage entry/exit on Clyde River Place. The Project meets all RiverPark Specific Plan Building Orientation and Use Guidelines. Pursuant to the City of Oxnard Landscape Standards, the proposed development includes landscaping within the front yard. Given these circumstances, the site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards.

(4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The project will be accessed via an access driveway on Clyde River Place. The parking structure will provide parking for 490 vehicles, while the requirement is only

348 parking spaces. The City bicycle and vehicle parking requirements are being met. The project has been conditioned to submit a draft Parking Management Plan (PMP) that identifies how the parking shall be managed onsite, to avoid impacts to the surrounding developments. Therefore, the site will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic the proposed commercial building is anticipated to generate.

(5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The proposed project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the project site will be served by existing water and sewer lines. Therefore, the site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

SECTION 2. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The Community Development Director, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines. The Community Development Director finds that the proposed project are activities covered by and within the scope of the approved by the FEIR No. 00-03 mitigation measures; FEIR No. 00-03 adequately describes the project for purposes of CEQA; and further environmental documentation is not required.

Therefore, in accordance with CEQA Guidelines §15162, the Community Development Director finds that the project would not have effects that were not examined in the Specific Plan EIR because:

i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Mitigation Monitoring and Reporting Program.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby approves Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless appealed to the City Council in accordance with the provisions of Section 16-525 of the Oxnard City Code and Section 7.9.2.5 of the RiverPark Specific Plan.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans approved on February 6, 2025, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. A one time extension to this permit may be granted for a maximum of 12 additional months. The request for the extension shall be applied for prior to the expiration of the permit (PL, *G-3*)

4. All required off-site and on-site improvements for the Project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6).

7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

9. Developer shall provide off-street parking for the Project, including the number of spaces, stall size, paving, striping, location, and access, as required by the RiverPark Specific Plan and as documented in the approved in the Parking Management Plan. (PL/B)

10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)

11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the Project property, unless allowed in writing by the Fire Chief. (FD, *G-12*)

13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the Project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the Project property for which the Code Compliance Division has open cases, unless the permit to be issued is for the correction of any remaining open code cases (PL, *G-15*).

LANDSCAPE STANDARD CONDITIONS

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Parks and Facilities Superintendent. (PK, *PK-3*)

18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)

19. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)

21. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

22. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

23. Developer shall install sod or a drought tolerant species approved and identified in the City's low water use handout in the lawn areas of all front yards and street side yards. (PK, *PK-13*)

24. Developer shall submit four sets of the parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve the parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK)

25. Before the City accepts the parkways from the Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS)

26. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

27. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

28. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

29. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

PLANNING DIVISION STANDARD CONDITIONS

30. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish

manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

31. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

32. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Manager in all sets of construction documents and specifications for the project. (PL, *PL-3*)

33. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

34. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)

35. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

36. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

37. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

38. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

39. Developer shall provide graphic site directories at principal access points. (PL/B, *PL-10*)

40. During construction, Developer shall control dust by the following activities:

a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)

41. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

42. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

43. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

44. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

45. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, PL-17)

46. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18)*

47. Developer shall pay all applicable impact fees in accordance with The RiverPark Development Agreement prior to issuance of building permits.

48. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons with adequate lighting. Developer shall coordinate placement and design of such items

accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

49. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)

50. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)

51. All drive lanes shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of the Property Owner. (PL)

52. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

53. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations from the public roadways or from public right-of-ways. (PL)

54. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

55. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

56. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

PLANNING DIVISION SPECIAL CONDITIONS

57. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

58. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as washable paint and sealers on the building and perimeter walls. (PL)

59. A call box, which allows for remote operation of the electric gate by office staff, shall be maintained at all times at the entrance to the parking structure. Sufficient space shall be provided to allow visitors to turn around and exit without backing out onto the street, unless staff is available at all times to allow visitors entry into the parking structure. (PL)

60. Developer submitted a Parking Management Plan that has been approved by the City Traffic Engineer. The Site Property Manager shall be responsible for the ongoing implementation of the approved Parking Management Plan including, but not limited to, issuance of associated parking permits. The Parking Management Plan is subject to review and revision by the City Traffic Engineer based on field conditions and effectiveness in meeting the Plans goals. This Parking Management Plan re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff. (TR)

61. Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.

62. Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department.

63. The multifamily dwellings shall be constructed and designed in accordance with the minimum noise standards. An acoustical report addressing exterior noise sources shall be submitted with the dwelling construction plans for approval by the Building Official. Design measures recommended by the analysis must be incorporated into the architectural and structural design in order to meet the 45dBA CNEL interior standard in perimeter residences and 65 dBA CNEL exterior standards for common open spaces and patios and/or balconies.

64. Standpipe systems required by the Fire Department shall be designed to be located within building areas, such as staircase or tuck under parking areas that will lend to visually screen. (PL)

65. No rooftop equipment shall be installed unless screened from all sides by a designed parapet or building element that extends above the height of the tallest part of such equipment. (PL)

66. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

67. Developer and subsequent property manager shall be responsible for keeping records of resident and visitor parking spaces available; resident and visitor parking permits issued; and parking spaces and garages assigned to every unit at any time. Such records shall be made available to the City in the event complaints are received regarding residents of this project creating significant parking and safety issues, such as, but not limited to, occupying required on-street parking spaces for other developments nearby, lack of resident or visitor parking for this project, and consistent illegal parking by residents and visitors of this project. (PL, TR)

68. In accordance with the RiverPark TDM Fee Program, the Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (PL/DS)

69. All construction activities shall occur only between the hours of 7:00am to 6:00 pm Monday through Saturday in accordance with Section 7-188(D) of the Oxnard City Code.

70. Developer shall not obstruct pedestrian or vehicular traffic on adjacent roadways or the associated sidewalk during construction and maintenance activities. (PL)

71. Developer shall maintain the construction site free of litter and the accumulation of construction debris. (PL)

72. During all phases of construction beginning with grading, Applicant shall post a noise complaint sign with a contact name and phone number to be prominently placed on the construction site of a minimum size of 3 feet by 3 feet. The contact person shall be the general contractor, Project architect, or the Applicant. The sign shall note the days and times during which construction is allowed by Oxnard City Code (OCC) Chapter 7, Article XI "Sound Regulation" and specifically OCC Section 7-188(D), and the sign shall include language that directs a person who is not satisfied by whatever action is taken by the Project to contact the Code Compliance Division at (805) 385-7940. (PL)

PLANNING DIVISION ENVIRONMENTAL MITIGATIONS

73. The following Mitigation Measures originally set forth in the Reporting/Monitoring Program, adopted for the RiverPark Specific Plan and Environmental Impact Report approved in April, 2002 with the City of Oxnard, lead agency, shall be fully complied with at all times. The measures shall be included as conditions of required permit action, and compliance shall result in potential impacts reduced to a level of less than significant and

there shall be no residual impacts from the proposed project. Proposed mitigation for those impacts is as follows:

Biological Resources

Mitigation Measure 4.4-1:

Prior to issuance of a grading permit for the project site, and within 15 days prior to construction or site preparation activities that would occur during the nesting/breeding season of native bird species potentially nesting on the site (February through July), the applicant shall retain the services of a qualified biologist. The biologist must, at a minimum, have a degree in biology or related field, and five years field experience in identification of flora and fauna in the southern California region, and be recognized as qualified by appropriate regulatory agencies. The biologist shall conduct on-site surveys to determine if active nests of special-status and common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present within 100 feet of the construction zone. If active nests are found on or immediately adjacent to the site, a minimum 100-foot buffer area (300 feet for raptors) shall be temporarily fenced around the nest site. No construction activities or project-related activities shall be permitted within this nest zone until the young birds have fledged, as determined by the biologist.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-2:

All lighting adjacent to the Santa Clara River and berm, particularly street lamps, shall be downcast luminaries and shall be shielded and oriented in a manner that will prevent spillage or glare (greater than one-half foot candle illumination at ground level) into the remaining natural and open space areas. Final lighting orientation and design shall be approved by the City of Oxnard Community Development Department.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-3:

Certain ornamental plants are known to escape from planted areas and invade into native plant communities. In order to protect native plant communities established within the Specific Plan Area and located in the adjacent Santa Clara River Corridor, the plants listed in Table 4.4-4, Ornamentals to be Prohibited from the Project Site, on page 4.4-30 of the Draft EIR shall not be planted within the common landscaped areas of the proposed site plan. The landscaping plans within common areas of the project shall be reviewed by a qualified botanist who shall recommend appropriate provisions to prevent other invasive plant species from colonizing remaining natural areas. These provisions includes the following: (a) review and screening of proposed plant palette and planting plans to identify and avoid the use of invasive species; (b) weed removal during the initial planting of landscaped areas; and (c) the monitoring for and removal of weeds and other invasive plant species as part of ongoing landscape maintenance activities. The frequency and method of monitoring for invasive species shall be determined by a qualified botanist.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Noise

Mitigation Measure 4.9-1:

On-site construction activities shall be limited to between the hours of 7:00 AM and 6:00 PM, and exclude Sundays..

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-2:

Staging areas shall be provided on-site to minimize off-site transportation of heavy construction equipment. These staging areas shall be located to maximize the distance to residential areas.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-3:

Construction equipment is fitted with modern sound-reduction equipment.

REPORTING/MONITORING PROGRAM:

Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-4:

When construction operations occur adjacent to occupied residential areas, additional noise reduction measures shall be implemented, including, but are not limited to, changing the location of stationary construction equipment, shutting of idling equipment and notifying adjacent residences in advance of construction work.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Standard Air Quality

74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications.

75. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.

76. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities.)

77. During construction, Developer shall control dust by the following activities:

    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

    b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

c. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.

d. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

e. Sweeping streets adjacent to the construction site to remove dust caused by the construction

78. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations).

79. Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible to the public off the site: (805) 645-1400 during business hours and (805) 654-2797 after hours.

80. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Standard Cultural Resources

81. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. An archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

82. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

83. Project shall comply with all applicable mitigation measures identified in EIR 00-03, which are hereby incorporated by reference as conditions of approval. (ALL)

ENVIRONMENTAL RESOURCES DIVISION

84. A Construction and Demolition Waste Management Plan ("C&D Plan") (ERDC-1) must be submitted to the Environmental Resources Division for review and approval prior to issuance of a building permit. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire

project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.

85. After completion of construction and prior to a certificate of occupancy being issued, a Construction and Demolition Waste Management Report ("C&D Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities.

86. An Occupancy Plan ("Occupancy Plan") must be submitted to the Environmental Resources Division prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, including food waste, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383) and any subsequent legislation adopted in the future, will be managed on site in perpetuity; how property management staff will participate in the program; and how residents will be educated about the program and encouraged to participate. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities.

87. Management rules shall be developed for the project. The property management must make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

88. Any/all organic waste that is generated must be diverted from landfill disposal, as material of this type is not allowed in a trash dumpster. If landscaping is performed by an entity other than the City of Oxnard (i.e. sel-haul or third party private hauler), the landscape service providers must be informed, in writing, of this condition and the property management must complete and submit an Alternative Services Certification annually.

89. Any new or renovated waste enclosures must be sized so that they can accommodate all three waste streams and meet minimum safety and operational requirements, including vehicle path of travel, employee access, and prevention of illegal dumping and/or vandalism. Use the City's approved Standard Plates, but modify dimensions accordingly.

90. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

91. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

92. Developer and operator shall provide recycling containers near the point of use in common areas for guests and residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.

93. Property Owner (Management) shall provide sufficient containers available to tenants and staff to prevent the contamination of recyclables with waste or moisture.

94. The location is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.

95. All collection containers in the waste room must be accessible for use by tenants.

96. The property owner(s) shall provide a source separated three (3) stream waste system by providing separate trash chutes for: (1) refuse, (2) commingled recycling and (3) organic material, generated by the proposed development;
    a. Alternatively, if the property owner(s) proposes a two (2) stream waste system (no organic material chute) then the property owner(s) shall then provide organic waste receptacles on each proposed floor for use by the residents on that floor. The organic waste receptacles on each floor, will need to be regularly emptied by the property owner(s) staff and placed into the organic waste bin located in the trash room. The organic waste material bin(s) will then need to be brought out to the designated staging area to be serviced, by the property owner(s) staff.
    b. All materials shall be placed in commercial bins, and brought to the designation staging area;

97. The property owner(s) staff shall pull out refuse/recycle/organic bins to the staging area where refuse equipment may access the bins for collection, on the day(s) of service. The refuse/recycle/organic bins shall be moved back to the trash room by the property owner(s) staff immediately after being serviced by the City;

98. A designated staging area for the service of refuse/recycle/organic bins shall be located on the property, be accessible by an unobstructed path of at least 16' high and 12' wide to ensure safe access, have a height clearance of 25' (for overhead bin lifting, be improved to withstand refuse equipment weighing up to 62,000 lb and be at a location approved by the Environmental Resources Division.

99. The property owner(s) shall sign a trash enclosure maintenance agreement.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

100. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

101. Developer shall have the site improvement plans prepared using standard Building and Engineering Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS-3)

102. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

103. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

104. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

105. Before connecting the project to existing sewer and water service laterals, Developer shall conduct an inspection (pothole or video) of the existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

106. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)

107. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

108. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

109. Developer shall install all new on-site electric, cable, telephone and similar utility service laterals underground. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

110. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements and perform grading required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

111. A California licensed civil engineer shall prepare the public/site improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

112. Prior to issuance of a site improvement permit, Developer shall provide to the Building and Engineering Division digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide updated digital files containing all changes that occur during construction. (DS-16)

113. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

114. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)

115. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

116. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

117. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

118. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized

agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

119. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

120. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

121. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

122. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

123. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)

124. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

125. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)

126. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

127. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

128. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

129. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics with a minimum of two flowing hydrants. The water system for the building fire sprinkler shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

130. Prior to issuance of a grading or other site improvement permit, Developer shall dedicate rights of ingress and egress as directed by the City Engineer. (DS-50)

131. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

132. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)

134. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

135. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

136. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

137. Using forms provided by the Building and Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract

with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

138. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

139. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape-based stormwater quality best management practices. (DS-84)

140. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

141. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

142. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Building and Engineering Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

143. The drainage report prepared for the project shall include calculations with hydraulic grade line demonstrating the project generates and discharges stormwater runoff consistent with the design of the backbone drainage system for the Tract. (DS)

144. The project site's stormwater shall be designed and constructed to maintain the drainage pattern that was established for this lot. (DS)

145. This development is located within the Riverpark Specific Plan, and the Developer shall submit a drainage report for the stormwater quality treatment facilities that are to be designed and constructed in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System (MS4) and associated 2002 Technical Guidance Manual ("TGM"). The site improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)

146. Developer shall implement onsite (privately maintained) stormwater quality mitigations that comply with the recommendations of the "Stormwater Quality Management Plan for Riverpark." (DS)

147. Stormwater treatment devices shall be designed to have no standing water. (DS)

148. Developer shall design and implement a plan to promote stormwater infiltration for this project. Project shall route roof runoff and parking spaces to infiltration devices to the maximum extent feasible. Overflow from the infiltration devices shall be directed to the onsite stormwater treatment facilities prior to discharging offsite. The stormwater infiltration plan shall be designed to the satisfaction of the City Engineer prior to the issuance of a grading or site improvement permit. (DS)

149. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") to treat all stormwater runoff from this site that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized for the 1-year 1-hour storm event and designed in accordance with the requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures. (DS)

150. The catch basin located on Clyde River Place that is in conflict with proposed driveway approach shall be relocated to outside the driveway's footprint. (DS)

151. Developer shall prepare a sewer report demonstrating the project complies with the master-planned/backbone sewer design and confirm the project will discharge sewer rates

within the specified ranges. A copy of the master plan exhibit shall be attached to the report. (DS)

152. The onsite irrigation system shall connect to the recycled water system. The project shall be responsible for irrigating the new frontage landscaping, unless the area is proven to be within the existing special district for irrigation and maintenance. (DS)

153. Developer shall list all grading or air quality-related environmental mitigation measures on the grading plan cover sheet. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)

154. All existing and proposed easements within and around the project site shall be shown on the civil improvement plans. (DS)

155. The project shall dedicate new water easement(s) so that public water mains and devices are located inside the easement per City Standards prior to issuance of a grading permit. (DS)

156. Prior to issuance of a grading permit, the project shall dedicate new water easement(s) so that any existing water lines that serve Parcel 1 (APN 132-0-100-105) but are located on Lot 6 (APN 132-0-110-315) are located inside the new easement per City Standards. (DS)

157. The project shall acquire or provide reciprocal access agreements in favor of Parcel 1 (APN 132-0-100-105) and Lot 6 (APN 132-0-110-315) across a shared private driveway located near Town Center Drive prior to issuance of a grading permit. The reciprocal access agreement shall account for portions of Lot B (APN 132-0-110-175), Parcel 1, Lot 3 (APN 132-0-110-535), and Lot 6. (DS)

158. Developer shall provide the City Engineer with a 100-scale base map for addressing purposes on 18-inch by 24-inch mylar per City Standards. (DS)

159. The project shall construct a path between the trash storage area and the trash collection staging area for transportation of the trash containers. The path shall be constructed of portland concrete and its travel slope shall not exceed 2%. (DS)

160. The trash staging area shall not encroach on the Fire lane clearance for the private drive unless otherwise approved by the Fire Department. The driveway shall be at least 26-feet wide unless otherwise approved by the Fire Department. (DS)

161. The project shall upgrade existing curb ramps along the project frontages to current accessibility standards. (DS)

162. Developer shall construct triple-bin trash enclosure(s) meeting the latest City requirements with a solid non-combustible roof that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the requirements on file with the Building and Engineering Division. Developer shall finish

the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. An alternative design is allowed that substantially conforms to the proposed entitlement drawings with the approval of the Environmental Resources Division. (DS)

POLICE DEPARTMENT CONDITIONS

Exterior Lighting

163. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline.
    a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
    b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    c. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    d. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number bulbs (equal to one 60 watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
    e. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
    f. All exterior lighting shall operate from dusk to dawn.
    g. All exterior lighting shall be LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).

164. Exterior Lighting of the site, including parking areas, shall be between 1 and 7-foot candles and shall be in harmony with the existing adjacent lighting schemes. Lighting bollards shall not be used as part of the foot candle calculation on photometric sheets. Pedestrian area lighting serves outdoor pedestrian uses such as courtyards and entry ways. Pedestrian area lighting should achieve a uniformity ratio of 4 to 1 average to minimum, with an average illumination of 0.60 foot-candles.

165. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. Lens shall be flat and parallel to the ground/floor. Wall packs and other luminaries that throw right laterally are not allowed unless specifically approved by Planning and Police.

166. Outdoor lighting instruments shall not be placed in close proximity to trees. An integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. The integrated landscape/lighting/ photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that the growth will not adversely impact future lighting and therefore site safety as the project matures Plan sheet shall include:
    a. Tree species table which shows canopy bottom, top, and broadcast diameter at a 20 year maturity. Bottom of tree canopies shall not be less than 15-above any drive area to provide clearance for Fire and Solid Waste Vehicles.
    b. Pole mounted luminaires shall be placed to illuminate under tree canopies at a 20-year maturity. Pole and arm instruments should be considered in areas between landscape finger-planters.
    c. In areas where walkways exist opposite from parking stalls, pole and arm instruments should be placed directly opposite from finger-planters. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above walking/driving surface. This plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits.

167. Interior parking facilities and porte cocheres shall be illuminated between 5 and 15 foot candles utilizing LED or similar luminaires with a spectrum 3,000K to 20,000K Correlated Color Temperature. Any paint proposed on the ceiling, walls and support pillars of the interior parking facility shall be a white or off-white color. Luminaires shall be located, when possible, between parking stalls to illuminate the areas people enter and exit their vehicles.

168. Parking Stalls shall be enumerated. However, the stall numbers shall not correspond to the residential unit assigned the stall.

169. The mailroom shall have the following features:
    a. Each door entering the mailroom shall have a camera dedicated to capturing images of the face and upper body of all persons who enter the mailroom. Such cameras shall be mounted at 7-feet above the floor in order to capture the best facial images.
    b. Additional cameras shall be ceiling mounted to capture general activity in the mailroom. Each camera shall be mounted so that access to all mail/package receptacles can be monitored.

c. Each door to the mailroom shall be equipped with access control mechanisms to limit access to authorized staff, tenants, and mail/parcel delivery personnel.

170. Each ground floor door & gate serving as a semi-public access point for tenants and staff of the complex shall be equipped with "Click-to-Enter" to provide first responder access to the common interior areas.

171. Prior to issuance of building permits, a site plan identifying the placement of wayfinding signs shall be approved by Planning and Police. The submittal shall include placement of signs and a detailed description of the signs.

172. A Security Camera System shall be operated 24 hours a day to monitor the activity at the site. The system shall be designed to capture images of all persons and all vehicles that enter the site. Cameras shall also be distributed throughout the site to capture general activities. The camera system shall comply with these minimum standards:
    a. The camera system shall be cloud based to facilitate off-site and mobile monitoring.
    b. The permittee and their successors shall provide the Oxnard Police Department with digital camera recordings pursuant to an official investigation in a timely manner.
    c. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
    d. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
    e. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.
    f. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
    g. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
    h. Recorded images shall bear a date and time stamp that cannot be altered.
    i. All entry doorways/gates to the premises shall be monitored by a camera or cameras that are strategically mounted for face capture of persons who enter. Such cameras shall be mounted no higher than 7 feet above the floor/ground. Face capture images shall be determined as those images where the clarity of a person's facial image is sufficient for later identification.
    j. All vehicular entrances to the parking facilities shall be monitored by a camera or cameras that are placed to capture images of sufficient quality where the vehicle's license plate, make, model, and color can be easily identified.
    k. Cameras in dome casings are highly encouraged as their area of focus is not easily determined by the casual observer.
    l. A camera shall be dedicated to face capture image of any person accessing the call system at the exterior of the primary entrance.

m. Site management shall provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.
n. Security cameras shall be installed to monitor activity around each side of the building's exterior.

173. The site shall be equipped with an access control system that shall restrict human and vehicle access to the semi-public areas of the site. The areas considered "semi-public" shall include: parking areas restricted to residents, the building lobby, mailroom, shared hallways, laundry rooms, activity rooms, pool, and physical fitness facilities.

174. The access control system shall utilize instruments such as cards, fobs, QR decals, or other devices that can be individually programmed to provide access, as appropriate, for an individual user. The system shall have the capacity to add or subtract an access instrument assigned to a particular residential unit, employee, or service provider.

175. The access control system shall include a call system at the exterior of the site's primary entrance that allows guests to contact residents or the managers to request access. The access control point at this entrance shall be enabled to open by a resident from their unit or from a remote digital device.

176. The access control system shall record each permitted access and the authorizing individual and the instrument/method used to facilitate the access.

177. "Click-to-Enter" access technology shall be installed at each pedestrian and vehicular entrance to a semi-public area to provide access to first responders.

178. A Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The purpose of the Security Plan is to align the applicant's need to secure the development site for its end users with current security standards and to provide the Police Department an understanding of the layout of the site in the event of a critical incident. The Security Plan, when submitted directly to the Police Department, is considered a confidential document. The plan shall include:
    a. The Security Plan Sheet will identify the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.
    b. The Security Plan shall include a chart identifying each camera by an alpha-numeric, the scope of their capture area, and placement of the camera above the floor/ground.
    c. The Security Plan shall identify all doors with an alpha-numeric (e.g. D-1, D-2, etc.) that serve passage between public & semi-public, semi-public to semi public and similar access points where tenants and their guests routinely pass without needing specific permission from a resident or property manager/responsible party or resident. This would include access to the lobby, parking garage, laundry

room, mailroom, emergency exits, etc. When a camera is positioned for face pasture it shall be noted on the camera chart.

d. The Security Plan shall identify any area which is served by an intrusion/burglary alarm system.
e. The Security Plan shall identify all the components of the access control system, their location, and a chart that identifies each instrument with an alpha-numeric with the device name, make, and model. The access control system shall provide site access to tenants and persons authorized by the site management. The access control sites shall include areas deemed semi-public such as the lobby, parking garage, laundry room, mailroom, and any shared facility such as an activity room or community kitchen.
f. "Click-to-Enter" technology shall be installed to provide access for first responders to all entrances to the facility that serve as an interface between public and semi-public areas. All such access points shall be identified on the Security Plan.
g. The permittee/property manager/owner shall maintain all security features in good working condition and consistent with industry standards.

179. Site management is encouraged to have an active and cooperative relationship with their neighbors and the Oxnard Police Department. To facilitate this effort these elements shall be established by the site management:
    a. Site management should establish a dedicated email address for the site (ie: acmeapartments@acme.com). Once the email address has been established, site management should send an email to specialprojects@oxnardpd.org identifying the site address, management company, phone number dedicated email address, and the person managing the site.
    b. A sign shall be posted so it is readable from the public right of way and placed at or near the primary entrance which identifies the management company name, phone number, and the dedicated email address.
    c. Site Management should participate in crime prevention programs designed for multi-unit residential housing facilities.
    d. The property owner should inform the Oxnard Police Department of changes in site management and/or the dedicated email address by sending an email to specialprojects@oxnardpd.org

180. Any digital records from the security camera system or access control system shall be made available to any representative of the Oxnard Police Department in a timely manner upon request related to any official police investigation. If requested, the site manager shall upload or email any digital records at the request of a representative of the Oxnard Police Department.

181. Any intrusion alarm system installed at the sire shall utilize motion and infrared technology or similar technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

182. Landscape elements shall be arranged and maintained to provide clear lines of sight and eliminate potential places of concealment.

183. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity.

184. Natal palm or similar hedge shrub shall be used as a "defensive barrier to protect against homeless habitation in areas prone to such activities.

185. CMU walls adjacent to or visible from a street shall be protected by landscaping elements to dissuade the application of graffiti. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required.

186. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained.

187. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project the property shall be maintained to address these issues.

188. Parking stalls shall be enumerated. However, the stall numbers shall not correspond to the residential unit assigned the stall

189. Graffiti shall be removed or painted over within 24-hours of application. Site management shall maintain a supply of paint to match the building's exterior color scheme.

190. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)

191. A sign shall be posted at or near the primary entrance to the site that identifies the management company name, phone number, and the email address dedicated to the site management office.

192. A sign shall be posted at each entrance to the site stating: "NO TRESPASSING OR LOITERING. VIOLATORS SHALL BE SUBJECT TO REMOVAL OR ARREST PURSUANT TO STATE LAW AND CITY ORDINANCE".

193. Pool area signage & CC&Rs- Amplified music shall not be audible beyond the confines of the pool area

194. Mail and parcel delivery shall be in a room controlled by the building's access control system. This room shall be configured so that only tenants, USPS and parcel delivery

services have access. Building guests shall not have access to this area. This area shall also be monitored by the site's security camera system. This area shall have these features:

a. Prior to the issuance of building permits the developer shall contact the Oxnard Postmaster to ensure that the mail and parcel delivery system for the site will meet the requirements of the USPS.
b. A secure mailbox shall be provided for each residential unit.
c. A secure system for receiving parcel deliveries shall be established and maintained (PD/USPS).

FIRE DEPARTMENT STANDARD CONDITIONS

195. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)

196. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

197. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

198. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)

199. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

200. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

201. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, *F-7*)

202. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

203. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)

204. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)

205. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

206. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

207. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, *F-13)*

208. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

209. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT ADDITIONAL CONDITIONS

210. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

211. The location of the Fire Department Connection needs to be provided and a fire hydrant shall be provided within 50-feet of this connection.

212. Class I standpipe is required in each stairwell and within the parking area.

213. Fire sprinkler coverage is required for:
    a. Covered Parking.
    b. Patios, overhangs or any other projections that are 48" or more from the structure.
    c. Open areas beneath stairs that serve a habitable space or when that area is

accessible for storage or has mechanical equipment.

d. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

214. Developer shall assess for the two-way emergency responder communication coverage (ERCC) for emergency responders. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

215. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.

216. Ensure landscape trees do not block bedroom emergency window exits.

217. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.

218. Gurney size elevators will be required.

219. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

220. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

221. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

222. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

HOUSING DEPARTMENT CONDITIONS

223. Based on the unit count proposed, 42 of the 280 units being developed must be affordable units. Five percent (5%) of the total units in the development must be offered for rent to very low-income households, as defined in the California Health and Safety Code 50105, five (5%) percent of total units in the development must be offered for rent to low-income households, as defined in the California Health and Safety Code 50079.5, and five (5%) of the total units in the development must be offered for rent to Moderate income households, as defined in California Health and Safety Code 50093. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Moderate Income, Low Income, and Very Low-Income Households, respectively, as

published by the California Department of Housing and Community Development (HCD).

224. Affordable Rent (Very Low- Income Units) - For Very-Low Income Households "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one-twelth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size appropriate to the Affordable Unit for households earning less than equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in Sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

225. Affordable Rent (Low Income Units) - For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

226. Affordable Rent (Moderate Income Units) - For Moderate Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times one hundred and ten percent (110%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to one hundred and twenty percent (120%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations and as defined in health and Safety Code 50053 (b)(5), unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

227. The affordable units must include: One (1) studio unit, seven (7) one- bedroom units, five (5) two-bedroom units, and one one (1) three bedroom unit offered for rent to very low-income households as defined in Health and Safety Code 50105. One (1) studio unit,

seven (7) one-bedroom units, and six (6) two bedroom units offered for rent to low-income households as defined in health and Safety Code 50079.5. One (1) studio unit, seven (7) one-bedroom units, and six (6) two bedroom units offered for rent to moderate income households as defined in Health and Safety Code 50093.

228. Owner and Developer must record affordability covenants approved as to form by the Housing Director prior to submitting their first building permit application. Units shall remain affordable for at least 55 years. The 55 year term shall begin following issuance of a certificate of occupancy for the development. Owner/developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.

229. The Affordable Housing Agreement shall, among other things, specify the number of affordable units by number of bedrooms, level affordability, and standards for qualifying household incomes or other qualifying criteria. The City may collect an annual City monitoring fee, as approved by Council Resolution.

230. The affordable units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.

231. Prior to offering the affordable units for rent, the owner or developer must submit to the Housing Director the proposed location and rental amounts for the affordable units for review and approval and the dates which the units will be offered for rent.

232. Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that a required number of affordable units are being offered at affordable rents and that a management plan, prepared by the Developer or Owner, for operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Owner or Developer shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.

(Signature on next page)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of February, 2025.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 6th day of February, 2025, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, AICP, Secretary

PZ 23-200-01
Appeal of the Community Development Director's Decision to Approve a Development Design Review Permit for The Point Apartments
2801 N. Oxnard Blvd.

Planning Commission

By: Daniel Houck Associate Planner

February 6, 2025

CITY OF OXNARD CALIFORNIA

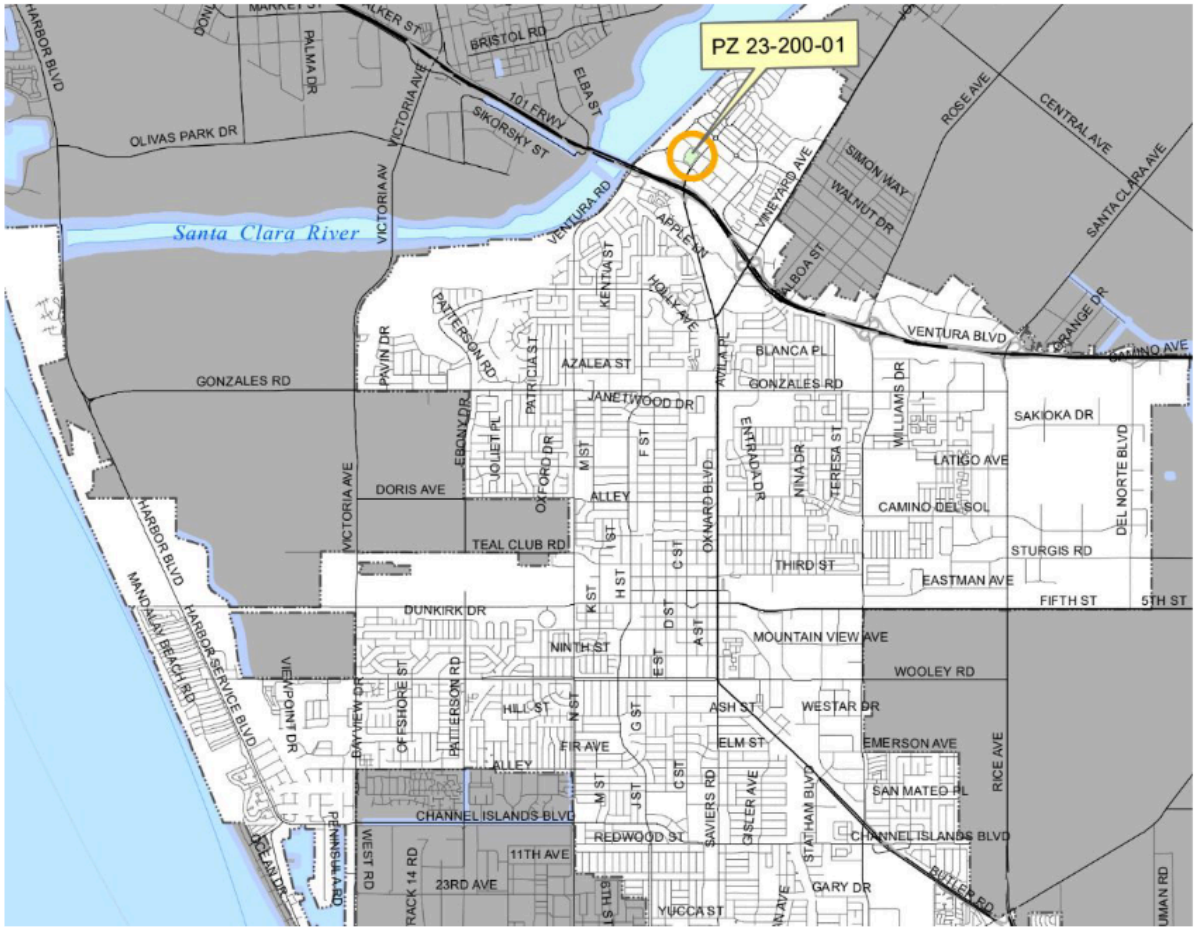
Project Description

- A request to construct a 4 story, 280-unit apartment building on a 4.85-acre site. The proposed building includes:
  - 280 units (17 studio apartments, 143 one-bedroom units, 104 two-bedroom units, and 16 three-bedroom units);
    - including 42 affordable units;
  - Private open space for residents;
  - 5.5-story centrally located parking structure with 490 residential parking spaces); and
  - Hardscape and Landscape improvements.
- Filed by Ann Walsh of Shea Properties

Project Location

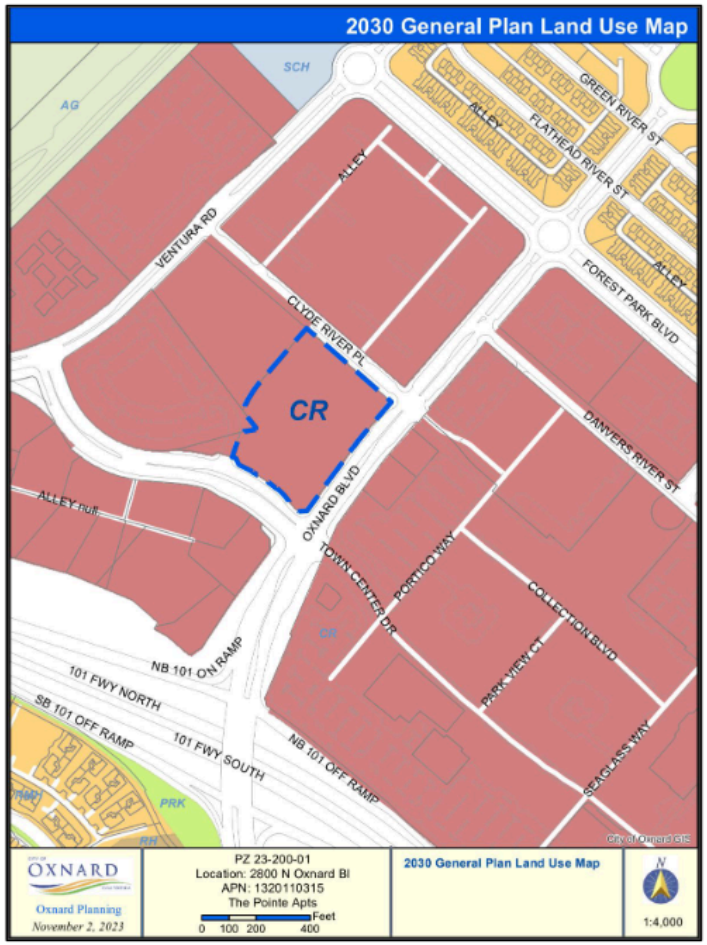
Subject Site: 2801 N. Oxnard Blvd. (APNs: 132-0-110-315)

Located within the RiverPark area



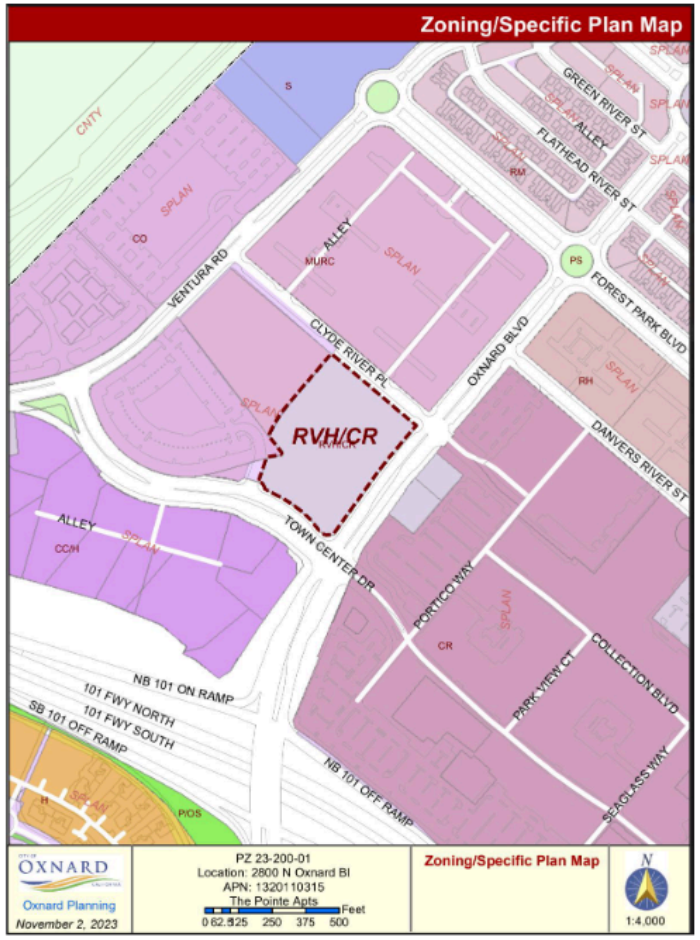
General Plan & Zoning Maps

General Plan Land Use Designation



Commercial Regional (CR)

Zoning Designation



RiverPark Specific Plan (RPSP)/Residential Very High and Commercial Regional

Existing Site

Subject Site: 2801 N. Oxnard Blvd.

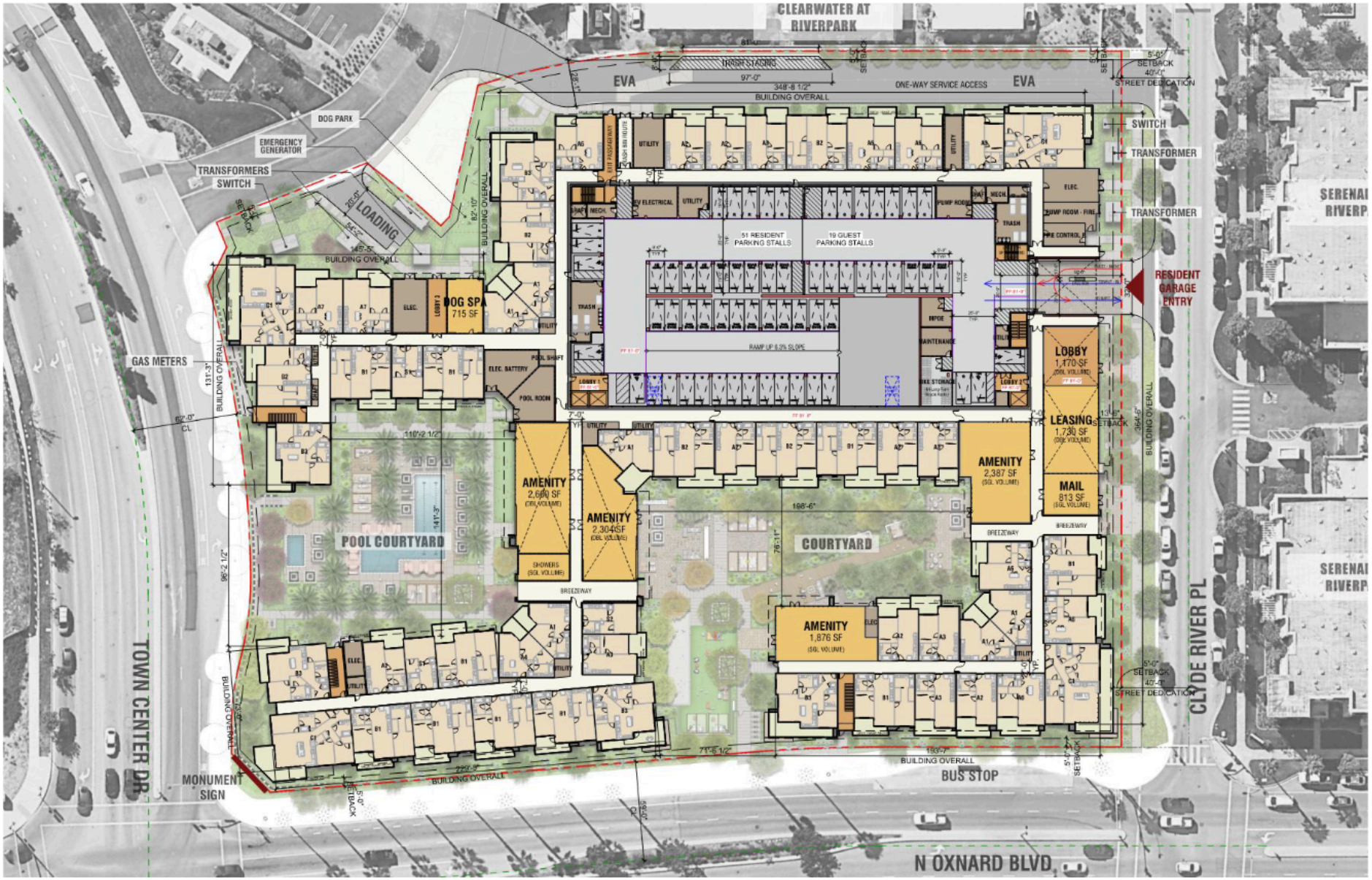
Surrounding Uses:

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site (2801 Oxnard Blvd)	Commercial Regional	The RiverPark Specific Plan (Residential: Very High or Commercial Regional)	Vacant
North	Commercial Regional	The RiverPark Specific Plan: Mixed Use, Residential High, Commercial Office	Residential Apartments
South	Commercial Regional	The RiverPark Specific Plan: Commercial Convention/Hotel	Service Commercial and Oxnard Blvd
East	Commercial Regional	The RiverPark Specific Plan: Commercial Regional	Commercial (The Collection)
West	Commercial Regional	The RiverPark Specific Plan: Commercial Office	Commercial Office and Residential Apartments

Background

- The RiverPark Specific Plan was adopted by the City Council on September 10, 2002:
  - The original plan allowed for the development of 2,805 dwelling units and 2,485,000 square feet of commercial development.
  - Follows the design principles of the New Urbanism and Smart Growth movements.
- Seven previous amendments to the RiverPark Specific Plan have been approved. The most recent was approved on April 5, 2022. The current specific plan would allow for up to 4,068 dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen.
- This expanded District C by 280 Residential units, which would be allotted to this project proposal if approved.
- On May 18th, 2023 this Development Design Review was submitted for the proposed 280 unit apartment building.
- On December 17, 2024, this Development Design Review was approved by the Community Development Director.
- On December 27, 2024, the Appellant filed a timely Appeal application with the City.

Background (Continued)



Background (Continued)

View looking Southwest:



View looking Northwest:



East Elevation:



North Elevation:



Appellant - Grounds of Appeal

- The Appellant gave one Grounds of Appeal as follows:
- "SAFER objects to the City's reliance on an Addendum to the River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR") for the Project. Under the California Environmental Quality Act ("CEQA"), an addendum is not appropriate because the Project is not within the scope of the prior program EIR and there is new information available since the certification of the 2002 RPSP EIR indicating new significant impacts and/or the availability of new mitigation measures. Also, under CEQA Guidelines Section 15183, the Project will have peculiar impacts, cumulative impacts, and offsite impacts not analyzed in the RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project-level to ensure adequate mitigation. Therefore, SAFER requests that the Community Development Director refrain from taking any action on the Project at this time and, instead, direct staff to prepare an initial study for the Project, followed by a project-specific EIR or negative declaration as required by CEQA."

Staff's Response - Grounds of Appeal

Prior Environmental Review

- The Original RiverPark Specific Plan was analyzed through a Environmental Impact Report (EIR No. 00-03).
- Potential environmental impacts associated with the buildout of the RPSP were identified throughout the EIR, along with applicable mitigation measures.
- The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources)
- There have been 15 addendums to the RiverPark EIR. The most recent was approved on April 5, 2022, in association with the recently approved specific plan amendment.
- The parcel was evaluated for a 280 unit residential development.

Staff's Response - Grounds of Appeal

The Appeal lacks merit for the following reasons:

- Appellant never gave a specific reason why the FEIR and addendums are no longer adequate for the project.
- The Appellant did not challenge the CEQA or comment on the project at any point until the project was already approved.
- The existing FEIR and Addendums covered the parcel for a 280 unit residential development.
- There has been new information of substantial importance, no substantial changes to the project, and no significant increase in the severity of potential impacts that would require major revisions to the past FEIR as well as none that would require a project level EIR.

General Plan Consistency

- Urban Village
  - RiverPark is located within the North Oxnard Transit Enhancement District (NOTED)

    Urban Village as defined in the 2030 General Plan.
  - Urban Villages shall be characterized by:
    - Infill and/or development of formerly agricultural land
    - Reinvestment in the existing community
    - Mixture of land uses
    - Mix of residential densities and housing types
    - Providing a minimum of 15 percent affordable housing
    - Location along or near corridors, downtown, and transit nodes
    - Transit, pedestrian, and bicycle circulation given high priority

Specific Plan Development Consistency

Residential Option Development Scenarios		
Scenario	**Additional Residential Units**	**Reduction in Commercial Development**
Districts B, C & D	1,025	-562,457
Districts B & C	613	-336,377
Districts C & D	692	-379,727
Districts B & D	745	-408,810
District B	333	-182,730
District C	280	-153,647
District D	412	-226,080

Project Wide Maximum Allowed Development Under the Residential Development Options		
Residential Options Selected by District	Maximum Number of Residential Units	Maximum square feet of retail, hotel/convention, and office uses
B, C, D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

908

Environmental Review

- The proposed use and development is consistent with the development anticipated under the RPSP, the Project necessitates neither changes nor additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

Public Notice

- Notice of Director hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet of the Project site.

- To date, staff has received one public comment in opposition of the proposed project.

Staff Recommendation

Recommendation: That the Planning Commission:

1. That the Planning Commission find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and

2. Adopt a Resolution denying the Appeal and upholding the Community Development Director's Approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions, because the record shows that there is evidence necessary to make all of the Findings required by Oxnard City Code.

End of Presentation

CITY OF OXNARD CALIFORNIA

REQUEST FOR APPEAL

Community Development Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Development Services Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

After paying the required appeal fee to the Planning Division, submit the original request for appeal and two (2) copies along with verification that the appropriate appeal fee has been paid to the City Clerk's Office. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Supporters Alliance for Environmental Responsibility ("SAFER") (Print name), am requesting an appeal of a decision made by City of Oxnard Planning Commission (State decision making body) that was made on 2/6/2025 (Date) regarding The Pointe Apartments Project (Planning and Zoning Permit No.23-200-01; Development Design Review Permit) (Specify PZ No.).

Check one of the following:

☐ **Appeal of a Decision Rendered on a Wireless Permit**. Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.

☐ **Appeal of a Decision Rendered on a Discretionary Permit - Development Services Director**. Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Development Services Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.

☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission**. Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

The Planning Commission erred in claiming that the project is exempt from further environmental review by incorporating the project within the Final Environmental Impact Report ("FEIR") prepared for the River Park Specific Plan. The approval of the project on these grounds is improper and inconsistent with the California Environmental Quality Act ("CEQA"). Further environmental review pursuant to CEQA must be completed for this specific project to be compliant with CEQA.

X _____ 2/20/2025

Appellant Signature — Date

cc: City Attorney
Director
Project Planner
Applicant

OFFICE USE ONLY	
Date Received:	
Received By:	
Contacted Dept/Division Rep:	

LOZEAU DRURY LLP

T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
richard@lozeaudrury.com

January 31, 2025

VIA EMAIL

Oxnard Planning Commission
Ronald Arruejo, Chair
Vincent Stewart, Vice-Chair
Katherine Connelly, Commissioner
Miguel Lopez, Commissioner
Steve Nash, Commissioner
James Schuelke, Commissioner
Anna Zielsdorf, Commissioner
City of Oxnard
214 South C Street
Oxnard, CA 93030
planning@oxnard.org

Daniel Houck, Associate Planner
Community Development Department
City of Oxnard
214 South C Street
Oxnard, CA 93030
daniel.houck@oxnard.org

Rose Chaparro, City Clerk
City Clerk's Office
City of Oxnard
300 West Third Street
Oxnard, CA 93030
cityclerk@oxnard.org

Re: Comment on The Pointe Apartments (Planning and Zoning Permit No. 23-200-01), 2801 North Oxnard Blvd. (APN: 132-0-110-315) Planning Commission

Dear Chair Arruejo and Honorable Members of the Planning Commission:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") and its members living, working, and recreating in and around the City of Oxnard ("City") regarding the appeal of the Community Development Director's December 17, 2024 decision to adopt Resolution 23-200-01, approving The Pointe Apartments Project (Planning and Zoning Permit No. 23-200-01) ("Project") and finding the Project to be consistent with Final Environmental Impact Report (FEIR No.00-03) and subsequent addenda prepared for the RiverPark Specific Plan. The Community Development Director found that no further environmental review was required under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15162-15164 and 15183. This appeal is scheduled to be heard at the Planning Commission's February 6, 2025 meeting.

SAFER objects to the City's reliance on the almost quarter-century old River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR"), for the Project. Under CEQA, project-level environmental review is required for this Project because it is inconsistent with the RPSP EIR, it is outside

of the scope of the RPSP EIR, there are numerous changed circumstances since the adoption of the RPSP EIR over twenty years ago, there are feasible mitigation measures that were not analyzed or did not exist 24 years ago, the Project has peculiar impacts that were not analyzed in the RPSP EIR, the Project has significant offsite and cumulative impacts that were not analyzed in the RPSP EIR, and the Project exceeds the density analyzed in the RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project-level to ensure adequate mitigation.

This letter has been prepared with the assistance of numerous highly qualified expert consultants, including:

a. Ecologist Dr. Shawn Smallwood, Ph.D, who concludes that the Project will have significant biological impacts on several special status species not analyzed in the RPSP EIR. (Exhibit A).
b. Environmental Chemist, Dr. Paul Rosenfeld, Ph.D., of environmental consulting firm Soil Water Air Protection Enterprise (SWAPE), who concludes that the Project will have significant air quality and greenhouse gas impacts not analyzed in the RPSP EIR. (Exhibit B).
c. Traffic Engineer Thomas Brohard, PE, who concludes that the Project will have significant traffic impacts not analyzed in the RPSP EIR. (Exhibit C).
d. Acoustical Engineer Jack Meighan of acoustical engineering firm, Wilson Ihrig, who concludes that the Project will have noise and vibration impacts not adequately analyzed in the 2002 RPSP EIR. (Exhibit D)

Clearly, the Project is outside of the scope of the quarter-century old 2002 RPSP EIR, is inconsistent with that EIR, and project-level CEQA review is required. SAFER requests that the Planning Commission refrain from taking any action on the Project at this time and, instead, direct staff to prepare an initial study for the Project, followed by a project-specific EIR as required by CEQA.

PROJECT DESCRIPTION

The Project is located at 2801 North Oxnard Blvd, in Oxnard, California. The Applicant, Shea Properties, proposes the construction of a new 4 story apartment building with 280 residential units and a 5.5 story parking structure with 490 residential parking spaces.

The Project area measures 546,524 square feet and is comprised of 341,324 square feet for the apartment building and 205,200 square feet for the parking structure. The Project sits on a 4.85-acre project site. The 280 residential unit apartment building consists of 17 studio apartments, 143 one-bedroom units, 104 two-bedroom units, and 16 three-bedroom units. The project is also conditioned to provide forty-two affordable units.

The City attempts to rely on the RPSP EIR that was drafted in 2001, and certified in 2002 for the River Park Specific Plan area. The RPSP EIR has been subject to 15 addenda, which have resulted in massive changes to the specific plan that was adopted a quarter-century ago. As a result, the RPSP EIR has almost no informational value at this time. The original RPSP allowed for the development of 2,805 dwelling units and 2,485,000 square feet of commercial development. However, over the intervening twenty-four years, the RPSP has been amended 15 times. The current RPSP allows 4,068 dwelling units and 2,098,000 square feet of commercial development. This is an increase of 1,263 residential units, or an increase of 45% above the number of units reviewed in the 2002 RPSP EIR. As a result, the RPSP EIR has almost no informational value and supplemental CEQA review is necessary.

LEGAL STANDARD

A. CEQA Guidelines Section 15162 (CEQA section 21166).[1]

The City relies on CEQA Guidelines § 15162 and 15164 to claim that no CEQA review is required. The court of appeal stated, "The addendum is the other side of the coin from the supplement to an EIR. This section provides an interpretation with a label and an explanation of the kind of document that does not need additional public review." "It must be remembered that an addendum is prepared where '(2) **Only minor technical changes or additions are necessary to make the EIR under consideration adequate under CEQA; and (3) The changes to the EIR made by the addendum do not raise important new issues about the significant effects on the environment.**' ([Guideline] 15164, subd. (a).) *Save Our Heritage Organization v. City of San Diego*, 28 Cal. App. 5th 656, 664–65 (2018) (emphasis added).) Even a 15-foot increase in height for a residential building (increasing height from 75 feet to 90 feet) requires a supplemental EIR, not an addendum. (*Ventura Foothills Neighbors v. Cty. of Ventura*, 232 Cal. App. 4th 429, 434 (2014).) A prior CEQA document may only be used for a later project that is "essentially the same project" as was analyzed in the prior document. (*Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1320; *American Canyon Community v. American Canyon*, 145 Cal.App.4th 1062.) Clearly if a 15-foot increase in height to a building is not a "minor modification" subject to an addendum, then an increase of over 1200 residential units is not a "minor modification" and the use of an addendum is improper.

---

[1] Although the Director's report cites CEQA Guidelines section 15162, 15163 and 15164, the latter two sections are entirely irrelevant. CEQA Guidelines section 15163 applies when an agency prepared a supplement to an EIR. No supplement has been prepared to the RPSP EIR. CEQA Guidelines section 15164 is also irrelevant. That provision applies to situations where the agency has prepared an addendum for a minor modification to a project. While the City has prepared 15 addenda to the RPSP EIR, this time, it has elected NOT to prepare an addendum.

CEQA Guidelines section 15162 states:

> (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
>
> (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
>
> (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
>
> (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
>
> (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
>
> (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
>
> (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
>
> (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As discussed below, CEQA Guidelines section 15162 does not apply to the Project at all because it is a different “project” that is beyond the scope of the specific plan analyzed in the RPSP EIR. Since no CEQA document has been completed for the current “project,” section 15162 does not apply at all. To the extent that the RPSP EIR has any informational value, the court must apply the fair

argument standard to determine if subsequent CEQA review is required since the Project is beyond the scope of the RPSP EIR. (*Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1320; Save Our Access v. City of San Diego, 92 Cal. App. 5th 819 (2023).)

B. CEQA Guidelines Section 15183 (CEQA Section 21083.3)

In regard to a Project relying on its consistency with a previously adopted General Plan and a related EIR, Section 21083.3 provides that:

> (b) If a development project is consistent with the general plan of a local agency and an environmental impact report was certified with respect to that general plan, the application of this division to the approval of that development project shall be limited to ***effects on the environment*** which are peculiar to the parcel or to the project and ***which were not addressed as significant effects*** in the prior environmental impact report, ***or*** which ***substantial new information shows will be more significant*** than described in the prior environmental impact report.

(PRC § 21083.3(b) [emphasis added].) Thus, additional environmental review is not limited only to significant effects but rather any "***effects on the environment*** which are peculiar to the parcel…." (*Id*.) Likewise, the additional CEQA review must address effects "***which were not addressed as significant effects*** in the prior [EIR]." Thus, whether or not Section 21083.3 is applicable is not limited to whether impacts specific to the Project are significant but whether there are environmental effects peculiar to the Project and its site that were not addressed as significant effects in the overall General Plan EIR. Lastly, even for the effects that were found to be significant in the prior General Plan EIR, Section 21083.3 does not apply where there is substantial new information that the impacts associated with the Project will be more significant than previously addressed in the General Plan EIR.

In addition, Section 21083.3 does not apply to an agency's duty under CEQA to analyze potentially significant offsite impacts and cumulative impacts of a project not discussed in the prior general or community plan EIR:

> (c) ***Nothing in this section affects any requirement to analyze potentially significant offsite impacts and cumulative impacts of the project not discussed in the prior environmental impact report with respect to the general plan***. However, all public agencies with authority to mitigate the significant effects shall undertake or require the undertaking of any feasible mitigation measures specified in the prior environmental impact report relevant to a significant effect which the project will have on the environment or, if not, then the provisions of this section shall have no application

> to that effect. The lead agency shall make a finding, at a public hearing, as to whether those mitigation measures will be undertaken.

(PRC § 21083.3(c) [emphasis added]; CEB, §10.35.) Thus, although relevant mitigation measures identified in the General Plan or community plan EIR may render an off-site or cumulative impact of a project less than significant, the lead agency would still need to evaluate those impacts in a mitigated negative declaration.

These criteria for the "additional environmental review" that must be conducted pursuant to CEQA even where a project is consistent with the allowed development densities in a general plan are carried forth in CEQA Guideline § 15183, which states:

> In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:
>
> (1) Are peculiar to the project or the parcel on which the project would be located,
> (2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent,
> (3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, ***or***
> (4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

(14 Cal. Admin. Code § 15183(b) [emphasis added].) Section 15183(c) rephrases these limits to identify when an additional EIR to a General Plan or community plan EIR is not necessary, providing that:

> (c) If an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by subdivision (e) below, then an additional EIR need not be prepared for the project solely on the basis of that impact.

(14 Cal. Admin. Code § 15183(c).) Notably, this provision does not excuse an agency from preparing a negative declaration where such impacts are mitigated to

less than significance. “Under various limits on the applicability of Pub Res C §21083.3, one or more of which may apply, ***some aspects of a later project may be exempt from CEQA while other aspects of the project may require some level of CEQA review***.” (CEB, §10.35 [emphasis added].)

Whether or not Section 21083.3 applies to a particular project’s environmental review is subject to a fair argument standard of review. (*See Wal-Mart Stores, Inc. v. City of Turlock* (2006) 138 Cal.App.4th 273, 287–88, *disapproved of on other grounds by Hernandez v. City of Hanford* (2007) 41 Cal.4th 279 [assuming, without deciding, that the fair argument applied to reviewing applicability of section 21083.3]; See also *Gentry v. City of Murrieta,* 36 Cal.App.4th (1995) 1359, 1373, 1406, fn. 24 [suggesting fair argument standard applies to determination under § 21083.3 that activity is covered by prior EIR].) In *Hilltop Group v. Co. of San Diego* (2024) 99 Cal.App.5th 890 (“*Hilltop*”), the Court held that the substantial evidence standard applies under Guidelines section 15183 when determining whether adverse significant impacts were previously analyzed in a related community plan or zoning action:

> [T]he substantial evidence standard governs our review of a CEQA exemption, including that of Guidelines section 15183. Contrary to the County’s argument, the eligibility of a project for the exemption in Guidelines section 15183 does not *solely* depend on whether a project will have significant environmental effects. Rather, it also “***requires an agency to examine whether a project’s environmental effects were analyzed as significant impacts in a prior EIR on a general plan or zoning action with which the project is consistent*** ....” [Citation.] To analyze such an issue, the “‘[f]air argument is not the proper standard of review. Substantial evidence is the proper standard where ... an agency determines that a project consistent with a prior program EIR presents no significant, unstudied adverse effect….’” [Citations.]

(*Hilltop,* 99 Cal.App.5th at 910–11 [emph. added], [citing *Lucas v. Pomona* [(2023) 92 Cal.App.5th 508, 538].) *Hilltop* leaves open the question of whether the fair argument standard applies to “peculiar” impacts. (*Hilltop*, 99 Cal.App.5th at 911–12.) The *Hilltop* court found that there was no substantial evidence of any peculiar impacts at all. (*Id*.) Therefore, the challenge would have failed under either the fair argument or substantial evidence standard. Any suggestion that the court applied the substantial evidence standard is dicta. *Hilltop* could not and did not reverse 30 years of case law based on dicta. Whether Section 21083.3 applies to a particular project’s environmental review is subject to the fair argument standard of review. (*Wal-Mart Stores v. City of Turlock* (2006) 138 Cal.App.4th 273, 288,; *see also Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1373, 1406, fn. 24.)

The plain language of Section 15183 indicates that the fair argument standard

applies. Section 15183 "does not affect any requirement to analyze ***potentially significant*** offsite or cumulative impacts if those impacts were not adequately discussed in the prior EIR." (14 CCR 15183(j); PRC § 21083.3(c) [emph. added].) The use of the term "potentially significant" impact triggers application of the fair argument standard. (*Berkeley Hillside Pres. v. City of Berkeley* (2015) 60 Cal.4th 1086, 1115; *No Oil v. City of Los Angeles* (1975) 13 Cal. 3d 68, 85 [fair argument standard applies when a project "[a]rguably will have an adverse environmental impact."].) Neither *Hilltop* nor *Lucas* addressed that question. Here, the Project is not adequately covered by the RPSP EIR if the record contains "a fair argument regarding the existence of a reasonably foreseeable project-specific significant change in the environment that is peculiar to the [Project] or its site." (*Wal-Mart Stores*, 138 Cal.App.4th 273 at 288 [citing 14 CCR § 15183(a)].)

Furthermore, the fair argument standard applies to the City's review of any issues or effects the analysis of which are excluded from Section 21083.3. Under the "fair argument" standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency's decision. (CEQA Guidelines § 15064(f)(1); *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 931; *Stanislaus Audubon v. Stanislaus* (1995) 33 Cal.App.4th 144, 150-151 (1995); *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal. App. 4th 1597, 1602.) The "fair argument" standard creates a "low threshold" favoring environmental review through an EIR rather than through issuance of negative declarations. (*Pocket Protectors*, 124 Cal.App.4th at 928.) As a matter of law, "substantial evidence includes . . . expert opinion." (PRC § 21080(e)(1); CEQA Guidelines § 15064(f)(5).) CEQA Guidelines demand that where experts have presented conflicting evidence on the extent of the environmental effects of a project, the agency must consider the environmental effects to be significant and prepare an EIR. (CEQA Guidelines § 15064(f)(5); PRC § 21080(e)(1); *Pocket Protectors*, 124 Cal.App. 4th at 935.) "Significant environmental effect" is defined very broadly as "a substantial or potentially substantial adverse change in the environment." (PRC § 21068; see also Guidelines 15382.) An effect on the environment need not be "momentous" to meet the CEQA test for significance; it is enough that the impacts are "not trivial." (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68, 83.) "[N]either the lead agency nor a court may 'weigh' conflicting substantial evidence to determine whether an EIR must be prepared in the first instance." *(Pocket Protectors*, 124 Cal.App.4th at 935.) Where a disagreement arises regarding the validity of a negative declaration, the courts require an EIR. As the *Pocket Protectors* court explained, "It is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project." (*Id*.)

DISCUSSION

A. Section 15162 and 15183 Do Not Apply Because the Project is Outside the Scope of the RPSP EIR.

1. Section 15162 Does not Apply.

Section 15162 applies when a project has already been subject to environmental review. It does not apply when a project is outside the scope of the prior EIR. (*Save Our Access v. City of San Diego* (2023) 92 Cal.App.5th 819, 859-60].) Under Section 15168, "If the subsequent project is not consistent with the program or plan, it is treated as a new project and must be fully analyzed in a project—or another tiered EIR if it may have a significant effect on the environment." (*Friends of College of San Mateo Gardens v. San Mateo Co. Comm. Coll. Dist.* (2016) 1 Cal.5th 937, 960; *Save Our Access*, 92 Cal.App.5th at 845.) In *Save Our Access*, the court held that supplemental CEQA review was required when a city allowed building heights to exceed 30-feet in the Coastal Zone, but the program EIR for the Local Coastal Plan assumed that buildings would not exceed 30-feet in height. (*Save Our Access*, 92 Cal.App.5th at 845, 859-61.)

In this case, the RPSP EIR analyzed the development of 2,805 dwelling units and 2,485,000 square feet of commercial development. However, over the intervening twenty-four years, the RPSP has been amended 15 times. The current RPSP allows 4,068 dwelling units and 2,098,000 square feet of commercial development. This is an increase of 1,263 residential units, or an increase of 45% above the number of units reviewed in the 2002 RPSP EIR. As a result, the RPSP EIR has almost no informational value. Since the Project is outside the scope of the project analyzed in the RPSP, the fair argument standard applies to the question of whether a subsequent EIR is required. prior document. (*Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1320.)

Furthermore, under Section 15162, the project must be consistent with the project that was analyzed in a prior EIR. Section 15162 does not mention addenda at all. Therefore, the relevant question is not whether the current project is consistent with one of the 15 addenda prepared for the RPSP project, since no EIR was prepared for those project modifications. The question is whether the Project is consistent with the RPSP and its EIR certified in 2002. It clearly is not.

2. Section 15183 Does not Apply.

The first sentence of Section 15183 states,

(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan

> policies for which an EIR was certified shall not require additional environmental review.

The Project under consideration is clearly not consistent with the development density established in the RPSP plan for which an EIR was certified. That plan allowed the construction of only 2,805 dwelling units. The current project allows 4,068 dwelling units. The "density" is over 40% higher than the density analyzed in the RPSP EIR. Therefore, Section 15183 does not apply at all.

As with Section 15162, Section 15183 requires analysis of the plan for which an EIR was prepared. It nowhere mentions addenda. As such, under the plain language of the regulation, the 15 addenda are entirely irrelevant to the application of Section 15183.

B. The Project Will Have Significant Biological Impacts Not Analyzed in the RPSP EIR, Requiring Subsequent CEQA Review.

Attached hereto as Exhibit A are the comments of wildlife ecologist, Dr. Shawn Smallwood, Ph.D. Dr. Smallwood concludes that the Project will have very significant impacts on several special status species, many of which were not even mentioned in the RPSP EIR. Subsequent CEQA review is required to analyze and mitigate impacts to these species. The Project site is located near the shores of the Santa Clara River, creating a valuable riparian habitat.

Dr. Smallwood's associate, wildlife biologist, Noriko Smallwood, M.S., conducted an in-person site inspection on January 5, 2024. Ms. Smallwood identified at least five special status species during her site visit, including red-tailed hawk (Photo 4), western gull and double-crested cormorant (Photos 5 and 6), Allen's hummingbird and Cooper's hawk (Photos 7 and 8). (Ex. A, p.3, 10). Dr. Smallwood predicts that 20 special status species inhabit the Project site, but were not detected in Ms. Smallwood's site visit due to seasonal variability. (Ex. A, p. 12).

The City is relying on a biological report prepared 24-years ago in January 2001. (Ex. A, p. 13). The 2002 report detected 15 species of vertebrate wildlife, whereas 24 years later Noriko detected 39 species of vertebrate wildlife. (Ex. A., p.14). Dr. Smallwood conducted a comparison using the Sorenson Index of similarity, which shows that the 24-year old biological report has almost no relevance to the conditions existing on the site today, and is woefully outdated. (Id.). Even if the species identified by Ms. Smallwood did not exist at the site in 2001, they clearly are present today.

Dr. Smallwood concludes that the Project will adversely affect these species by direct destruction of habitat, causing bird-window collisions, traffic fatalities, and fragmentation of habitat. Dr. Smallwood proposes numerous feasible mitigation measures, such as the use of bird-safe glass, pre-construction bird surveys,

construction monitoring by biologists and compensatory mitigation. None of these measures were analyzed in the RPSP EIR since the species at issue were not even identified at that time, and many of the mitigation measures were unknown 24-years ago.

Under Section 15162, a subsequent EIR is required to analyze the biological impacts identified by Dr. Smallwood because:

1. "Substantial changes" have been made to the Project, including the addition of 1200 dwelling units, which will result in more traffic, more glazing and other impacts that will adversely affect wildlife. (Section 15162(a)(1).)
2. The Project will have "one or more significant effect not discussed in the previous EIR." To wit, the RPSP EIR did not even mention the species identified by Dr. Smallwood or the Project's impacts on these species. (Section 15162(a)(3)(A).)
3. "Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative." (Section 15162(a)(3)(D).) In particular, many of the measures proposed by Dr. Smallwood, such as bird-safe window treatments, pre-construction monitoring, and ongoing construction monitoring did not exist in 2002 when the RPSP was certified.

Under Section 15183, further CEQA review is required to analyze the impacts identified by Dr. Smallwood because:

1. The Project will have peculiar impacts to special status species that were not analyzed in the RPSP EIR. (Section 15183(b)(1).)
2. The Project will have significant effects to special status species that were not analyzed in the RPSP EIR. (Section 15183(b)(2).)
3. The Project will have significant offsite and cumulative impacts to special status species that were not analyzed in the RPSP EIR. (Section 15183(b)(3).)
4. The Project will have significant effects to special status species more severe than previously known due to substantial new information. (Section 15183(b)(4).)

Therefore, a subsequent EIR is required to analyze and mitigate the Project's significant impacts to special status species.

C. The Project Will have Significant Air Quality Impacts Not Analyzed in the RPSP EIR, Requiring Subsequent CEQA Review.

Dr. Paul Rosenfeld, Ph.D. and Matthew Hagemann, PG, C. Hg. of the environmental consulting firm, Soil Water Air Protection Enterprise ("SWAPE") have submitted comments showing that the Project will have significant air quality and greenhouse has impacts not analyzed in the RPSP EIR. (Exhibit B ("Dr. Rosenfeld")).

Dr. Rosenfeld notes that Addendum No. 15, adopted in December 2021, admitted that the proposed Project would result in emissions that exceed the Ventura County Air Pollution Control District ("VCAPCD") significance criteria for daily and annual reactive organic compounds ("ROC") and nitrogen oxides ("NOx") emissions (see excerpt below). (Ex. B, p. 1, citing Addendum 15, p. 3.0-22, Table 9). In particular, the Project will have ROC emissions of 329 pounds per day ("ppd"), vastly in excess of the VCAPCD threshold of 25 ppd. The Project will have NOx emissions of 198 ppd, vastly exceeding the VCAPCD threshold of 25 ppd. (Ex. B., p. 2). Therefore, the Project will have significant ROC and NOx impacts that must be analyzed and mitigated in a subsequent EIR. Dr. Rosenfeld points out the that RPSP EIR did not analyze greenhouse gas impacts at all.

Dr. Rosenfeld proposes numerous mitigation measures to reduce the Project's significant ROC, NOx and GHG impacts. Many of these measures, such as Tier 4 construction equipment, did not even exist in 2002, when the RPSP EIR was certified (Tier 4 construction equipment became available in 2015). Other measures, such as solar photovoltaic panels and carbon offsets, were far less economically feasible in 2021 than they are today.

Under Section 15162, a subsequent EIR is required to analyze the air quality impacts identified by Dr. Rosenfeld because:

1. "Substantial changes" have been made to the Project, including the addition of 1200 dwelling units, which will result in more traffic, more population growth and other impacts that will increase air quality impacts. (Section 15162(a)(1).)
2. The Project will have "one or more significant effects not discussed in the previous EIR." To wit, the RPSP EIR did not even mention greenhouse gases. (Section 15162(a)(3)(A).)
3. "Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative." (Section 15162(a)(3)(D).) In particular, many of the measures proposed by Dr.

Rosenfeld, such as Tier 4 construction equipment, did not exist in 2002 when the RPSP was certified.

Under Section 15183, further CEQA review is required to analyze the impacts identified by Dr. Rosenfeld because:

1. The Project will have peculiar impacts to air quality and greenhouse gases that were not analyzed in the RPSP EIR. (Section 15183(b)(1).)
2. The Project will have significant effects to air quality and greenhouse gases that were not analyzed in the RPSP EIR. (Section 15183(b)(2).)
3. The Project will have significant offsite and cumulative impacts to air quality and greenhouse gases that were not analyzed in the RPSP EIR. (Section 15183(b)(3).)
4. The Project will have significant effects to air quality and greenhouse gases more severe than previously known due to substantial new information. (Section 15183(b)(4).)

Therefore, a subsequent EIR is required to analyze and mitigate the Project's significant impacts to air quality and greenhouse gases.

D. The Project Will Have Significant Traffic Impacts Not Analyzed in the RPSP EIR, Requiring Subsequent CEQA Review.

Traffic Engineer Thomas Brohard, PE, has reviewed the Project and the RPSP EIR. He concludes that the Project will have significant traffic impacts not analyzed in the RPSP EIR. (Exhibit C). Mr. Brohard concludes that numerous changes have been made to the Project since the adoption of the RPSP EIR in 2002.

While the Director's Report states that mitigation measures from the RPSP EIR and its subsequent addenda have been included as conditions of approval, this is not true. Mr. Brohard states, "To the contrary, none of the conditions of approval or the mitigation measures are identified in the December 17, 2024 Directors Report for The Pointe Apartments Project." (Ex. C., p. 2) Clearly, the City cannot rely on the RPSP EIR and its addenda if it does not even incorporate the mitigation measures required by those documents.

Mr. Brohard notes that the specific plan has been significantly modified since the adoption of the RPSP by 15 separate amendments. (Ex. C, p. 2). Mr. Brohard notes that there have been major changes to traffic analysis since the adoption of the RPSP EIR in 2002. Most notably, CEQA now requires that traffic must be analyzed using vehicle miles traveled (VMT), whereas in the past, level of service (LOS) was used. (Ex. C. p. 3). In Oxnard, the City uses both VMT and LOS. However, the RPSP EIR did not analyze VMT, and no VMT analysis has been conducted for the Project. (Id.)

Mr. Brohard concludes that the Project will have significant impacts under the required VMT analysis. (Ex. C., p. 4). Mr. Brohard concludes that the traffic analysis done for the RPSP EIR, which was based on traffic studies conducted in 2000, has no informational value, even under the LOS methodology, because traffic volumes from the year 2000 "do not reflect current traffic volumes." (Ex. C., p. 4).

A supplemental EIR is required to analyze and mitigate the Project's traffic impacts. Reliance on the quarter-century old traffic analysis from the RPSP EIR has no informational value. Under Section 15162, a subsequent EIR is required to analyze the traffic impacts identified by Mr. Brohard because:

1. "Substantial changes" have been made to the Project, including the addition of 1200 dwelling units, which will result in more traffic, more population growth and other impacts that will adversely affect traffic. (Section 15162(a)(1).)
2. The Project will have "one or more significant effects not discussed in the previous EIR." To wit, the RPSP EIR did not analyze traffic levels that exist today, and did not use the required VMT analysis. (Section 15162(a)(3)(A).)

Under Section 15183, further CEQA review is required to analyze the impacts identified by Mr. Brohard because:

1. The Project will have peculiar impacts related to traffic that were not analyzed in the RPSP EIR. (Section 15183(b)(1).)
2. The Project will have significant effects related to traffic that were not analyzed in the RPSP EIR. (Section 15183(b)(2).)
3. The Project will have significant cumulative and offsite traffic impacts that were not analyzed in the RPSP EIR. (Section 15183(b)(3).)
4. The Project will have significant traffic impacts more severe than previously known due to substantial new information. (Section 15183(b)(4).)

Therefore, a subsequent EIR is required to analyze and mitigate the Project's significant traffic impacts.

E. The Project Will Have Significant Noise and Vibration Impacts Not Analyzed in the RPSP EIR, Requiring Subsequent CEQA Review.

Jack Meighan of the acoustical engineering firm, Wilson Ihrig, has submitted comments concluding that the Project will have significant noise and vibration impacts not analyzed in the RPSP EIR. (Exhibit D). Mr. Meighan points out the under Section 15183, the proposed Project must be consistent with the development

density analyzed in the specific plan EIR. (Ex. D, p. 2). As discussed above, the proposed Project involves much higher density than analyzed in the RPSP EIR, and Section 15183 therefore does not apply at all.

Mr. Meighan concludes that the Project will have potentially significant construction noise impacts. He calculates that construction noise will range from 77 to 88 decibels (dBA) at nearby sensitive receptors. (Ex. D., p. 4). This exceeds the applicable noise threshold of 75 dBA. (Id. at p.5). Mr. Meighan also concludes that the Project may have significant operational noise impacts. Nighttime noise is calculated at 47 and 49 dBA at nearby sensitive receptors, exceeding the nighttime noise threshold of 45 dBA. (Ex. D at p. 6). Finally, the Project will have significant vibration impacts. Mr. Meighan calculates that pile driving for the Project will have vibration impacts at nearby sensitive receptors more than double the applicable significance threshold. (Ex. D. at p. 7).

Mr. Meighan points out that the RPSP EIR did not adequately address noise impacts. On page 4.9.13, the DEIR states "it is reasonable to infer that construction activities adjacent to sensitive receptors would exceed the thresholds for construction noise and result in a significant impact." The DEIR then lists noise Mitigation Measures 1 through 7 for construction noise [page 4.9-22]. These are best practices for construction and design guidelines. None of these Mitigation Measures is guaranteed to reduce construction noise below applicable project thresholds. (Ex. D., p. 2-3).

Section 15183 states that it only applies to impacts that were "adequately addressed in the prior EIR." (14 CCR § 15183(j).) In the case of *Communities for a Better Env't*, 103 Cal.App.4th at 122-125, the court held that when a "first tier" EIR admits a significant, unavoidable environmental impact, then the agency must prepare second tier EIRs for later projects to ensure that those unmitigated impacts are "mitigated or avoided." (*Id*. [citing 14 CCR § 15152(f)].) Section 15152, uses the same "adequately addressed" term as Section 15183. The court reasoned that the unmitigated impacts were not "adequately addressed" in the first tier EIR since they were not "mitigated or avoided." (*Id*.) A second tier EIR is required, even if the impact still cannot be fully mitigated and a statement of overriding considerations will be required. The court explained, "The requirement of a statement of overriding considerations is central to CEQA's role as a public accountability statute; it requires public officials, in approving environmentally detrimental projects, to justify their decisions based on counterbalancing social, economic or other benefits, and to point to substantial evidence in support." (*Id*. at 124-125.) The recent *Hilltop* case stated,

> Although section 21083.3 is not technically a tiering provision, but rather a CEQA "exemption," it functions as a streamlining procedure intended to "reduce[ ] the need to prepare repetitive environmental studies." (Guidelines, § 15183, subd. (a).) Thus, ***[t]he results of section 21083.3***

are much like those of tiering.

(*Hilltop*, 99 Cal.App.5th at 912.) *Hilltop* makes clear that tiering caselaw, such as *Communities for a Better Env't*, applies to Section 21083.3 and 15183. Thus, under *Communities for a Better Env't*, supplemental CEQA review should be required for the impacts that were significant and unmitigated in the RPSP EIR.

Under Section 15162, a subsequent EIR is required to analyze the noise impacts identified by Mr. Meighan because:

1. "Substantial changes" have been made to the Project, including the addition of 1200 dwelling units, which will result in more noise. (Section 15162(a)(1).)
2. The Project will have "one or more significant effects not discussed in the previous EIR." To wit, the RPSP EIR did not adequately analyze noise impacts. (Section 15162(a)(3)(A).)

Under Section 15183, further CEQA review is required to analyze the impacts identified by Mr. Meighan because:

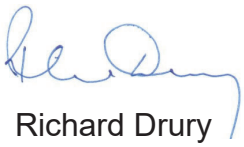
1. The Project will have peculiar impacts related to noise that were not analyzed in the RPSP EIR. (Section 15183(b)(1).)
2. The Project will have significant effects related to noise that were not analyzed in the RPSP EIR. (Section 15183(b)(2).)
3. The Project will have significant cumulative and offsite noise impacts that were not analyzed in the RPSP EIR. (Section 15183(b)(3).)
4. The Project will have significant noise impacts more severe than previously known due to substantial new information. (Section 15183(b)(4).)

Therefore, a subsequent EIR is required to analyze and mitigate the Project's significant noise impacts.

CONCLUSION

For the foregoing reasons, a supplemental EIR is required to analyze the Project's significant biological, air quality, traffic and noise impacts. None of these impacts were adequately analyzed in the RPSP EIR that was based on studies conducted a quarter-century ago. The RPSP EIR has little or no informational value given changed circumstances that have occurred in the intervening two decades.

Sincerely,



Richard Drury
Lozeau Drury LLP

EXHIBIT A

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Jeff Pengilley, Community Development Director
214 South C Street
Oxnard, California 93030

25 January 2025

RE: The Pointe Apartments CEQA Exemption

Dear Mr. Martin,

I write to comment on potential impacts to biological resources from the proposed Pointe Apartments project, which I understand would add a 546,524 square-foot building comprised of a 4-story building with 280 residential units and a 5.5-story parking structure on 4.85 acres on N Oxnard Blvd and Town Center Dr in Oxnard, California. In support of my comments, I reviewed a 17 December 2024 Staff Report to the Community Development Director. Because the City claims the project is exempt from further review pursuant to the CEQA under Public Resources Code section 21166, I also reviewed the RiverPark Environmental Impact Report (EIR) that was certified by the City of Oxnard in 2002. I am concerned that the proposed exemption to further CEQA review is inappropriate for the Pointe Apartments due to important new information that could not have been known at the time of the EIR, and due to changed circumstances since 2002 (and since 2001 when the EIR's reconnaissance surveys were conducted for plants and wildlife).

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I also worked as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, wildlife interactions with the anthrosphere, and conservation of rare and endangered species. I authored many papers on these and other topics. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and Raptor Research Foundation, and I've lectured part-time at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-seven years. My CV is attached.

SITE VISIT

On my behalf, Noriko Smallwood, a wildlife biologist with a Master's Degree from California State University Los Angeles, visited the site of the proposed project for 3.53 hours from 07:00 to 10:32 hours on 5 January 2025. She walked the site's perimeter where accessible, stopping to scan for wildlife with use of binoculars. Noriko recorded all species of vertebrate wildlife she detected, including those whose members flew over

the site or were seen nearby, off the site. Animals of uncertain species identity were either omitted or, if possible, recorded to the Genus or higher taxonomic level. Conditions were sunny with 3 MPH northeast wind and temperatures of 47-65° F. The site contains mostly annual grassland and ornamental shrubs and trees with a gravel lot in the southwest corner. (Photos 1, 2, and 3).



Photos 1–3. *Views of the project site, 5 January 2025. Photos by Noriko Smallwood.*

Noriko saw red-tailed hawk (Photo 4), western gull and double-crested cormorant (Photos 5 and 6), Allen's hummingbird and Cooper's hawk (Photos 7 and 8), white-crowned sparrow (Photos 9 and 10), western meadowlark and dark-eyed junco (Photos 11 and 12), lesser goldfinch (Photos 13 and 14), cedar waxwing and yellow-rumped warbler (Photos 15 and 16), Cassin's kingbird and house finch (Photos 17 and 18), black phoebe and Say's phoebe (Photos 19 and 20), European starling and Brewer's blackbird (Photos 21 and 22), common raven and American crow (Photos 23 and 24), cliff swallow and bushtit (Photos 25 and 26), eastern fox squirrel (Photo 27), among the other species listed in Table 1. Noriko detected 30 species of vertebrate wildlife at or adjacent to the project site, including five species with special status (Table 1).

Noriko Smallwood certifies that the foregoing and following survey results are true and accurately reported.

Noriko Smallwood



Photo 4. *Red-tailed hawk perched right next to the project site, 5 January 2025. Photo by Noriko Smallwood.*



Photos 5 and 6. *Western gull (left), and double-crested cormorant (right) flying over the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 7 and 8. *Allen's hummingbird (left), and Cooper's hawk (right) just off of the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 9 and 10. *White-crowned sparrow on the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 11 and 12. *Western meadowlark (left), and dark-eyed junco (right) on the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 13 and 14. *Lesser goldfinches on the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 15 and 16. *Cedar waxing (left), and yellow-rumped warbler (right) on the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 17, 18, 19, and 20. *Cassin's kingbird (top), house finch (top right), black phoebe (bottom left), and Say's phoebe (bottom right) on the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 21 and 22. *Flock of European starlings on the project site (left), and Brewer's blackbirds just off of the project site (right), 5 January 2025. Photos by Noriko Smallwood.*



Photos 23 and 24. *Common raven (left), and American crow (right) flying over the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photos 25 and 26. *Cliff swallow nests (left), and bushtits (right) just off of the project site, 5 January 2025. Photos by Noriko Smallwood.*



Photo 27. *Eastern fox squirrel on the project site, 5 January 2025. Photo by Noriko Smallwood.*

Table 1. *Species of wildlife Noriko observed during 3.53 hours of survey on 5 January 2025.*

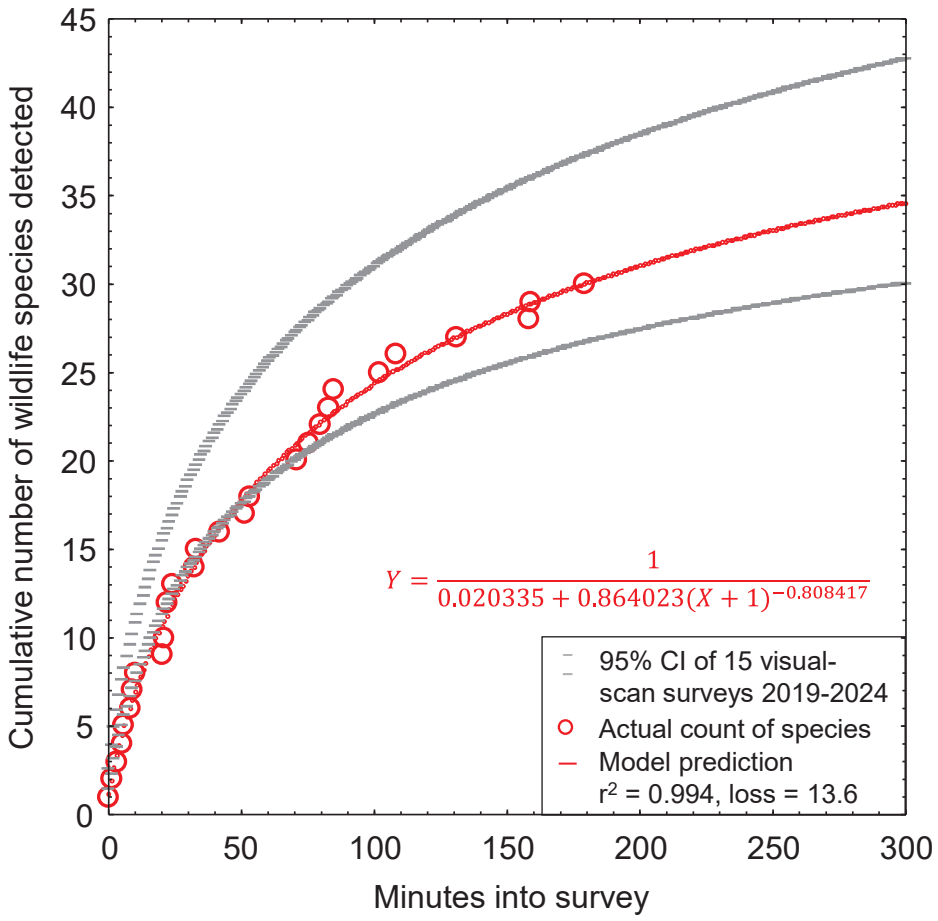
Common name	***Species name***	**Status[1]**	**Notes**
Eurasian collared-dove	*Streptopelia decaocto*	Non-native	Flew over
Anna's hummingbird	*Calypte anna*		
Allen's hummingbird	*Selasphorus sasin*	BCC	
Western gull	*Larus occidentalis*	BCC	Flew over; perched nearby
Double-crested cormorant	*Nannopterum auritum*	WL	Flew over
Cooper's hawk	*Accipiter cooperii*	WL, BOP	Just off site
Red-tailed hawk	*Buteo jamaicensis*	BOP	Just off site
Cassin's kingbird	*Tyrannus vociferans*		Foraged
Black phoebe	*Sayornis nigricans*		Foraged
Say's phoebe	*Sayornis saya*		Foraged
American crow	*Corvus brachyrhynchos*		
Common raven	*Corvus corax*		
Cliff swallow	*Petrochelidon pyrrhonota*		Flew over; nest structures just off site
Bushtit	*Psaltriparus minimus*		Just off site
Cedar waxwing	*Bombycilla cedrorum*		
Bewick's wren	*Thryomanes bewickii*		Just off site
European starling	*Sturnus vulgaris*	Non-native	Flock flew over
House sparrow	*Passer domesticus*	Non-native	
House finch	*Haemorphous mexicanus*		Foraged
Lesser goldfinch	*Spinus psaltria*		Foraged
Dark-eyed junco	*Junco hyemalis*		Foraged
White-crowned sparrow	*Zonotrichia leucophrys*		Foraged
Song sparrow	*Melospiza melodia*		Just off site
California towhee	*Melozone crissalis*		Just off site
Western meadowlark	*Sturnella neglecta*		Flock foraged
Brewer's blackbird	*Euphagus cyanocephalus*		Flock just off site
Orange-crowned warbler	*Oreothlypis celata*		Just off site
Yellow-rumped warbler	*Setophaga coronata*		Foraged
Eastern fox squirrel	*Sciurus niger*	Non-native	
Botta's pocket gopher	*Thomomys bottae*		Burrows

[1] Listed as BCC = U.S. Fish and Wildlife Service Bird of Conservation Concern, WL = Taxa to Watch List (Shuford and Gardali 2008), and BOP = Birds of Prey (California Fish and Game Code 3503.5).

The species of wildlife Noriko detected at the project site comprised only a sampling of the species that were present during her survey. To demonstrate this, I fit a nonlinear regression model to Noriko's cumulative number of vertebrate species detected with time into her survey to predict the number of species that she would have detected with a longer survey or perhaps with additional biologists available to assist her. The model is a logistic growth model which reaches an asymptote that corresponds with the maximum number of vertebrate wildlife species that could have been detected during

the survey. In this case, the model predicts 49 species of vertebrate wildlife were available to be detected on the morning of the 10th, which left 19 species undetected during her survey (Figure 1).

Figure 1. *Actual and predicted relationships between the number of vertebrate wildlife species detected and the elapsed survey time based on Noriko's visual-scan survey on 5 January 2025.*



Unknown are the identities of those 19 species Noriko likely missed, but the pattern in her data indicates a species richness on the project site that is typical of 15 other sites that she and I have surveyed in the region. Importantly, however, the species that Noriko did and did not detect on 5 January composed only a fraction of the species that would occur at the project site over the period of a year or longer. This is because many species are seasonal in their occurrence.

At least a year's worth of surveys would be needed to more accurately report the number of vertebrate species that occur at the project site, but I only have Noriko's one survey. However, by use of an analytical bridge, a modeling effort applied to a large, robust data set from a research site can predict the number of vertebrate wildlife species that likely make use of the site over the longer term. As part of my research, I completed a much larger survey effort across 167 km² of annual grasslands of the Altamont Pass Wind Resource Area, where from 2015 through 2019 I performed 721 1-hour visual-scan surveys, or 721 hours of surveys, at 46 stations. I used binoculars and otherwise the methods were the same as the methods I and other consulting biologists use for surveys at proposed project sites. At each of the 46 survey stations, I tallied new species detected

with each sequential survey at that station, and then related the cumulative species detected to the hours (number of surveys, as each survey lasted 1 hour) used to accumulate my counts of species detected. I used combined quadratic and simplex methods of estimation in Statistica to estimate least-squares, best-fit nonlinear models of the number of cumulative species detected regressed on hours of survey (number of surveys) at the station: $\hat{R} = \frac{1}{1/a + b \times (Hours)^c}$, where $\hat{R}$ represented cumulative species richness detected. The coefficients of determination, r^2, of the models ranged 0.88 to 1.00, with a mean of 0.97 (95% CI: 0.96, 0.98); or in other words, the models were excellent fits to the data.

I projected the predictions of each model to thousands of hours to find predicted asymptotes of wildlife species richness. The mean model-predicted asymptote of species richness was 57 after 11,857 hours of visual-scan surveys among the 46 stations of my research site. I also averaged model predictions of species richness at each incremental increase of number of surveys, i.e., number of hours (Figure 2). On average I would have detected 14 species over my first 3.53 hours of surveys at my research site in the Altamont Pass (3.53 hours to match the 3.53 hours Noriko surveyed at the project site), which composed 24.6% of the predicted total number of species I would detect with a much larger survey effort at the research site. Given the example illustrated in Figure 2, the 30 species Noriko detected after her 3.53 hours of survey at the project site likely represented 24.6% of the species to be detected after many more visual-scan surveys over another year or longer. With many more repeat surveys through the year, Noriko would likely detect $30/0.246 = 122$ species of vertebrate wildlife at the site. Assuming Noriko's ratio of special-status to non-special-status species was to hold through the detections of all 122 predicted species, then continued surveys would eventually detect 20 special-status species of vertebrate wildlife.

Because my prediction of 122 species of vertebrate wildlife, including 20 special-status species, is derived from daytime visual-scan surveys, and would detect few nocturnal mammals such as bats, the true number of species composing the wildlife community of the site must be larger. Noriko's reconnaissance survey should serve only as a starting point toward characterization of the site's wildlife community, but it certainly cannot alone inform of the inventory of species that use the site. More surveys are needed than her one survey to inventory use of the project site by wildlife. Nevertheless, the large number of species I predict at the project site is indicative of a relatively species-rich wildlife community that warrants a serious survey effort.

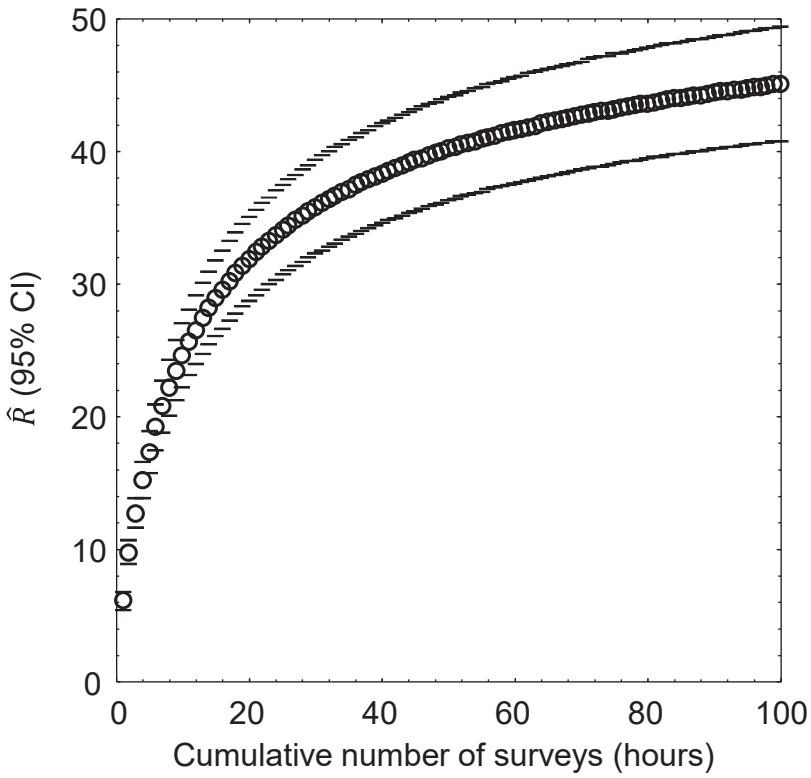


Figure 2. *Mean (95% CI) predicted wildlife species richness, $\hat{R}$, as a nonlinear function of hour-long survey increments across 46 visual-scan survey stations across the Altamont Pass Wind Resource Area, Alameda and Contra Costa Counties, 2015–2019. Note that the location of the study is largely irrelevant to the utility of the graph to the interpretation of survey outcomes at the project site. It is the pattern in the data that is relevant, because the pattern is typical of the pattern seen elsewhere.*

CHANGES TO THE ENVIRONMENTAL SETTING

The first step in analysis of potential project impacts to biological resources is to accurately characterize the existing environmental setting, including the biological species that use the site, their relative abundances, how they use the site, key ecological relationships, and known and ongoing threats to those species with special status. A reasonably accurate characterization of the environmental setting can provide the basis for determining whether the site holds habitat value to wildlife, as well as a baseline against which to analyze potential project impacts. For these reasons, characterization of the environmental setting, including the project site's regional setting, is one of CEQA's essential analytical steps. Methods to achieve this first step typically include (1) surveys of the site for biological resources, and (2) reviews of literature, databases and local experts for documented occurrences of special-status species. In the case of the proposed project, these required steps remain incomplete and misleading because the City's staff report relies on the 2002 EIR's characterization of an environmental setting that has drastically changed over the past 23 to 24 years.

(1) OUTDATED CHARACTERIZATION OF ENVIRONMENTAL SETTING

The environmental setting of the project site has substantially changed, but the staff report is supported by no new surveys for wildlife. The Staff Report relies on the 24 January 2001 and 6 February 2001 reconnaissance surveys for wildlife that were completed by Impact Sciences in support of the 2002 EIR. As I reported earlier, Noriko surveyed the site on 5 January 2025. She also surveyed for 2.67 hours on 26 June 2022

at the site of the Fore Apartments only 215 m west of the Point Apartments project site, and which was also covered by the Impact Science's surveys in 2001. Impact Sciences detected 15 species of vertebrate wildlife, whereas 24 years later Noriko detected 39 species of vertebrate wildlife between the Fore Apartments site and the Pointe Apartments site. Impact Sciences detected 7 species that Noriko did not, and Noriko detected 31 species that Impact Sciences did not. Applying the Sørenson *Index of* $Similarity = \frac{2c}{a+b}$, where a is the number of species found by Impact Sciences, b is the number of species found by Noriko, and c is the number of species found by both Impact Sciences and Noriko, the Index of Similarity of the two wildlife communities is only 0.296. For comparison, mean Index of Similarity among 40 comparisons of surveys I completed over the same time periods at the same place, but on different days over three years 2020-2023, was 0.755 with a high value of 0.900. A value of 0.296 between Impact Science's 2001 surveys and Noriko's 2025 surveys reveals two different wildlife communities between these dates. In addition, Noriko detected nearly 6 more special-status species on the site than did Impact Sciences. Much has changed in 24 years.

The environmental setting of the 2002 EIR is not the environmental setting of today. Habitat loss and habitat fragmentation have left the project site as one of the last patches of open space remaining to special-status species of wildlife in the region. It stands to reason that special-status species are more likely to occur on the project site than in earlier years for the simple reason that there are few other places left for them to persist. Given this substantial change in circumstances, protocol-level detection surveys for special-status species are warranted, and these surveys should inform a Supplemental EIR.

(2) DECLINE OF WILDLIFE

Another substantial change in circumstances was the recent report that North American birds have suffered a 29% decline in overall abundance over the past half century (Rosenberg et al. 2019). This stunning loss, which remained unknown at the time of the 2002 EIR, poses dire ecological and economic consequences that have yet to be fully understood, but which must be considered in any serious cumulative impact analysis. Rosenberg et al. (2019) attributed the 29% loss of birds primarily to habitat loss and habitat fragmentation, which I will address below. The finding of Rosenberg et al. (2019) was reported at about the same time California's Governor signed AB 454, which amended California Fish and Game Code to protect most California birds. A Supplemental EIR is needed to address the project's direct and cumulative impacts on birds.

Mammals, reptiles, amphibians, and invertebrates are also declining, as are special-status species of plants. Evidence of these declines is available in the literature at species-specific levels. In the face of these declines, greater effort is needed for surveys and analyses of potential impacts, as well as greater attention to mitigation.

(3) CHANGED STATUTES AND LISTINGS

The overall decline in bird abundance across North America has also included declines in special-status species. These declines prompted recent changes in statutes and more designations of special-status to biological species. As an example, after CDFW (2024) staff endorsed a petition to list the burrowing owl as threatened or endangered (Miller 2024), the California Fish and Game Commission adopted the petition on 10 October 2024.

Table 2 identifies changes to special status assigned to species since 2002. Nearly half (60) of the 135 species listed in Table 2 have undergone changes in status since 2002, including tricolored blackbird, which was designated as threatened under the California Endangered Species Act, and Crotch's bumble bee, which was designated a Candidate for California Endangered, and Monarch. Circumstances have changed for the worse for California's wildlife, and for wildlife at the project site specifically. These changed circumstances warrant the preparation of a Supplemental EIR.

Another change in statute was the recent amendment to the California Fish and Game Code section to enact the California Migratory Bird Protection Act. This amendment covers most of the bird species documented at or near the project site, as well as most of the birds recently reported on eBird.

(4) NEW RESEARCH AND NEW DATABASES

Another development since the biological surveys in support of the 2002 EIR has been the proliferation in use of electronic databases into which members of the public report detections of wildlife. These databases have rapidly added to the scientific body of knowledge on the distribution of wildlife species. Thousands of papers in peer-reviewed journals have been informed by these databases. No impact assessment should be made without consulting these data for occurrence records at and nearby a proposed project site. However, no such use of these databases helped to inform the 2002 EIR because they were not yet ready. And the staff report made no use of the databases.

According to eBird and iNaturalist records combined with the survey outcomes of Noriko Smallwood and those completed in support of the 2002 EIR, 135 special-status species of wildlife have been documented near enough to the project site to warranted analysis of occurrence likelihood (Table 2). Of these, 4 have been documented on or next to the site, 55 within 1.5 miles (very close), 27 within 1.5 and 4 miles (nearby), and 38 within 4 and 30 miles (in region). Of the species in Table 2, 86 64% have been documented within 4 miles of the site. According to the growing databases that have since become available following the 2002 EIR, the project area is inherently rich in wildlife and it is rich in special-status species of wildlife. These new databases need to be used to appropriately analyze the project's potential impacts to wildlife. A Supplemental EIR is warranted.

Table 2. *Occurrence likelihoods of special-status bird species at or near the proposed project site, according to eBird/iNaturalist records (https://eBird.org, https://www.inaturalist.org) and on-site survey findings, where 'Very close' indicates within 1.5 miles of the site, "nearby" indicates within 1.5 and 4 miles, and "in region" indicates within 4 and 30 miles, and 'in range' means the species' geographic range overlaps the site. Entries in* ***bold*** *font identify species detected by Noriko Smallwood in 2025. Turquoise-highlighted status designations represent additive changes in status since the 2002 EIR.*

Common name	***Species name***	**Status[1]**	**2002 EIR occurrence potential**	**Database records, Site visits**
Vernal pool fairy shrimp	*Branchinecta lynchi*	FT		In region
Monarch	*Danaus plexippus*	FC		Very close
Crotch's bumble bee	*Bombus crotchii*	CCE		Nearby
Western spadefoot	*Spea hammondii*	SSC		In region
Arroyo toad	*Anaxyrus californicus*	FE, SSC		In region
Western pond turtle	*Emys marmorata*	SSC	Low	In region
Blainville's horned lizard	*Phrynosoma blainvillii*	SSC	Low	In region
San Diegan tiger whiptail	*Aspidoscelis tigris stejnegeri*	SSC	Not expected	Nearby
San Diegan legless lizard	*Anniella stebbinsi*	SSC		In region
California glossy snake	*Arizona elegans occidentalis*	SSC		In region
Coast patch-nosed snake	*Salvadora hexalepis virgultea*	SSC	Not expected	In region
Two-striped gartersnake	*Thamnophis hammondii*	SSC	Low	In region
South coast gartersnake	*Thamnophis sirtalis pop. 1*	SSC		In region
Brant	*Branta bernicla*	SSC2		Very close
Cackling goose (Aleutian)	*Branta hutchinsii leucopareia*	WL		Very close
Redhead	*Aythya americana*	SSC2		Very close
Harlequin duck	*Histrionicus histrionicus*	SSC2		In region
Western grebe	*Aechmophorus occidentalis*	BCC		Very close
Clark's grebe	*Aechmophorus clarkii*	BCC		Very close
Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	FT, CE	Not expected	Nearby
Black swift	*Cypseloides niger*	SSC3, BCC		Very close
Vaux's swift	*Chaetura vauxi*	SSC2		Very close
Costa's hummingbird	*Calypte costae*	BCC		Very close
Calliope hummingbird	*Selasphorus calliope*	BCC		Very close
Rufous hummingbird	*Selasphorus rufus*	BCC		Very close

Common name	*Species name*	Status[1]	2002 EIR occurrence potential	Database records, Site visits
Allen's hummingbird	*Selasphorus sasin*	BCC		**On site**
Mountain plover	*Charadrius montanus*	SSC2, BCC		In region
Snowy plover	*Charadrius nivosus*	BCC		Nearby
Western snowy plover	*Charadrius nivosus nivosus*	FT, SSC	Not expected	In region
Whimbrel	*Numenius phaeopus*	BCC		Nearby
Long-billed curlew	*Numenius americanus*	WL		Nearby
Marbled godwit	*Limosa fedoa*	BCC		Nearby
Pectoral sandpiper	*Calidris melanotos*	BCC		Nearby
Short-billed dowitcher	*Limnodromus griseus*	BCC		Nearby
American avocet	*Recurvirostra americana*	BCC		Very close
Lesser yellowlegs	*Tringa flavipes*	BCC		Very close
Willet	*Tringa semipalmata*	BCC		Very close
Laughing gull	*Leucophaeus atricilla*	WL		In region
Franklin's gull	*Leucophaeus pipixcan*	BCC		Nearby
Heermann's gull	*Larus heermanni*	BCC		Very close
Western gull	*Larus occidentalis*	BCC		**On site**
California gull	*Larus californicus*	BCC, WL		Very close
California least tern	*Sternula antillarum browni*	FE, CE, CFP	Not expected	Very close
Black tern	*Chlidonias niger*	BCC, SSC2		Nearby
Elegant tern	*Thalasseus elegans*	BCC, WL		Nearby
Black skimmer	*Rynchops niger*	BCC, SSC3		Nearby
Common loon	*Gavia immer*	SSC		Very close
Double-crested cormorant	*Phalacrocorax auritus*	WL		**Very close**
American white pelican	*Pelacanus erythrorhynchos*	BCC, SSC1		Very close
Least bittern	*Ixobrychus exilis*	SSC2		Nearby
Reddish egret	*Egretta rufescens*	BCC		Nearby
White-faced ibis	*Plegadis chihi*	WL		Very close
California condor	*Gymnogyps californianus*	FE, CE, CFP		In region
Turkey vulture	*Cathartes aura*	BOP		Very close
Osprey	*Pandion haliaetus*	WL, BOP		Very close

Common name	*Species name*	Status[1]	2002 EIR occurrence potential	Database records, Site visits
White-tailed kite	*Elanus luecurus*	CFP, BOP	Moderate	Very close
Golden eagle	*Aquila chrysaetos*	BGEPA, CFP, BOP, WL		Nearby
Northern harrier	*Circus cyaneus*	BCC, SSC3, BOP	Moderate	Very close
Sharp-shinned hawk	*Accipiter striatus*	WL, BOP	Low	Very close
Cooper's hawk	*Accipiter cooperii*	WL, BOP	Moderate	**Just offsite**
Bald eagle	*Haliaeetus leucocephalus*	CE, BGEPA, BOP		Nearby
Red-shouldered hawk	*Buteo lineatus*	BOP		Very close
Swainson's hawk	*Buteo swainsoni*	CT, BOP		Very close
Red-tailed hawk	*Buteo jamaicensis*	BOP		**Just offsite**
Ferruginous hawk	*Buteo regalis*	WL, BOP	Low	Very close
Zone-tailed hawk	*Buteo albonotatus*	BOP		Nearby
Harris' hawk	*Parabuteo unicinctus*	WL, BOP		In region
Rough-legged hawk	*Buteo lagopus*	BOP		In region
American barn owl	*Tyto furcata*	BOP		Very close
Western screech-owl	*Megascops kennicotti*	BCC, BOP		Nearby
Great horned owl	*Bubo virginianus*	BOP		Very close
Burrowing owl	*Athene cunicularia*	BCC, CCE, SSC2, BOP	Low	Nearby
Long-eared owl	*Asio otus*	BCC, SSC3, BOP		In region
Short-eared owl	*Asia flammeus*	BCC, SSC3, BOP		In region
Northern pygmy-owl	*Glaucidium gnoma*	BOP		Nearby
Lewis's woodpecker	*Melanerpes lewis*	BCC		Very close
Nuttall's woodpecker	*Picoides nuttallii*	BCC		Very close
American kestrel	*Falco sparverius*	BOP		Very close
Merlin	*Falco columbarius*	WL, BOP		Very close
Peregrine falcon	*Falco peregrinus*	BOP		Very close
Prairie falcon	*Falco mexicanus*	WL, BOP		Very close
Olive-sided flycatcher	*Contopus cooperi*	BCC, SSC2		Very close
Willow flycatcher	*Empidonax trailii*	CE		Very close
Southwestern willow flycatcher	*Empidonax traillii extimus*	FE, CE	Not expected	In region
Vermilion flycatcher	*Pyrocephalus rubinus*	SSC2		Very close

Common name	*Species name*	Status[1]	2002 EIR occurrence potential	Database records, Site visits
Least Bell's vireo	*Vireo bellii pusillus*	FE, CE	Not expected	Very close
Loggerhead shrike	*Lanius ludovicianus*	SSC2	Low	Very close
Oak titmouse	*Baeolophus inornatus*	BCC		Very close
California horned lark	*Eremophila alpestris actia*	WL	Not expected	Very close
Bank swallow	*Riparia riparia*	CT	Not expected	Nearby
Purple martin	*Progne subis*	SSC2		Very close
Wrentit	*Chamaea fasciata*	BCC		Very close
California gnatcatcher	*Polioptila c. californica*	FT, SSC2	Not expected	In region
California thrasher	*Toxostoma redivivum*	BCC		Very close
Cassin's finch	*Haemorhous cassinii*	BCC		Nearby
Lawrence's goldfinch	*Spinus lawrencei*	BCC		Very close
Grasshopper sparrow	*Ammodramus savannarum*	SSC2		Very close
Black-chinned sparrow	*Spizella atrogularis*	BCC		In region
Gray-headed junco	*Junco hyemalis caniceps*	WL		In region
Bell's sparrow	*Amphispiza b. belli*	WL		In region
Large-billed savannah sparrow	*Passerculus sandwichensis rostratus*	SSC2		In region
Oregon vesper sparrow	*Pooecetes gramineus affinis*	BCC, SSC2		In range
Southern California rufous-crowned sparrow	*Aimophila ruficeps canescens*	WL		Very close
Yellow-breasted chat	*Icteria virens*	SSC3	Not expected	Very close
Yellow-headed blackbird	*Xanthocephalus xanthocephalus*	SSC3		Very close
Bullock's oriole	*Icterus bullockii*	BCC		Very close
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, SSC1		Nearby
Lucy's warbler	*Leiothlypis luciae*	SSC3		Very close
Virginia's warbler	*Leiothlypis virginiae*	BCC, WL		Nearby
Prothonotary warbler	*Protonotaria citrea*	BCC		In region
Prairie warbler	*Setophaga discolor*	BCC		In region
Yellow warbler	*Setophaga petechia*	SSC2	Not expected	**Very close**
Summer tanager	*Piranga rubra*	SSC1		Nearby
Little brown bat	*Myotis lucifugus*	WBWG:M		In range

Common name	*Species name*	Status[1]	2002 EIR occurrence potential	Database records, Site visits
Yuma myotis	*Myotis yumanensis*	WBWG:LM	Low	In region
Long-eared myotis	*Myotis evotis*	WBWG:M	Low	In region
Fringed myotis	*Myotis thysanodes*	WBWG:H	Low	In range
Long-legged myotis	*Myotis volans*	WBWG:H		In range
California myotis	*Myotis californicus*	WBWG:L		In region
Small-footed myotis	*Myotis ciliolabrum*	WBWG:M	Low	In region
Canyon bat	*Parastrellus hesperus*	WBWG:M		In region
Big brown bat	*Episticus fuscus*	WBWG:L		In region
Silver-haired bat	*Lasionycteris noctivagans*	WBWG:M		In region
Hoary bat	*Lasiurus cinereus*	WBWG:M		In region
Western red bat	*Lasiurus blossevillii*	SSC, WBWG:H		In range
Western yellow bat	*Lasiurus xanthinus*	SSC, WBWG:H		In range
Spotted bat	*Euderma maculatum*	SSC, WBWG:H		In range
Townsend's big-eared bat	*Corynorhinus townsendii*	SSC, WBWG:H		In range
Pallid bat	*Antrozous pallidus*	SSC, WBWG:H	Low	In region
Mexican free-tailed bat	*Tadarida brasiliensis*	WBWG:L		Nearby
Big free-tailed bat	*Nyctinomops macrotis*	SSC, WBWG:MH		In range
Western mastiff bat	*Eumops perotis*	SSC, WBWG:H	Low	In range
San Diego black-tailed jackrabbit	*Lepus californicus bennettii*	SSC	Not expected	In range
San Diego Bryant's woodrat	*Neotoma bryanti*	SSC	Not expected	In region
American badger	*Taxidea taxus*	SSC		In region

[1] Listed as FT or FE = federal threatened or endangered, FC = federal candidate for listing, BCC = U.S. Fish and Wildlife Service Bird of Conservation Concern, CT or CE = California threatened or endangered, CCT or CCE = Candidate California threatened or endangered, CFP = California Fully Protected (California Fish and Game Code 3511), SSC = California Species of Special Concern (not threatened with extinction, but rare, very restricted in range, declining throughout range, peripheral portion of species' range, associated with habitat that is declining in extent), SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively (Shuford and Gardali 2008), WL = Taxa to Watch List (Shuford and Gardali 2008), and BOP = Birds of Prey (CFG Code 3503.5), and WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H).

Because it is grossly outdated, the 2002 EIR analyzes the occurrence likelihoods of only 30 (22%) of the 135 special-status species in Table 2. The 2002 EIR assigns low likelihoods of occurrence to three species – ferruginous hawk, sharp-shinned hawk, and loggerhead shrike – that have since been documented within 1.5 miles of the project site. Of the 14 special-status species the 2002 EIR determines to be "not expected," three – San Diegan tiger whiptail, Western yellow-billed cuckoo, and bank swallow – have since been documented between 1.5 and 4 miles from the project site, and another five – California least tern, least Bell's vireo, California horned lark, yellow-breasted chat, and yellow warbler have since been documented within 1.5 miles of the site. Noriko also saw yellow warbler next to the site of the Fore Apartments. The 2002 EIR's characterization of the occurrence likelihoods of special-status species comports poorly with the records of occurrences that have accumulated since the 2001 surveys in support of the EIR.

(5) NEW WILDLIFE DETECTION SURVEY GUIDELINES

Since the 2002 EIR, and because many species of wildlife have declined substantially in California, new protocol-level survey guidelines have been prepared. An example is the CDFW (2012) survey guidelines for burrowing owls. Another example is the newer protocol for southwestern willow flycatcher (Sogge et al. 2010). There are also survey protocols that have been formulated by experts for species that have been listed since the 2002 EIR, such as the survey guidelins for bumble bees (CDFW 2023), and CDFW (2018) has since provided survey guidelines for rare plants. Special-status species that were not detected in in the earlier surveys performed in support of the 2002 EIR are likely much more detectable now with use of the improved survey protocols. Because the detection survey protocols have been improved, circumstances have changed regarding the detection likelihoods for some of these species. A Supplemental EIR is warranted to inform decision-makers and the public of the occurrence likelihoods of special-status species for which detection survey guidelines have been developed since the 2001 reconnaissance surveys on and around the project site.

(6) BIRD-WINDOW COLLISIONS

The 2002 EIR considered potential impacts to biological resources to consist solely of loss of terrestrial habitat, where habitat is considered to consist of vegetation cover on natural substrate. However, impacts to volant organisms can also be caused by constructing edifices that protrude into the aerosphere above the project's terrestrial footprint. The proposed project would add extensive transparent glass to the airspace above the project's terrestrial footprint. The EIR and the Staff Report neglect a large portion of habitat that is essential to many species. To understand this part of their habitat, one must consider the very definition of habitat. Simply put, habitat is defined by a species' use of the environment (Hall et al. 1997, Morrison et al. 1998, Smallwood 2002). Every species on Earth is morphologically adapted through thousands of generations of life and death to exist within an environmental medium. The gaseous atmosphere is an important medium of life (Davy et al. 2017, Diehl et al. 2017), and it is one of the most important habitat mediums of our planet. The aerosphere is where birds and bats and other volant animals with wings migrate, disperse, forage, perform courtship and where some of them mate. Birds are some of the many types of animals

that evolved wings as a morphological adaptation to thrive by moving through the medium of the aerosphere. The aerosphere is habitat to birds. Indeed, an entire discipline of ecology has emerged to study this essential aspect of habitat – the discipline of aeroecology (Kunz et al. 2008).

Many special-status species of birds have been recorded at or near the aerosphere of the project site. eBird (https://eBird.org) indicates there are 100 special-status species of birds with potential to use the site's aerosphere (Table 2). Of these, 82 have been recorded within 4 miles of the site. A bird reported 4 miles from the site can fly those 4 miles in about 8 minutes, putting them all at risk of collision with the extensive windows of the proposed project. The site holds ample potential for supporting special-status species of wildlife that would be made vulnerable to collision mortality should the project go forward as proposed.

Of the bird species in Table 2, many have been documented as window collision victims. Most of the others will likely be documented as window collision victims in the near future through better reporting. For a variety of reasons summarized below, birds are vulnerable to window collisions, especially where windows are built into structures without any care to the consequences to birds. In this case, the Staff Report depicts the facades of the proposed buildings as expansively covered by glass windows and glass railings, all of which are clear and transparent. The Staff Report further depicts transparent corners, glass window-walls, windows adjacent to landscaped trees, and glass-fronted structure wrapping around interior open spaces, which are features that increase bird-window collision risk.

While surveying the nearby Fore Apartments project site, Noriko documented 39 bird flights over the site, or 14.6 overflights/hour. Assuming this rate typifies bird flight activity over the site during daylight hours (this area receives 3,101 sunlit hours per year, to which I added 1 hour per day of dusk), one can estimate 50,604 bird flights over the project site annually. Noriko documented 20 overflights by house finches, 5 by northern rough-winged swallows, 3 by cliff swallows, 2 each by American crows, western gulls and black phoebes, and 1 each by Cooper's hawks, California towhee, dark-eyed junco, Eurasian collared-dove, and hooded oriole. These birds flew in all directions, and all flew lower than the maximum building height of the proposed project.

Window collisions are often characterized as either the second or third largest source or human-caused bird mortality. The numbers behind these characterizations are often attributed to Klem's (1990) and Dunn's (1993) estimates of about 100 million to 1 billion bird fatalities in the USA, or more recently by Loss et al.'s (2014) estimate of 365-988 million bird fatalities in the USA or Calvert et al.'s (2013) and Machtans et al.'s (2013) estimates of 22.4 million and 25 million bird fatalities in Canada, respectively. The proposed project would impose windows in the airspace normally used by birds.

Glass-façades of buildings intercept and kill many birds, but these façades are differentially hazardous to birds based on spatial extent, contiguity, orientation, and other factors. At Washington State University, Johnson and Hudson (1976) found 266

bird fatalities of 41 species within 73 months of monitoring of a three-story glass walkway (no fatality adjustments attempted). Prior to marking the windows to warn birds of the collision hazard, the collision rate was 84.7 per year. At that rate, and not attempting to adjust the fatality estimate for the proportion of fatalities not found, 4,574 birds were likely killed over the 54 years since the start of their study, and that's at a relatively small building façade (Photo 28). Accounting for the proportion of fatalities not found, the number of birds killed by this walkway over the last 54 years would have been about 14,270. And this is just for one 3-story, glass-sided walkway between two college campus buildings.



***Photo 28**. A walkway connecting two buildings at Washington State University where one of the earliest studies of bird collision mortality found 85 bird fatalities per year prior to marking windows (254 annual deaths adjusted for the proportion not found). Given that the window markers have long since disappeared, this walkway likely killed ≥14,270 birds since 1968, and continues to kill birds. Notice that the transparent glass on both sides of the walkway implies an unimpeded airspace that can be navigated by birds familiar with flying between tree branches. Also note the reflected images of trees, which can mislead birds into seeing safe perch sites. Further note the distances of ornamental trees, which allow birds taking off from those trees to reach full speed upon arrival at the windows.*

Klem's (1990) estimate was based on speculation that 1 to 10 birds are killed per building per year, and this speculated range was extended to the number of buildings estimated by the US Census Bureau in 1986. Klem's speculation was supported by fatality monitoring at only two houses, one in Illinois and the other in New York. Also, the basis of his fatality rate extension has changed greatly since 1986. Whereas his estimate served the need to alert the public of the possible magnitude of the bird-window collision issue, it was highly uncertain at the time and undoubtedly outdated more than three decades hence. Indeed, by 2010 Klem (2010) characterized the upper end of his estimated range – 1 billion bird fatalities – as conservative. Furthermore, the estimate lumped species together as if all birds are the same and the loss of all birds to windows has the same level of impact.

By the time Loss et al. (2014) performed their effort to estimate annual USA bird-window fatalities, many more fatality monitoring studies had been reported or were underway. Loss et al. (2014) incorporated many more fatality rates based on scientific monitoring, and they were more careful about which fatality rates to include. However, they included estimates based on fatality monitoring by homeowners, which in one study were found to detect only 38% of the available window fatalities (Bracey et al.

2016). Loss et al. (2014) excluded all fatality records lacking a dead bird in hand, such as injured birds or feather or blood spots on windows. Loss et al.'s (2014) fatality metric was the number of fatalities per building (where in this context a building can include a house, low-rise, or high-rise structure), but they assumed that this metric was based on window collisions. Because most of the bird-window collision studies were limited to migration seasons, Loss et al. (2014) developed an admittedly assumption-laden correction factor for making annual estimates. Also, only two of the studies included adjustments for carcass persistence and searcher detection error, and it was unclear how and to what degree fatality rates were adjusted for these factors. Although Loss et al. (2014) attempted to account for some biases as well as for large sources of uncertainty mostly resulting from an opportunistic rather than systematic sampling data source, their estimated annual fatality rate across the USA was highly uncertain and vulnerable to multiple biases, most of which would have resulted in fatality estimates biased low.

In my review of bird-window collision monitoring, I found that the search radius around homes and buildings was very narrow, usually 2 meters. Based on my experience with bird collisions in other contexts, I would expect that a large portion of bird-window collision victims would end up farther than 2 m from the windows, especially when the windows are higher up on tall buildings. In my experience, searcher detection rates tend to be low for small birds deposited on ground with vegetation cover or woodchips or other types of organic matter. Also, vertebrate scavengers entrain on anthropogenic sources of mortality and quickly remove many of the carcasses, thereby preventing the fatality searcher from detecting these fatalities. Adjusting fatality rates for these factors – search radius bias, searcher detection error, and carcass persistence rates – would greatly increase nationwide estimates of bird-window collision fatalities.

Buildings can intercept many nocturnal migrants as well as birds flying in daylight. As mentioned above, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a four-story glass walkway at Washington State University (no adjustments attempted for undetected fatalities). Somerlot (2003) found 21 bird fatalities among 13 buildings on a university campus within only 61 days. Monitoring twice per week, Hager at al. (2008) found 215 bird fatalities of 48 species, or 55 birds/building/year, and at another site they found 142 bird fatalities of 37 species for 24 birds/building/year. Gelb and Delacretaz (2009) recorded 5,400 bird fatalities under buildings in New York City, based on a decade of monitoring only during migration periods, and some of the high-rises were associated with hundreds of fatalities each. Klem et al. (2009) monitored 73 building façades in New York City during 114 days of two migratory periods, tallying 549 collision victims, nearly 5 birds per day. Borden et al. (2010) surveyed a 1.8 km route 3 times per week during 12-month period and found 271 bird fatalities of 50 species. Parkins et al. (2015) found 35 bird fatalities of 16 species within only 45 days of monitoring under 4 building façades. From 24 days of survey over a 48-day span, Porter and Huang (2015) found 47 fatalities under 8 buildings on a university campus. Sabo et al. (2016) found 27 bird fatalities over 61 days of searches under 31 windows. In San Francisco, Kahle et al. (2016) found 355 collision victims within 1,762 days under a 5-story building. Ocampo-Peñuela et al. (2016) searched the perimeters of 6 buildings on a university campus, finding 86 fatalities after 63 days of surveys. One of these buildings produced 61 of the 86 fatalities,

and another building with collision-deterrent glass caused only 2 of the fatalities, thereby indicating a wide range in impacts likely influenced by various factors. There is ample evidence available to support my prediction that the proposed project would result in many collision fatalities of birds.

Project Impact Prediction

By the time of these comments, I had reviewed and processed results of bird collision monitoring at 213 buildings and façades for which bird collisions per m^2 of glass per year could be calculated and averaged (Johnson and Hudson 1976, O'Connell 2001, Somerlot 2003, Hager et al. 2008, Borden et al. 2010, Hager et al. 2013, Porter and Huang 2015, Parkins et al. 2015, Kahle et al. 2016, Ocampo-Peñuela et al. 2016, Sabo et al. 2016, Barton et al. 2017, Gomez-Moreno et al. 2018, Schneider et al. 2018, Loss et al. 2019, Brown et al. 2020, City of Portland Bureau of Environmental Services and Portland Audubon 2020, Riding et al. 2020). These study results averaged 0.073 bird deaths per m^2 of glass per year (95% CI: 0.042-0.102). This average and its 95% confidence interval provide a robust basis for predicting fatality rates at a proposed new project.

The Staff Report does not reveal the spatial extent of windows on the facades of the proposed new buildings other than as depicted visually in the architect's rendering. After measuring the dimensions of each type of window and then counting the windows of each type, I estimate the project would include at least 5,421 m^2 of glass windows and glass railing.

Applying the mean fatality rate (above) to my estimate of 5,421 m^2 of glass on the façades of the project's buildings predicts **396 bird deaths per year (95% CI: 235, 557)**. The vast majority of these deaths would be of birds protected under the federal Migratory Bird Treaty Act and under Californias Migratory Bird Protection Act, hence causing significant unmitigated impacts. Given the predicted level of bird-window collision mortality, and the lack of any proposed mitigation in the 2002 EIR, it is my opinion that the project would result in potentially significant adverse biological impacts. A Supplemental EIR needs to be prepared to appropriately address this impact.

(7) WILDLIFE-AUTOMOBILE COLLISIONS

The 2002 EIR did not analyze potential impacts to wildlife that would be caused by collisions with project-generated automobile traffic. Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic to get to and from the project site (Photos 29—31), including along roads far from the project footprint. Vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths

per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.

The nearest study of traffic-caused wildlife mortality was performed along a 2.5-mile stretch of Vasco Road in Contra Costa County, California. Fatality searches in this study found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches (Mendelsohn et al. 2009). This fatality number needs to be adjusted for the proportion of fatalities that were not found due to scavenger removal and searcher error. This adjustment is typically made by placing carcasses for searchers to find (or not find) during their routine periodic fatality searches. This step was not taken at Vasco Road (Mendelsohn et al. 2009), but it was taken as part of another study next to Vasco Road (Brown et al. 2016). Brown et al.'s (2016) adjustment factors for carcass persistence resembled those of Santos et al. (2011). Also applying searcher detection rates from Brown et al. (2016), the adjusted total number of fatalities was estimated at 12,187 animals killed by traffic on the road. This fatality number over 1.25 years and 2.5 miles of road translates to 3,900 wild animals per mile per year. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 243,740 animals killed per 100 km of road per year, or 29 times that of Loss et al.'s (2014) upper bound estimate and 68 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project site would similarly result in local impacts on wildlife.

Photo 29. *A Gambel's quail dashes across a road* on *3 April 2021. Such road crossings are usually successful, but too often prove fatal to the animal. Photo by Noriko Smallwood.*



Photo 30. *Mourning dove killed by vehicle on a California road. Photo by Noriko Smallwood, 21 June 2020.*





Photo 31. *Raccoon killed on Road 31 just east of Highway 505 in Solano County. Photo taken on 10 November 2018.*

For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,900 animals killed per mile along a county road in Contra Costa County. Two percent of the estimated number of fatalities were birds, and the balance was composed of 34% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 52.3% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs, western toads, arboreal salamanders, slender salamanders and others), and 11.7% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species). VMT is useful for predicting wildlife mortality because I was able to quantify miles traveled along the studied reach of Vasco Road during the time period of the Mendelsohn et al. (2009), hence enabling a rate of fatalities per VMT that can be projected to other sites, assuming similar collision fatality rates.

Predicting project-generated traffic impacts to wildlife

The Staff Report makes no prediction of annual VMT, and neither does the 2002 EIR. Fortunately, however, over the course of my preparation of expert testimony on other projects, I have kept track of predicted annual VMT and the floor space of proposed residential developments including apartment complexes. At 8 other residential projects, annual VMT per square foot of residential floor space has averaged 26. This rate applied to the project's 546,524 sf of floor space would predict 14,209,624 annual VMT.

During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road daily, so the vehicle miles that contributed to my estimate of non-volant fatalities was 19,500 cars and trucks × 2.5 miles × 365 days/year × 1.25 years = 22,242,187.5 vehicle miles per 9,462 wildlife fatalities, or 2,351 vehicle miles per fatality. This rate divided into my predicted annual VMT would predict **6,044 vertebrate wildlife fatalities per year**.

Based on my analysis, the project-generated traffic would cause substantial, significant impacts to wildlife. The City does not analyze this potential impact, nor does it propose to mitigate it. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed

project. Given the predicted level of project-generated, traffic-caused mortality, and the lack of any proposed mitigation, it is my opinion that the proposed project would result in potentially significant adverse biological impacts.

(8) OUTDATED CUMULATIVE IMPACTS ANALYSIS

Google Earth imagery reveals considerable loss of open space in the project area in the 23 years since the 2002 EIR, such as resulting from the buildout of Riverpark, the addition of a new golf course to the southwest, and residential development between the Wilson and Rio Linda communities. This buildout and the resulting loss of habitat, as well as currently planned and permitted projects in the area, should be analyzed for their cumulative contributions to habitat fragmentation in an updated cumulative impacts analysis as part of a Supplemental EIR.

Since the 2002 EIR, research has been conducted to measure the impacts of habitat loss and the cumulative effects of development on wildlife. For example, Noriko Smallwood and I measured the impacts of wildlife habitat loss caused by mitigated development projects. We revisited 80 sites of proposed projects that we had originally surveyed in support of comments on CEQA review documents (Smallwood and Smallwood 2023). We revisited the sites to repeat the survey methods at the same time of year, the same start time in the day, and the same methods and survey duration in order to measure the effects of mitigated development on wildlife. We structured the experiment in a before-after, control-impact experimental design, as some of the sites had been developed since our initial survey and some had remained undeveloped. We found that mitigated development resulted in a 66% loss of species on site, and 48% loss of species in the project area. Counts of vertebrate animals declined 90%. “Development impacts measured by the mean number of species detected per survey were greatest for amphibians (-100%), followed by mammals (-86%), grassland birds (-75%), raptors (-53%), special-status species (-49%), all birds as a group (-48%), non-native birds (-44%), and synanthropic birds (-28%). Our results indicated that urban development substantially reduced vertebrate species richness and numerical abundance, even after richness and abundance had likely already been depleted by the cumulative effects of loss, fragmentation, and degradation of habitat in the urbanizing environment,” and despite all the mitigation measures per existing policies and regulations. We also specifically tested for the effects of projects on wildlife in neighboring habitats, and found significant decreases in species richness and overall abundance in those areas as well.

The project would insert a glass-covered building into the airspace that has been used by volant wildlife for millions of years to travel across the Oxnard Plain. The project would further fragment aerial habitat of volant wildlife, and this would contribute cumulatively to other similar impacts caused by other glass-covered buildings in the area. The project would also cause a predicted 396 (95% CI: 235, 557) bird-window collision fatalities. Additionally, the project would generate a predicted annual VMT of 14,209,624, which would contribute 6,044 wildlife-automobile collision fatalities to the cumulative annual mortality already underway on the Oxnard Plain. A cumulative impacts analysis needs to be completed.

(9) OUTDATED MITIGATION

EIR Measure 4.4-1: Preconstruction survey

The Staff Report reuses the 2002 EIR's avian preconstruction take-avoidance survey as the sole mitigation measure for biological resources. This measure is flawed partly because it relies on an outdated range of dates representative of the avian breeding season. Today, the CDFW recognizes the avian breeding season as 1 February to 15 September, or one and a half months longer than the avian breeding season defined in the 2002 EIR.

Another flaw in the preconstruction survey Measure 4.4-1 is its use as a proxy for detection surveys. As exemplified in the CDFW (2012) survey and mitigation guidelines for burrowing owls, preconstruction surveys are intended to follow the proper implementation of detection surveys, and are only meant to check whether birds moved back into the area after measures had been taken to avoid or minimize impacts. EIR Measure 4.4-1 gives the false impression that preconstruction survey carries the same probability of detection as a detection survey, which it most certainly does not.

Yet another flaw in the measure is that it does not prevent the permanent loss of breeding capacity on the project site. All of the avian nest sites would be lost to the project without any form of compensation.

Finally, Measure 4.4-1 does not address the loss of forage opportunities by wildlife, nor the reductions of numerical capacities of both volant and non-volant wildlife.

No Construction Monitoring

Although no such measure was required in the 2002 EIR, it is routine these days for biologists to be present during construction to monitor for potential construction-related impacts to wildlife. Should the project go forward, qualified biologists should be required to monitor construction impacts to wildlife. However, it should also be required that the monitor completes a report of the findings of construction monitoring. All cases of potential construction harm to wildlife should be reported to the US Fish and Wildlife Service and California Department of Fish and Wildlife, and to the City, along with what was done to prevent or minimize or rectify injuries. All injuries and fatalities should be reported to the same parties, along with the disposition of any remains. The report should be made available to the public.

Compensatory mitigation ought also to include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care. Many animals would likely be injured during construction or during the operational phase of the project as animals collide with automobiles and glass windows and glass railings.

No Mitigation for wildlife collisions with windows

A great deal of research has been conducted since the 2002 EIR on estimation of bird-window collision mortality and how to mitigate it. All of the guidelines on how to minimize bird-window collisions have been developed since 2002.

If the project goes forward, it should at a minimum adhere to available Bird-Safe Guidelines, such as those prepared by American Bird Conservancy and New York and San Francisco. The American Bird Conservancy (ABC) produced an excellent set of guidelines recommending actions to: (1) Minimize use of glass; (2) Placing glass behind some type of screening (grilles, shutters, exterior shades); (3) Using glass with inherent properties to reduce collisions, such as patterns, window films, decals or tape; and (4) Turning off lights during migration seasons (Sheppard and Phillips 2015). The City of San Francisco (San Francisco Planning Department 2011) also has a set of building design guidelines, based on the excellent guidelines produced by the New York City Audubon Society (Orff et al. 2007). The ABC document and both the New York and San Francisco documents provide excellent alerting of potential bird-collision hazards as well as many visual examples. The San Francisco Planning Department's (2011) building design guidelines are more comprehensive than those of New York City, but they could have gone further. For example, the San Francisco guidelines probably should have also covered scientific monitoring of impacts as well as compensatory mitigation for impacts that could not be avoided, minimized or reduced.

New research results inform of the efficacy of marking windows. Whereas Klem (1990) found no deterrent effect from decals on windows, Johnson and Hudson (1976) reported a fatality reduction of about 69% after placing decals on windows. In an experiment of opportunity, Ocampo-Peñuela et al. (2016) found only 2 of 86 fatalities at one of 6 buildings – the only building with windows treated with a bird deterrent film. At the building with fritted glass, bird collisions were 82% lower than at other buildings with untreated windows. Kahle et al. (2016) added external window shades to some windowed façades to reduce fatalities 82% and 95%. Brown et al. (2020) reported an 84% lower collision probability among fritted glass windows and windows treated with ORNILUX R UV. City of Portland Bureau of Environmental Services and Portland Audubon (2020) reduced bird collision fatalities 94% by affixing marked Solyx window film to existing glass panels of Portland's Columbia Building. Many external and internal glass markers have been tested experimentally, some showing no effect and some showing strong deterrent effects (Klem 1989, 1990, 2009, 2011; Klem and Saenger 2013; Rössler et al. 2015).

Van Doren et al. (2021) found that nocturnal migrants contributed most of the collision fatalities in their study, and the largest predictors of fatalities were peak migration and lit windows. Van Doren et al. (2021) predicted that a light-out mitigation measure could reduce bird-window collision mortality by 60%.

Monitoring and the use of compensatory mitigation should be incorporated at any new building project because the measures recommended in the available guidelines remain of uncertain efficacy, and even if these measures are effective, they will not reduce collision fatalities to zero. The only way to assess mitigation efficacy and to quantify post-construction fatalities is to monitor the project for fatalities.

The City of Oxnard should also follow the examples of other cities and formulate its own mitigation guidelines for analysis of potential impacts and for mitigating those impacts.

No Mitigation for wildlife collisions with project-generated traffic

Exemplified by the largest wildlife overcrossing in the world – the Wallis Annenberg Wildlife Crossing over US 101 only 26 miles to the east – mitigation for wildlife-automobile collision mortality often comes in the form of overcrossings or undercrossing. The 2002 EIR did even address the issue of wildlife-automobile collision mortality, let alone mitigate for it. Compensatory mitigation is needed for the increased wildlife mortality that would be caused by project-generated road traffic in the region. I suggest that this mitigation be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).

Appropriate Landscaping to Minimize Habitat Loss

Not popular during the time of the 2002 EIR, but popular these days, is the use of native or xeric-adapted vegetation in landscaping for the dual purpose of conserving water and providing habitat values to wildlife post-construction. If the Project goes forward, California native plant landscaping (i.e., grassland and locally appropriate scrub plants) should be used as opposed to landscaping with lawn and exotic shrubs and trees. Native plants offer more structure, cover, food resources, and nesting substrate for wildlife than landscaping with lawn and ornamental trees. Native plant landscaping has been shown to increase the abundance of arthropods which act as important sources of food for wildlife and are crucial for pollination and plant reproduction (Narango et al. 2017, Adams et al. 2020, Smallwood and Wood 2022.). Further, many endangered and threatened insects require native host plants for reproduction and migration, e.g., monarch butterfly. Around the world, landscaping with native plants over exotic plants increases the abundance and diversity of birds, and it is particularly valuable to native birds (Lerman and Warren 2011, Burghardt et al. 2008, Berthon et al. 2021, Smallwood and Wood 2022). Landscaping with native plants is a way to maintain or to bring back some of the natural habitat and lessen the footprint of urbanization by acting as interconnected patches of habitat for wildlife (Goddard et al. 2009, Tallamy 2020). Not only does native plant landscaping benefit wildlife, but it requires less water and maintenance than traditional landscaping with lawn and hedges.

A Supplemental EIR is warranted to account for this changed circumstance.

Thank you for your consideration,



Shawn Smallwood, Ph.D.

LITERATURE CITED

Adams, B. J., E. Li, C. A. Bahlai, E. K. Meineke, T. P. McGlynn, and B. V. Brown. 2020. Local and landscape-scale variables shape insect diversity in an urban biodiversity hot spot. Ecological Applications 30(4):e02089. 10.1002/eap.2089

Barton, C. M., C. S. Riding, and S. R. Loss. 2017. Magnitude and correlates of bird collisions at glass bus shelters in an urban landscape. Plos One 12. (6): e0178667. https://doi.org/10.1371/journal.pone.0178667

Basilio, L. G., D. J. Moreno, and A, J. Piratelli. 2020. Main causes of bird-window collisions: a review. Anais da Academia Brasileira de Ciências 92(1): e20180745 DOI 10.1590/0001-3765202020180745.

Berthon, K., F. Thomas, and S. Bekessy. 2021. The role of 'nativenes' in urban greening to support animal biodiversity. Landscape and Urban Planning 205:103959. https://doi.org/10.1016/j.landurbplan.2020.103959

Bishop, C. A. and J. M. Brogan. 2013. Estimates of avian mortality attributed to vehicle collisions in Canada. Avian Conservation and Ecology 8:2. http://dx.doi.org/10.5751/ACE-00604-080202.

Borden, W. C., O. M. Lockhart, A. W. Jones, and M. S. Lyons. 2010. Seasonal, taxonomic, and local habitat components of bird-window collisions on an urban university campus in Cleveland, OH. Ohio Journal of Science 110(3):44-52.

Bracey, A. M., M. A. Etterson, G. J. Niemi, and R. F. Green. 2016. Variation in bird-window collision mortality and scavenging rates within an urban landscape. The Wilson Journal of Ornithology 128:355-367.

Brown, B. B., L. Hunter, and S. Santos. 2020. Bird-window collisions: different fall and winter risk and protective factors. PeerJ 8:e9401 http://doi.org/10.7717/peerj.9401

Brown, K., K. S. Smallwood, J. Szewczak, and B. Karas. 2016. Final 2012-2015 Report Avian and Bat Monitoring Project Vasco Winds, LLC. Prepared for NextEra Energy Resources, Livermore, California.

Burghardt, K. T., D. W. Tallamy, and W. G. Shriver. 2008. Impact of native plants on bird and butterfly biodiversity in suburban landscapes. Conservation Biology 23:219-224.

CDFW (California Department of Fish and Wildlife). 2012. Staff report on burrowing owl mitigation. Sacramento, California.

CDFW (California Department of Fish and Wildlife). 2018. Protocols for surveying and evaluating impacts to special status native plant populations and sensitive natural communities. https://nrm.dfg.ca.go

CDFW (California Department of Fish and Wildlife). 2023. Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species.

CDFW. 2024. Petition evaluation for Western Burrowing Owl (*Athene cunicularia hypugaea*). Report to the Fish and Game Commission, August 2024. Sacramento, California.

Calvert, A. M., C. A. Bishop, R. D. Elliot, E. A. Krebs, T. M. Kydd, C. S. Machtans, and G. J. Robertson. 2013. A synthesis of human-related avian mortality in Canada. Avian Conservation and Ecology 8(2): 11. http://dx.doi.org/10.5751/ACE-00581-080211

City of Portland Bureau of Environmental Services and Portland Audubon. 2020. Collisions at the Columbia Building: A synthesis of pre- and post-retrofit monitoring. Environmental Services of City of Portland, Oregon.

Davy, C. M., A. T. Ford, and K. C. Fraser. 2017. Aeroconservation for the fragmented skies. Conservation Letters 10(6): 773–780.

Diehl, R. H., A. C. Peterson, R. T. Bolus, and D. Johnson. 2017. Extending the habitat concept to the airspace. USGS Staff -- Published Research. 1129. https://digitalcommons.unl.edu/usgsstaffpub/1129

Dunn, E. H. 1993. Bird mortality from striking residential windows in winter. Journal of Field Ornithology 64:302-309.

Forman, T. T., D. Sperling, J. A. Bisonette, A. P. Clevenger, C. D. Cutshall, V. H. Dale, L. Fahrig, R. France, C. R. Goldman, K. Heanue, J. A. Jones, F. J. Swanson, T. Turrentine, and T. C. Winter. 2003. Road Ecology. Island Press, Covello, California.

Gelb, Y. and N. Delacretaz. 2009. Windows and vegetation: Primary factors in Manhattan bird collisions. Northeastern Naturalist 16:455-470.

Goddard, M. A., A. J. Dougill, and T. G. Benton. 2009. Scaling up from gardens: biodiversity conservation in urban environments. Trends in Ecology and Evolution 25:90-98. doi:10.1016/j.tree.2009.07.016

Gómez-Moreno, V. del C., J. R. Herrera-Herrera, and S. Niño-Maldonado. 2018. Bird collisions in windows of Centro Universitario Victoria, Tamaulipas, México. Huitzil, Revista Mexicana de Ornitología 19(2): 227-236. https://doi.org/10.28947/hrmo.2018.19.2.347

Hager, S. B., H. Trudell, K. J. McKay, S. M. Crandall, and L. Mayer. 2008. Bird density and mortality at windows. Wilson Journal of Ornithology 120:550-564.

Hager S. B., B. J. Cosentino, K J. McKay, C. Monson, W. Zuurdeeg, and B. Blevins. 2013. Window area and development drive spatial variation in bird-window collisions in an urban landscape. PLoS ONE 8(1): e53371. doi:10.1371/journal.pone.0053371

Hall, L. S., P. R. Krausman, and M. L. Morrison. 1997. "The habitat concept and a plea for standard terminology." Wildlife Society Bulletin 25:173-82.

Johnson, R. E., and G. E. Hudson. 1976. Bird mortality at a glassed-in walkway in Washington State. Western Birds 7:99-107.

Kahle, L. Q., M. E. Flannery, and J. P. Dumbacher. 2016. Bird-window collisions at a west-coast urban park museum: analyses of bird biology and window attributes from Golden Gate Park, San Francisco. PLoS ONE 11(1):e144600 DOI 10.1371/journal.pone.0144600.

Klem, D., Jr. 1989. Bird-window collisions. Wilson Bulletin 101:606-620.

Klem, D., Jr. 1990. Collisions between birds and windows: mortality and prevention. Journal of Field Ornithology 61:120-128.

Klem, D., Jr. 2009. Preventing bird-window collisions. The Wilson Journal of Ornithology 121:314-321.

Klem, D., Jr. 2010. Avian mortality at windows: the second largest human source of bird mortality on earth. Pages 244-251 in Proc. Fourth Int. Partners in Flight Conference: Tundra to Tropics.

Klem, D., Jr. 2011. Evaluating the effectiveness of Acopian Birdsavers to deter or prevent bird-glass collisions. Unpublished report.

Klem, D., Jr. and P. G. Saenger. 2013. Evaluating the effectiveness of select visual signals to prevent bird-window collisions. The Wilson Journal of Ornithology 125:406–411.

Klem, D. Jr., C. J. Farmer, N. Delacretaz, Y. Gelb and P. G. Saenger. 2009. Architectural and landscape risk factors associated with bird-glass collisions in an urban environment. Wilson Journal of Ornithology 121:126-134.

Kunz, T. H., S. A. Gauthreaux Jr., N. I. Hristov, J. W. Horn, G. Jones, E. K. V. Kalko, R. P. Larkin, G. F. McCracken, S. M. Swartz, R. B. Srygley, R. Dudley, J. K. Westbrook, and M. Wikelski. 2008. Aeroecology: probing and modelling the aerosphere. Integrative and Comparative Biology 48:1-11. doi:10.1093/icb/icn037

Lerman, S. B. and P. S. Warren. 2011. The conservation value of residential yards: linking birds and people. Ecological Applications 21:1327-1339.

Loss, S. R., T. Will, S. S. Loss, and P. P. Marra. 2014. Bird–building collisions in the United States: Estimates of annual mortality and species vulnerability. The Condor: Ornithological Applications 116:8-23. DOI: 10.1650/CONDOR-13-090.1

Loss, S. R., T. Will, and P. P. Marra. 2014. Estimation of bird-vehicle collision mortality on U.S. roads. Journal of Wildlife Management 78:763-771.

Loss, S. R., S. Lao, J. W. Eckles, A. W. Anderson, R. B. Blair, and R. J. Turner. 2019. Factors influencing bird-building collisions in the downtown area of a major North American city. PLoS ONE 14(11): e0224164. https://doi.org/10.1371/journal.pone.0224164

Machtans, C. S., C. H. R. Wedeles, and E. M. Bayne. 2013. A first estimate for Canada of the number of birds killed by colliding with building windows. Avian Conservation and Ecology 8(2):6. http://dx.doi.org/10.5751/ACE-00568-080206

Mendelsohn, M., W. Dexter, E. Olson, and S. Weber. 2009. Vasco Road wildlife movement study report. Report to Contra Costa County Public Works Department, Martinez, California.

Miller, J. 2024. Petition Before the California Fish and Game Commission to list California populations of the Western Burrowing Owl (*Athene cunicularia hypugaea*) as Endangered or Threatened Under the California Endangered Species Act. Center for Biological Diversity, Defenders of Wildlife, Burrowing Owl Preservation Society, Santa Clara Valley Audubon Society, Urban Bird Foundation, Central Valley Bird Club, San Bernardino Valley Audubon Society.

Morrison, M. L., B. G. Marcot, and R. W. Mannan. 1998. Wildlife-Habitat Relationships: Concepts and Applications. 2nd edition. University of Wisconsin Press Madison, WI.

Narango, D. L., D. W. Tallamy, and P. P. Marra. 2017. Native plants improve breeding and foraging habitat for an insectivorous bird. Biological Conservation 213:42-50.

Ocampo-Peñuela, N., R. S. Winton, C. J. Wu, E. Zambello, T. W. Wittig and N. L. Cagle . 2016. Patterns of bird-window collisions inform mitigation on a university campus. PeerJ4:e1652;DOI10.7717/peerj.1652

O'Connell, T. J. 2001. Avian window strike mortality at a suburban office park. The Raven 72:141-149.

Orff, K., H. Brown, S. Caputo, E. J. McAdams, M. Fowle, G. Phillips, C. DeWitt, and Y. Gelb. 2007. Bird-safe buildings guidelines. New York City Audubon, New York.

Parkins, K. L., S. B. Elbin, and E. Barnes. 2015. Light, glass, and bird–building collisions in an urban park. Northeastern Naturalist 22:84-94.

Porter, A., and A. Huang. 2015. Bird collisions with glass: UBC pilot project to assess bird collision rates in Western North America. UBC Social Ecological Economic Development Studies (SEEDS) Student Report. Report to Environment Canada, UBC SEEDS and UBC BRITE.

Riding, C. S., T. J. O'Connell, and S. R. Loss. 2020. Building façade-level correlates of bird–window collisions in a small urban area. The Condor: Ornithological Applications 122:1–14.

Rössler, M., E. Nemeth, and A. Bruckner. 2015. Glass pane markings to prevent bird-window collisions: less can be more. Biologia 70: 535—541. DOI: 10.1515/biolog-2015-0057

Rosenberg, K. V., A. M. Dokter, P. J. Blancher, J. R. Sauer, A. C. Smith, P. A. Smith, J. C. Stanton, A. Panjabi , L. Helft , M. Parr, and P. P. Marra. 2019. Decline of the North American avifauna. Science 10.1126/science.aaw1313 (2019).

Sabo, A. M., N. D. G. Hagemeyer, A. S. Lahey, and E. L. Walters. 2016. Local avian density influences risk of mortality from window strikes. PeerJ 4:e2170; DOI 10.7717/peerj.2170

San Francisco Planning Department. 2011. Standards for bird-safe buildings. San Francisco Planning Department, City and County of San Francisco, California.

Santos, S. M., F. Carvalho, and A. Mira. 2011. How long do the dead survive on the road? Carcass persistence probability and implications for road-kill monitoring surveys. PLoS ONE 6(9): e25383. doi:10.1371/journal.pone.0025383

Schneider, R. M., C. M. Barton, K. W. Zirkle, C. F. Greene, and K. B. Newman. 2018. Year-round monitoring reveals prevalence of fatal bird-window collisions at the Virginia Tech Corporate Research Center. *PeerJ* 6:e4562 https://doi.org/10.7717/peerj.4562

Sheppard, C., and G. Phillips. 2015. Bird-friendly building design, 2nd Ed., American Bird Conservancy, The Plains, Virginia.

Shuford, W. D., and T. Gardali, [eds.]. 2008. California bird species of special concern: a ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California.

Smallwood, K.S. 2002. Habitat models based on numerical comparisons. Pages 83-95 *in* Predicting species occurrences: Issues of scale and accuracy, J. M. Scott, P. J. Heglund, M. Morrison, M. Raphael, J. Haufler, and B. Wall, editors. Island Press, Covello, California.

Smallwood, K. S., and N. L. Smallwood. 2023. Measured effects of anthropogenic development on vertebrate wildlife diversity. Diversity 15, 1037. https://doi.org/10.3390/d15101037.

Smallwood, N.L. and E.M. Wood. 2022. The ecological role of native plant landscaping in residential yards to urban wildlife. Ecosphere 2022;e4360.

Sogge, M. K., D. Ahlers, and S. J. Sferra. 2010. A natural history summary and survey protocol for the southwestern willow flycatcher: U.S. Geological Survey Techniques and Methods 2A-10, 38 p.

Somerlot, K. E. 2003. Survey of songbird mortality due to window collisions on the Murray State University campus. Journal of Service Learning in Conservation Biology 1:1–19.

Sørenson, T. 1948. A method of establishing groups of equal amplitude in plant sociology based on similarity of species content. K. Dan. Vidensk. Selsk. Skr. 5:1–34.

Tallamy, D.W. 2020. Nature's Best Hope: A New Approach to Conservation that Starts in Your Yard. Timber Press.

Van Doren, B. M., D. E. Willardb, M. Hennenb, K. G. Hortonc, E. F. Stubera, D. Sheldond, A. H. Sivakumare, J. Wanga, A. Farnswortha, and B. M. Winger. 2021. Drivers of fatal bird collisions in an urban center. Proceedings of the National Academy of Sciences 118 (24). e2101666118

Wood, E. M., and S. Esaian. 2020. The importance of street trees to urban avifauna. Ecological Applications. 0:e02149.

EXHIBIT B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Paul E. Rosenfeld, PhD
(310) 795-2335
prosenfeld@swape.com

January 29, 2025

Richard Drury
Lozeau | Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94618

Subject: Comments on the Oxnard Pointe Apartments Project (SCH No. 2000011025)

Dear Mr. Drury,

We have reviewed the December 2024 Staff Report ("Staff Report") for the Oxnard Pointe Apartments Project ("Project") located in the City of Santa Clarita. The Project requests approval to construct a 546,524-square-foot building which would include 280 dwelling units and 490 parking spaces on a 4.85-acre site.

Our review concludes that the Staff Report does not adequately evaluate the Project's air quality and greenhouse gas ("GHG") impacts. Emissions associated with construction and operation of the proposed Project therefore may be underestimated and insufficiently addressed. A full California Environmental Quality Act ("CEQA") analysis should be prepared to adequately assess and mitigate the potential air quality and GHG impacts that the project may have on the environment.

Air Quality

Failure to Implement All Feasible Mitigation Measures to Reduce Operational ROC and NO_x Emissions

The Staff Report relies on the April 2002 RiverPark Final Environmental Impact Report ("FEIR") and its addendums to conclude that the Project would be exempt from additional environmental review (p. 3). The most recent addendum, the December 2021 Addendum No. 15 ("Addendum"), claims that the proposed Project would result in emissions that exceed the Ventura County Air Pollution Control District ("VCAPCD") significance criteria for daily and annual reactive organic compounds ("ROC") and nitrogen oxides ("NO_x") emissions (see excerpt below) (p. 3.0-22, Table 9).

EXHIBIT C

January 29, 2025

Tom Brohard and Associates

Richard Drury, Attorney at Law
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

SUBJECT: Pointe Apartments – Transportation Issues and Deficiencies

Dear Mr. Drury:

As requested, Tom Brohard, P.E., has reviewed the December 17, 2024, Directors Report for the Proposed Pointe Apartments Project. I have also reviewed transportation portions of the 2004 Final Environmental Impact Report (Final EIR) for the RiverPark Specific Plan (Specific Plan) Project in the City of Oxnard. Furthermore, I focused on the October 2001 Traffic Analysis for the RiverPark Project prepared by Crain & Associates, which served as the technical basis for the Traffic Analysis in the 2004 Final EIR. I have also reviewed the City of Oxnard CEQA Significance Threshold Guidelines adopted by the City Council on December 3, 2024.

In summary, numerous changes in land use within the Project Subareas assumed in the original Final EIR for RiverPark have been made. The many Specific Plan amendments are difficult to follow as the modifications have not been clearly identified or summarized. While the stated intent of the adopted process was to facilitate land use changes within the RiverPark Specific Plan, it is not possible to quickly and easily determine how the currently amended overall plan compares to the originally approved RiverPark Specific Plan. Further study is needed to determine if the amended Specific Plan developments will be mitigated by the measures in the 2004 Final EIR.

In regard to the Proposed Pointe Apartments Project, there are a number of issues and deficiencies in the Directors Report that are pointed out in this letter. Each of these must be addressed through further study before this Project receives further consideration by the City of Oxnard decision makers.

Education and Experience

Since receiving a Bachelor of Science in Engineering from Duke University in Durham, North Carolina in 1969, I have gained over 55 years of professional traffic engineering and transportation planning experience. I am licensed as a Professional Civil Engineer both in California and Hawaii and as a Professional Traffic Engineer in California. I formed Tom Brohard and Associates in 2000 and have served many diverse communities as the City Traffic Engineer and/or the Transportation Planner. During my career in both

81905 Mountain View Lane, La Quinta, California 92253-7611
Phone (760) 398-8885
Email tbrohard0@gmail.com

the public and private sectors, I have reviewed numerous environmental documents and traffic studies for various projects as shown in a brief summary of my experience in the enclosed resume.

Issues and Deficiencies in the December 17, 2024 Directors Report

According to the December 17, 2024 Directors Report, the original Specific Plan allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development. Since adoption of the original Specific Plan, the Directors Report states there have been seven addendums and amendments, and the current Specific Plan would now allow for up to 4,068 dwelling units and 2,098,000 square feet of commercial development.

The Pointe Apartments Project being considered within the RiverPark Specific Plan would allow the construction of 280 apartments and 490 parking spaces in District C. The following erroneous and unsupported statements appear in the second paragraph on Page 3 within the Environmental Determination in the Directors Report for the Pointe Apartments:

1) "Mitigation measures identified in FEIR and the subsequent addendums have been included as conditions of approval." To the contrary, none of the conditions of approval or the mitigation measures are identified in the December 17, 2024 Directors Report for The Pointe Apartments Project.

2) "Since certification of FEIR No.00-03 and approval of the subsequent addendums, there have been no substantial changes proposed for the RiverPark project." This statement is false as there have been at least seven addendums. In fact, there may have been at least 15 amendments based on the addendum numbering presented in the current Final EIR.

3) "No substantial changes have occurred under which the RiverPark project is being undertaken." However, no documentation such as a summary table comparing development changes in each Specific Plan area has been provided to back up this claim.

4) "No new information of substantial importance to the RiverPark project has become available." However, this conclusory statement cannot be supported by the Final EIR, its seven+ addendums, and the current requirements for transportation analyses of VMT (vehicle miles traveled) now identified in the California Environmental Quality Act, CEQA.

5) "As the proposed use and development is consistent with the development anticipated under the RPSP, the Project necessitates neither

changes nor additions to FEIR No. 00-03 including the subsequent addendums." This statement is not supported by any analysis or comparisons among what development was originally proposed as well as the numbers of vehicle trips would be expected from the land use types and quantities now proposed. Without this additional work, the claim that the proposed use and development is unsupported.

6) "Therefore, no additional environmental review is required..." With the numerous Specific Plan Amendments including changes in land use types and quantities, and without any supporting evidence to the contrary, the conclusion is unfounded and unsupported.

The December 17, 2024 Directors Report fails to provide a current scorecard of land use changes, and the corresponding trip increases and decreases resulting from each addendum in comparison to the 2001 Traffic Analysis for the RiverPark Specific Plan. This must be provided, and further study must be made to determine if the numerous land use changes for the numerous addendums as well as the Pointe Apartments will result in significant traffic impacts that require additional mitigation measures.

Transportation Issues and Deficiencies

There have been major changes in the transportation analysis of development projects since the City's adoption of the Final EIR in 2004, over 20 years ago. Merely the passage of time renders the 2001 Traffic Analysis of the RiverPark Project obsolete. Furthermore, ever-changing development components within the Specific Plan have occurred since 2001 with numerous Final EIR addendums.

In addition to the numerous issues and deficiencies in the Directors Report as pointed out above, significant traffic impacts have not been identified for the current Specific Plan. Simultaneously, CEQA transportation analyses have been changed to focus on vehicle miles traveled (VMT) rather than calculation of delay and level of service (LOS).

On December 3, 2024, the City Council adopted Resolution Number 15,838 which establishes City of Oxnard CEQA Significance Threshold Guidelines. While the City requires analyses of both LOS as well as VMT, no updates of the 20+ year old LOS analysis have been provided and VMT has not been calculated for the Pointe Apartments. Updating and comparison of prior significant impact results as well as new analyses under currently adopted methodology are required to comply with the City's December 3, 2024 Significance Threshold Guidelines.

Attachment C to the City's CEQA Significance Threshold Guidelines, the SB743 VMT Implementation in Oxnard Memorandum prepared by Fehr & Peers, provides direction and methodology for calculation of VMT for development projects. From my review of this document, the Pointe Apartments cannot be screened out of a VMT analysis will generate many more than 110 daily trips. Using trip generation rates of 8.01 daily trips for multi-family units from the 2001 Traffic Analysis, the proposed project with 280 apartments would be expected to generate about 2,240 daily vehicle trips. Based upon this, a VMT analysis for the project is required. The analysis will also be required to provide mitigation measures resulting in how VMT of at least 15% below the Ventura County average will be achieved.

Further comments regarding the necessary updating of the traffic analysis using VMT as well as updating LOS are as follows:

1) Traffic Methodology Changed To VMT for CEQA – With the passage of SB 743 several years ago, the California Environmental Quality Act (CEQA) now requires analysis of vehicle miles traveled (VMT) created by development projects. On July 17, 2024, Fehr & Peers provided a SB743 Implementation Plan Memorandum to the City of Oxnard Community Development Department. This document is included as Attachment C to the City of Oxnard CEQA Significance Threshold Guidelines adopted by the City Council on December 3, 2024.

   Page 15 of the Memo states "It is recommended that the significance thresholds be set at 15% below the applicable Existing VMT metric for Ventura County." Accordingly, the transportation analysis for the Pointe Apartments must provide enforceable mitigation measures as conditions of approval to comply with the required VMT reduction of 15% or more below the existing VMT metric for Ventura County.

2) Outdated LOS Traffic Analysis – The traffic analysis in the 2004 Final EIR for the RiverPark Project is based upon traffic counts taken and traffic volumes measured in 2000 and used in the 2001 Traffic Analysis. Significant traffic impacts in the Traffic Analysis were identified based upon congestion and delay using the Level of Service (LOS) methodology.

   Traffic volumes from 2000 evaluated on local roadways serving the RiverPark Project do not reflect current traffic volumes. Today's traffic volumes must be measured and analyzed to evaluate, update, and properly identify the Pointe Apartments Project's significant traffic impacts and the appropriate mitigation measures. According to Page 15 of the July 17, 2024, Fehr & Peers SB743 Implementation Plan Memorandum, "...the City of Oxnard desires to continue to use this metric to evaluate land development projects outside of CEQA and

as required by the City's 2030 General Plan. This should be specified in the City's Traffic Impact Analysis Guidelines."

Summary and Conclusions

As discussed in this letter, much has changed in the last 20 years in the evaluation of development and potentially significant traffic impacts. In addition, the City of Oxnard CEQA Significance Threshold Guidelines adopted December 3, 2024 require further study, analysis, and revised/updated mitigation measures to address the transportation deficiencies and other inadequacies in the Directors Report for the Proposed Pointe Apartments Project within the RiverPark Specific Plan.

If you have questions regarding these comments, please contact me at your convenience.

Respectfully submitted,

Tom Brohard and Associates

Tom Brohard, PE
Principal

Enclosure
- Resume

Tom Brohard, PE

Licenses: 1975 / Professional Engineer / California – Civil, No. 24577
1977 / Professional Engineer / California – Traffic, No. 724
2006 / Professional Engineer / Hawaii – Civil, No. 12321

Education: 1969 / BSE / Civil Engineering / Duke University

Experience: 55+ Years

Memberships: 1977 / Institute of Transportation Engineers – Fellow, Life
1978 / Orange County Traffic Engineers Council - Chair 1982-1983
1981 / American Public Works Association – Life Member

Tom is a recognized expert in the field of traffic engineering and transportation planning. His background also includes responsibility for leading and managing the delivery of various contract services to numerous cities in Southern California.

Tom has extensive experience in providing transportation planning and traffic engineering services to public agencies. In addition to conducting traffic engineering investigations for Los Angeles County from 1972 to 1978, he has previously served as City Traffic Engineer in the following communities:

- Bellflower ..... 1997 - 1998
- Bell Gardens ..... 1982 - 1995
- Big Bear Lake..... 2006 - 2015
- Indio..... 2005 - 2019
- Huntington Beach ..... 1998 - 2004
- Lawndale..... 1973 - 1978
- Los Alamitos ..... 1981 - 1982
- Oceanside..... 1981 - 1982
- Paramount ..... 1982 - 1988
- Rancho Palos Verdes ..... 1973 - 1978
- Rolling Hills ..... 1973 - 1978, 1985 - 1993
- Rolling Hills Estates ..... 1973 - 1978, 1984 - 1991
- San Fernando..... 2004 - Present
- San Marcos..... 1981
- Santa Ana ..... 1978 - 1981
- Westlake Village ..... 1983 - 1994

During these assignments, Tom has supervised City staff and directed other consultants including traffic engineers and transportation planners, traffic signal and street lighting personnel, and signing, striping, and marking crews. He has secured over $10 million in grant funding for various improvements. He has managed and directed many traffic and transportation studies and projects. While serving these communities, he has personally conducted investigations of hundreds of citizen requests for various traffic control devices. Tom has also successfully presented numerous engineering reports at City Council, Planning Commission, and Traffic Commission meetings in these and other municipalities.

In his 14 years of service to the City of Indio, Tom accomplished the following:

- Oversaw preparation and adoption of the 2008 Circulation Element Update of the General Plan including development of Year 2035 buildout traffic volumes, revised and simplified arterial roadway cross sections, and reduction in acceptable Level of Service criteria under certain conditions.

- Oversaw preparation of fact sheets/design exceptions to reduce shoulder widths on Jackson Street and on Monroe Street over I-10 as well as justifications for protected-permissive left turn phasing at I-10 on-ramps, the first such installations in Caltrans District 8 in Riverside County; reviewed plans and provided assistance during construction of both $2 million projects to install traffic signals and widen three of four ramps at these two interchanges under Caltrans encroachment permits.

- Reviewed traffic signal, signing, striping, and work area traffic control plans for the County's $45 million I-10 Interchange Improvement Project at Jefferson Street.

- Reviewed traffic impact analyses for Project Study Reports evaluating different alternatives for buildout improvements of the I-10 Interchanges at Jefferson Street, Monroe Street, Jackson Street and Golf Center Parkway.

- Oversaw preparation of plans, specifications, and contract documents and provided construction assistance for over 70 traffic signal installations and modifications.

- Reviewed and approved over 2,000 work area traffic control plans as well as signing and striping plans for all City and developer funded roadway improvement projects.

- Oversaw preparation of a City-wide traffic safety study of conditions at all schools.

- Obtained $47,000 grant from the California Office of Traffic Safety and implemented the City's Traffic Collision Database System. Annually reviews "Top 25" collision locations and provides traffic engineering recommendations to reduce collisions.

- Prepared over 1,500 work orders directing City forces to install, modify, and/or remove traffic signs, pavement and curb markings, and roadway striping.

- Oversaw preparation of engineering and traffic surveys to establish enforceable speed limits on over 500 street segments.

- Reviewed and approved traffic impact studies for more than 35 major projects and special events including the annual Coachella and Stagecoach Music Festivals.

- Developed and implemented the City's Golf Cart Transportation Program.

Since forming Tom Brohard and Associates in 2000, Tom has reviewed many traffic impact reports and environmental documents for various development projects. He has provided expert witness services and also prepared traffic studies for public agencies and private sector clients.

EXHIBIT D

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

January 30, 2025

Richard Drury
Lozeau | Drury LLP
1939 Harrison St., Suite 150
Oakland, CA 94612
P: 510.836.4200

SUBJECT: Pointe Apartments Oxnard
Comments on the Noise Analysis

Dear Mr. Drury,

Per your request, we have reviewed Pointe Apartments project in Oxnard, California. The proposed project includes the construction of a new 4-story 546,524 square-foot apartment building containing 280 residential dwelling units. The Project is surrounded by multi-family residences to the north (Clearwater at Riverpark) and the east (Serenade at Riverpark) of the project site. The current land is undeveloped.

Wilson Ihrig is an acoustical consulting firm that has practiced exclusively in the field of acoustics since 1966. During our almost 58 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CadnaA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

Adverse Effects of Noise[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA

[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://www.who.int/publications/i/item/a68672

higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes), and it makes reading, paying attention, solving problems, and memorizing more difficult. Therefore, there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments. One societal change brought about by the COVID-19 pandemic is that many people now routinely work and learn from home, and this has given rise to more noise complaints from loud activities such as construction work.

Introduction

Under Section 15183 of the California Code, a project that is consistent with development density established by a General Plan for which an EIR has been certified is exempt from CEQA review except for project-specific impacts peculiar to the project or project site.

Per 15183(f), an impact is not considered peculiar if uniformly applied development standards or policies have been previously adopted by the City with a finding that the development standards or policies would substantially mitigate the impact when applied to future projects, unless substantial new information shows otherwise.

This site in Oxnard is governed by the Draft Environmental Impact Report for the Riverpark Project, (DEIR)[2]. Section 4.9 of this document details the noise analysis for this planning area.

On page 4.9.13, the DEIR states "it is reasonable to infer that construction activities adjacent to sensitive receptors would exceed the thresholds for construction noise and result in a significant impact." The DEIR then lists noise Mitigation Measures 1 through 7 for construction noise [page 4.9-22]. These are best practices for construction and design guidelines. None of these Mitigation Measures is guaranteed to reduce construction noise below applicable project thresholds, as summarized below:

- Measure 4.9-1 limits construction to daytime hours, which does not reduce daytime noise.

[2] SCH # 2000051046

- Measure 4.9-2 requires staging equipment to be located far from sensitive receivers, which reduces unnecessary noise, but does not eliminate worst-case scenarios.
- Measure 4.9-3 states that equipment should be fitted with modern sound-reduction equipment. While this is a good general best practice, modern noise databases assume equipment with modern mufflers, making this an insufficient mitigation measure without a required report to show that source levels have been sufficiently reduced.
- Measure 4.9-4 implements a pre-construction notification system, logical equipment staging, and shutting off of idling equipment. Strategic staging and removing unnecessary idling will reduce the length of unnecessary noise impacts, but will not mitigate the worst-case construction noise scenarios when necessary activities occur adjacent to sensitive uses. Community notifications are a good idea, but will not affect noise levels.
- Measure 4.9-5 requires temporary sound barriers for the El Rio West neighborhood. The worst-case receivers here are apartment buildings not in the El Rio West neighborhood, so this measure is not applicable.
- Measure 4.9-6 recommends locating noise-generating operational noise sources away from sensitive areas. This is a highly effective noise reduction strategy, but there are no requirements, thus this is not an enforceable mitigation measure.
- Measure 4.9-7 requires an acoustical study for a ballpark, which is not applicable to this project.

Thus, the significant impact identified in the DEIR is not mitigated below thresholds. We believe that this project has the potential to result in a significant increase in noise and vibration, and thus a detailed analysis is required, as detailed in this letter.

Baseline Noise Not Established

CEQA requires evaluation of whether a project would cause a 'substantial temporary or permanent increase in ambient noise levels.' Without knowing how loud the environment is, it is impossible to determine if the new project will increase noise in the surrounding community. Baseline noise measurements are the preferred way to determine background noise sources. These measurements serve as a crucial reference point for evaluating the potential noise impacts of proposed projects or activities. Without establishing the baseline noise conditions before any new development occurs, decision-makers cannot effectively determine whether the project complies with noise regulations, nor identify any potential adverse effects on the surrounding environment and communities. Given the proximity to multiple noise sources in a highly-developed area - The Collection shopping mall, highway 101, and local streets - noise levels should be physically measured to be accurately determined.

Construction Noise Impacts are Potentially Significant

To estimate construction noise, the Federal Highway Administration's Roadway Construction Noise Model (RCNM)[3] was used for this analysis. Typically, multiple pieces of equipment are used in a construction noise analysis, based on a realistic estimation of a construction environment where

[3] https://www.fhwa.dot.gov/ENVIRonment/noise/construction_noise/rcnm/rcnmcover.cfm

multiple activities occur simultaneously. Up to three pieces of equipment were modeled at once as a conservative estimate, based on typical construction procedures and timelines. The one exception to this was pile driving, which is a typically more intense procedure than most construction methods. Default RCNM usage factors, or the percentage of time the equipment generally operates, were used for all pieces of analyzed equipment. Source levels typically used in a construction noise analysis are shown in **Error! Reference source not found.** The results of this analysis are shown in Table 2 at both multifamily residences bordering the project site, Clearwater at Riverpark to the north and Serenade at Riverpark to the west.

Table 1: Typical Construction Equipment Noise Levels

Equipment	Lmax Sound Level at 50 feet (dBA)	Utilization %
Backhoe	77.6	40%
Compactor (ground)	80.0	20%
Compressor (air)	78.0	40%
Concrete Mixer Truck	79.0	40%
Concrete Pump Truck	81.0	20%
Concrete Saw	89.6	20%
Crane	81.0	16%
Dozer	81.7	40%
Excavator	80.7	40%
Forklift	75.0	10%
Pneumatic Tools	85.0	50%
Generator	81.0	50%
Mounted Impact Hammer (hoe ram)	90.0	20%
Impact Pile Driver	95.0	20%
Front End Loader	79.0	40%
Paver	77.0	50%
Roller	80.0	20%
Tractor	84.0	40%
Welder / Torch	73.0	40%
Source: RCNM 1.1		

Table 2: Modeled Noise Levels from the Proposed Project and Nearest Sensitive Receiver

Noise Source(s)	Distance Construction to Receiver (ft)		Modeled Noise Level (dBA)	
	Clearwater	Serenade	Clearwater	Serenade
Impact Pile Driver	125	105	86	88
Concrete Saw + Pneumatic Tools	125	105	77	79
Excavator+ Dozer + Tractor	90	65	78	81
125 and 105 represent the closest distance from building construction to receivers, while 90 and 65 represent the closest site grading activities will come to receivers.				

The City of Oxnard General Plan[4] section 7-188 exempts construction noise from all city noise provisions as long as construction hours are from 7am to 6pm Monday through Saturday. In the absence of City Noise Ordinance construction noise daytime limits, the applicant should set thresholds based on other similar documents. There clearly is some level where permanent hearing damage, extreme annoyances, and other adverse effects would occur from construction noise, even considering its short-term nature. For example, the County of Los Angeles code has a construction noise limit of 75 dBA[5]. Certainly this level has no jurisdiction for this project, but it does show that other government agencies and other municipalities do consider daytime construction noise. It is the responsibility of the project applicant to find an applicable guideline to use and determine if noise levels will create an adverse impact on the community. If the applicant finds, chooses, and properly cites another threshold that they feel is more appropriate, it is within their right to do so. Many such thresholds are based on ambient noise levels, based on CEQA requirements to study increases in existing conditions. Either way, the city applicant must be revised to include such a threshold to evaluate, identify, and potentially mitigate construction noise impacts.

All three modeled scenarios yield noise levels that match or exceed the recommended 75 dBA construction noise guideline at both receivers. As it currently stands, this is an exceedance of the recommended construction noise threshold which would require mitigation, such as a temporary soundwall. A study should be developed, consistent with Oxnard General Plan Policy SH-6.4[6] that shows how implementation of recommended barriers reduce noise levels below significance limits.

Operational Noise Impacts are Potentially Significant

Operational noise from the project may represent long-term changes in the surrounding noise environment for nearby receptors. Typically, operational noise sources can include rooftop mechanical units and noise from outdoor spaces and balconies. The DEIR acknowledges operational noise can be an issue, requiring an acoustical study for a potential baseball stadium in mitigation measure 4.9-7.

Operational noise limits are not presented in the DEIR, but the City of Oxnard provides guidance in its noise code. In section 7-815 of the Municipal Code, daytime noise limits are set at 55 dBA, and nighttime limits are set at 50 dBA.

In order to model the noise, the following assumptions were used:

- Mechanical equipment, such as HVAC units, can generate sound power levels as high as 91 dBA[7].
- The HVAC units are 10 feet behind the edge of the building.
- Three units were assumed, 10 feet apart
- 5 dB of reduction was assumed from a rooftop parapet
- HVAC systems may run 30 minutes in an hour period

[4] https://codelibrary.amlegal.com/codes/oxnard/latest/oxnard_ca/0-0-0-68595
[5] https://codelibrary.amlegal.com/codes/los_angeles/latest/lamc/0-0-0-193925
[6] https://www.oxnard.gov/wp-content/uploads/Oxnard-2030-General-Plan-Amend-12.2022-SMc.pdf
[7] https://www.americanstandardair.com/content/dam/Trane/en-engineer/products/rooftopunits/Voyager/Voyager%20III/RT-PRC022-E4_0513.pdf, page 23

Based on the above assumptions, the potential nighttime operational noise levels are shown in Table 3

Table 3: Predicted Project Operational Noise Levels

Receiver	Modeled Noise Level (dBA)	Daytime/Nighttime Noise Criteria	Exceedance
Clearwater	47	50/45	No/yes
Serenade	49	50/45	No/yes

The project has the potential to result in significant operational noise levels, which should be considered in a noise study, as required by CEQA law. This noise study should determine potential mitigation measures, such as shielding of the HVAC units' noise emissions, to reduce community exposure to excessive noise. The noise study must also measure ambient noise levels and determine if the increase over ambient levels would be significant.

Construction Vibration Impacts are Potentially Significant

The study does not consider construction vibration. The City does not provide specific guidance for evaluating vibration from construction. There are separate criteria for evaluating building damage and human response. Caltrans[8] has provided guidance to evaluate potential impacts from construction activities. The Caltrans guideline for building response and vibration annoyance also have separate criteria for transient and continuous sources. These are summarized in Table 4 and Table 5. For the receivers closest to this project, Caltrans guidance limits the maximum peak particle vibration (PPV) to 0.5 in/sec for building damage and 0.04 in/sec PPV for human annoyance.

Table 4: Caltrans Vibration Damage Potential Criteria

Different Building Types	Transient Sources (in/sec PPV)	Continuous/Frequent Intermittent Sources (in/sec PPV)
Historic and some old buildings	0.5	0.25
Older residential structures	0.5	0.3
New residential structures	1.0	**0.5**

Table 5: Caltrans Vibration Annoyance Potential Criteria

Human Response	Transient Sources (in/sec PPV)	Continuous/Frequent Intermittent Sources (in/sec PPV)
Barely perceptible	0.04	0.01

[8] Caltrans, *Transportation and Construction Vibration Guidance Manual*, April 2020. Tables 19 and 20. (https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/tcvgm-apr2020-a11y.pdf)

Human Response	Transient Sources (in/sec PPV)	Continuous/Frequent Intermittent Sources (in/sec PPV)
Distinctly perceptible	0.25	**0.04**
Strongly perceptible	0.9	0.10
Severe	2.0	0.4

Using the following equation found in the Caltrans *Transportation and Construction Vibration Guidance Manual*, the vibration at the closest sensitive receivers can be calculated[9].

$$PPV_{Equipment}\ (Distance) = PPV_{Ref}\ (25/Distance)^{1.3}\ (in/sec)$$

Using the reference values presented in the Caltrans document, projected construction vibration levels can be modeled in Table 6.

Table 6: Construction Vibration Levels Compared to Proposed Thresholds

Equipment	Reference PPV (in/sec) at 25 ft[10]	PPV (in/sec) at 105 ft (Serenade)	PPV (in/sec) at 125 ft (Clearwater)	Vibration Threshold [a] PPV (in/sec)	Potential Impact?
Vibratory pile driving (typical range)	0.644	0.10	0.08	0.04	Yes

[a] Caltrans Distinctly Perceptible Human Response Level for Continuous/Frequent Intermittent Sources

Site preparation work could generate significant vibration impacts for human annoyance at buildings adjacent to the project site. Mitigation might not be sufficient to resolve these significant impacts. As such, an EIR should be produced to include a detailed study exploring alternative methods and mitigation, which could include banning pile driving activities.

Conclusions

The analysis includes several errors, including insufficient ambient noise measurements, failing to address the Project's cumulative increase in noise levels over the existing condition, and an inadequate assessment of constriction noise and vibration effects. Correcting these would potentially identify several significant impacts which require additional mitigation, or further study in a full EIR. Please feel free to contact me with any questions on this information.

Very truly yours,

WILSON IHRIG

Jack Meighan
Associate

[9] Caltrans, *Transportation and Construction Vibration Guidance Manual*, April 2020. Table 18 and Eq. 12.
[10] Caltrans, *Transportation and Construction Vibration Guidance Manual*, April 2020. Table 18.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO UPHOLD THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF OXNARD'S APPROVAL OF PLANNING AND ZONING PERMIT NO. 23-200-01 (DEVELOPMENT DESIGN REVIEW) TO ALLOW FOR THE CONSTRUCTION OF A 4-STORY, 280 UNIT (42 AFFORDABLE UNITS) APARTMENT BUILDING WITH 490 PARKING SPACES, LANDSCAPE AND INFRASTRUCTURE IMPROVEMENTS ON A 4.85 ACRE PROJECT SITE LOCATED AT 2801 NORTH OXNARD BLVD (APN: 132-0-110-315), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ANN WALSH, SHEA PROPERTIES, 2751 PARK VIEW COURT #261, OXNARD, CA 93036.

WHEREAS, the Community Development Director of the City of Oxnard ("Director") has considered an application for Planning and Zoning Permit No. 23-200-01, filed by Ann Walsh of Shea Properties on May 18, 2023, in accordance with Section 16-525 of the Oxnard City Code and the RiverPark Specific Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an environmental impact report (FEIR No. 00-03) was prepared to analyze potential impacts associated with the approval and the implementation of the *RiverPark Specific Plan* and the anticipated build out of the 701-acre specific plan site; and

WHEREAS, on July 16, 2002, the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted findings of fact, statement of overriding considerations and a mitigation monitoring and reporting program. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of the Riverpark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, on March 15, 2022 pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums; and

WHEREAS, on March 15, 2022, the City Council certified Addendum No. 15 to FEIR No. 00-03 and all subsequent Addendums and approved Planning and Zoning Permit No. 20-630-01 (Specific Amendment No. 7 to the Riverpark Specific Plan); and

WHEREAS, since certification of FEIR No. 00-03 and approval of subsequent addenda, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available; and in that the subject project necessitates no changes or additions to FEIR No. 00-03, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 of the State CEQA Guidelines; and

WHEREAS, on December 17, 2024, the Community Development Director of the City of Oxnard conducted a duly noticed public hearing to consider an application for Planning and Zoning Permit 23-200-01 (Development Design Review Permit), filed by Ann Walsh of Shea Properties in accordance with RPSP Section 7.9.2.2; and

WHEREAS, the Community Development Director has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Community Development Director determined after due study and deliberation that the public interest and general welfare required the approval of Development Design Review Permit PZ No. 23-200-01 for development of a 280 unit 4-story apartment Project located at 2801 N. Oxnard Blvd (APN: 132-0-110-315); and

WHEREAS, on December 17, 2024, the Community Development Director approved Resolution 23-200-01 to approve the Project; and

WHEREAS, the Appellant did not submit a comment letter for the Community Development Director's hearing; and

WHEREAS, the Appellant first provided notice to the Director and staff after the conclusion of the hearing on December 18, 2024 in a letter dated December 18, 2024 requesting noticing for the project; and

WHEREAS, on December 27, 2024, the Appellant filed a timely appeal pursuant to Section 16-525 of the Oxnard City Code ("OCC") of the Community Development Director's decision to approve Planning and Zoning Permit No 23-200-01; and

WHEREAS, on February 6, 2025, the Planning Commission conducted a duly noticed public hearing to consider the Appellant's Appeal of the Community Development Director's Decision to Approve Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit) in accordance with RPSP Section 7.9.2.5; and

WHEREAS, on February 6, 2025, the Planning Commission also reviewed all of the information provided in the staff report, attachments, environmental document, and considered the testimony given at the public hearing, including all written communications to the Community Development Director, as well as other pertinent information; and

WHEREAS, on February 6, 2025, the Planning Commission deliberated the merits of the Project and Appeal and made a motion to Deny the Appeal and uphold the Community Director's approval of Planning and Zoning Permit No. 23-200-01; and

WHEREAS, on February 6, 2024, the Planning Commission voted 4-0 (with three Commissioners absent), to adopt Resolution No. 2025-04; and

WHEREAS, on February 20, 2025, the Appellant appealed the Planning Commissions upholding of the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review) to the City Council; and

WHEREAS, on May 6, 2025, the City Council conducted a duly noticed public hearing to consider the Appellant's Appeal of the Planning Commission's decision to uphold the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review) in accordance with OCC 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the City Council finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof, the RiverPark Specific Plan, and the Oxnard City Code for the reasons set forth in the City Council Staff Report; and

WHEREAS, on May 6, 2025, the City Council reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission and City Council, as well as other pertinent information and appeal; and

WHEREAS, on May 6, 2025, the City Council deliberated the merits of the Project and Appeal and made a motion to Deny the Appeal and uphold the Planning Commission's upholding of the Community Director's approval of Planning and Zoning Permit No. 23-200-01; and

WHEREAS, the City Council finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend (with counsel selected by the City in its discretion) the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this Resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

(1) **The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

As described in the previous Staff Reports (Attachments 1-2 of Agenda Item M-2 of the May 6, 2025 City Council Agenda), the Applicant proposes the construction of a 280-unit apartment building with a centrally located parking structure, and related site improvements. The Project is within the RiverPark Specific Plan (RPSP) zone district which is consistent with the 2030 General Plan land use designation of Commercial Regional. As discussed in detail in the Director Hearing's Staff Report Section 6 and

the Project Consistency Analysis of the Director Hearing (both within Attachment 1of Agenda Item M-2 of the May 6, 2025 City Council Agenda), the Project, as designed and conditioned, meets all applicable development standards. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

(2) **The nature, condition and development of adjacent uses was considered, and such use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

Pursuant to the 2030 General Plan land use designation "Very High Residential/Commercial Regional," and the RiverPark Specific Plan (RPSP) zoning district, the proposed use of the project site as a residential apartment building is an allowed use. The surrounding uses are characterized by commercial uses, which are predominantly office and retail uses, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) **The site for the proposed use is adequate in size and shape to accommodate any yards, walls, fences, parking and loading facilities, landscaping and any items required as a condition of approval of this special use permit.**

As proposed and conditioned, the project will meet the development standards of the RiverPark Specific Plan to ensure that development is adequately proportional to the size of the property. The project site is a vacant 4.85-acre lot. Pursuant to the RiverPark Specific Plan, the Project has been designed to be consistent with the maximum building height, front, side and rear setbacks, lot coverage, parking standards, and roof top equipment standards. The building is located along Oxnard Blvd and fronts directly onto Oxnard Blvd, with its garage entry/exit on Clyde River Place. The Project meets all RiverPark Specific Plan Building Orientation and Use Guidelines. Pursuant to the City of Oxnard Landscape Standards, the proposed development includes landscaping within the front yard. Given these circumstances, the site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards.

(4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The project will be accessed via an access driveway on Clyde River Place. The parking structure will provide parking for 490 vehicles, while the requirement is only 348 parking spaces. The City bicycle and vehicle parking requirements are being met. The project has been conditioned to submit a draft Parking Management Plan

(PMP) that identifies how the parking shall be managed onsite, to avoid impacts to the surrounding developments. Therefore, the site will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic the proposed commercial building is anticipated to generate.

(5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The proposed project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the project site will be served by existing water and sewer lines. Therefore, the site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

SECTION 2. The project is within a Specific Plan area for which the City of Oxnard prepared the Environmental Impact Report (EIR), an Management Mitigation Monitoring and Reporting Program, and a Statement of Overriding Consideration for the Specific Plan pursuant to the California Environmental Quality Act (CEQA). The City Council, in compliance with CEQA Guidelines, finds that the proposed project is not subject to additional environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines. The City Council finds that the proposed project are activities covered by and within the scope of the approved by the FEIR No. 00-03 mitigation measures; FEIR No. 00-03 adequately describes the project for purposes of CEQA; and further environmental documentation is not required.

Therefore, in accordance with CEQA Guidelines §15162, the City Council finds that the project would not have effects that were not examined in the Specific Plan EIR because:

i. No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken, that will require major revisions to the Specific Plan EIR, due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no new information of substantial importance as that term is used in CEQA Guidelines §15162(a)(3).
ii. The project proponent does not refuse to implement any mitigation measures that were previously infeasible but are now feasible, or any other mitigation measures, including mitigation measures considerably different from those in the Specific Plan EIR, that would be necessary to substantially reduce significant environmental impacts.
iii. The project proponent is required to comply with the applicable mitigation measures and regulatory programs identified in the Specific Plan EIR and the Mitigation Monitoring and Reporting Program.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the City Council hereby approves Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the City Council is final.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans approved on May 6, 2025, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. A one time extension to this permit may be granted for a maximum of 12 additional months. The request for the extension shall be applied for prior to the expiration of the permit (PL, *G-3*)

4. All required off-site and on-site improvements for the Project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the Project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6).

7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

9. Developer shall provide off-street parking for the Project, including the number of spaces, stall size, paving, striping, location, and access, as required by the RiverPark Specific Plan and as documented in the approved in the Parking Management Plan. (PL/B)

10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)

11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the Project property, unless allowed in writing by the Fire Chief. (FD, *G-12*)

13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or

used on the Project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the Project property for which the Code Compliance Division has open cases, unless the permit to be issued is for the correction of any remaining open code cases (PL, *G-15*).

LANDSCAPE STANDARD CONDITIONS

16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Parks and Facilities Superintendent. (PK, *PK-3*)

18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, *PK-4*)

19. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)

21. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

22. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part

of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, *PK-11*)

23. Developer shall install sod or a drought tolerant species approved and identified in the City's low water use handout in the lawn areas of all front yards and street side yards. (PK, *PK-13*)

24. Developer shall submit four sets of the parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve the parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK)

25. Before the City accepts the parkways from the Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS)

26. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

27. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

28. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

29. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

PLANNING DIVISION STANDARD CONDITIONS

30. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

31. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

32. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Manager in all sets of construction documents and specifications for the project. (PL, *PL-3*)

33. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)

34. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)

35. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

36. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

37. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

38. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

39. Developer shall provide graphic site directories at principal access points. (PL/B, *PL-10*)

40. During construction, Developer shall control dust by the following activities:
    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
    b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)

41. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

42. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS*, PL-11*)

43. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

44. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

45. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, PL-17)

46. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18)*

47. Developer shall pay all applicable impact fees in accordance with The RiverPark Development Agreement prior to issuance of building permits.

48. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons with adequate lighting. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19)*

49. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)

50. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)

51. All drive lanes shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of the Property Owner. (PL)

52. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

53. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations from the public roadways or from public right-of-ways. (PL)

54. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

55. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

56. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

PLANNING DIVISION SPECIAL CONDITIONS

57. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

58. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as washable paint and sealers on the building and perimeter walls. (PL)

59. A call box, which allows for remote operation of the electric gate by office staff, shall be maintained at all times at the entrance to the parking structure. Sufficient space shall be provided to allow visitors to turn around and exit without backing out onto the street, unless staff is available at all times to allow visitors entry into the parking structure. (PL)

60. Developer submitted a Parking Management Plan that has been approved by the City Traffic Engineer. The Site Property Manager shall be responsible for the ongoing implementation of the approved Parking Management Plan including, but not limited to, issuance of associated parking permits. The Parking Management Plan is subject to review and revision by the City Traffic Engineer based on field conditions and effectiveness in meeting the Plans goals. This Parking Management Plan re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff. (TR)

61. Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.

62. Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department.

63. The multifamily dwellings shall be constructed and designed in accordance with the minimum noise standards. An acoustical report addressing exterior noise sources shall be submitted with the dwelling construction plans for approval by the Building Official. Design measures recommended by the analysis must be incorporated into the architectural and structural design in order to meet the 45dBA CNEL interior standard in perimeter residences and 65 dBA CNEL exterior standards for common open spaces and patios and/or balconies.

64. Standpipe systems required by the Fire Department shall be designed to be located within building areas, such as staircase or tuck under parking areas that will lend to visually screen. (PL)

65. No rooftop equipment shall be installed unless screened from all sides by a designed parapet or building element that extends above the height of the tallest part of such equipment. (PL)

66. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

67. Developer and subsequent property manager shall be responsible for keeping records of resident and visitor parking spaces available; resident and visitor parking permits issued; and parking spaces and garages assigned to every unit at any time. Such records shall be made available to the City in the event complaints are received regarding residents of this project creating significant parking and safety issues, such as, but not limited to, occupying required on-street parking spaces for other developments nearby, lack of resident or visitor parking for this project, and consistent illegal parking by residents and visitors of this project. (PL, TR)

68. In accordance with the RiverPark TDM Fee Program, the Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (PL/DS)

69. All construction activities shall occur only between the hours of 7:00am to 6:00 pm Monday through Saturday in accordance with Section 7-188(D) of the Oxnard City Code.

70. Developer shall not obstruct pedestrian or vehicular traffic on adjacent roadways or the associated sidewalk during construction and maintenance activities. (PL)

71. Developer shall maintain the construction site free of litter and the accumulation of construction debris. (PL)

72. During all phases of construction beginning with grading, Applicant shall post a noise complaint sign with a contact name and phone number to be prominently placed on the construction site of a minimum size of 3 feet by 3 feet. The contact person shall be the general contractor, Project architect, or the Applicant. The sign shall note the days and times during which construction is allowed by Oxnard City Code (OCC) Chapter 7, Article XI "Sound Regulation" and specifically OCC Section 7-188(D), and the sign shall include language that directs a person who is not satisfied by whatever action is taken by the Project to contact the Code Compliance Division at (805) 385-7940. (PL)

<u>PLANNING DIVISION ENVIRONMENTAL MITIGATIONS</u>

73. The following Mitigation Measures originally set forth in the Reporting/Monitoring Program, adopted for the RiverPark Specific Plan and Environmental Impact Report approved in April, 2002 with the City of Oxnard, lead agency, shall be fully complied with at all times. The measures shall be included as conditions of required permit action, and compliance shall result in potential impacts reduced to a level of less than significant and there shall be no residual impacts from the proposed project. Proposed mitigation for those impacts is as follows:

Biological Resources

Mitigation Measure 4.4-1:

Prior to issuance of a grading permit for the project site, and within 15 days prior to construction or site preparation activities that would occur during the nesting/breeding season of native bird species potentially nesting on the site (February through July), the applicant shall retain the services of a qualified biologist. The biologist must, at a minimum, have a degree in biology or related field, and five years field experience in identification of flora and fauna in the southern California region, and be recognized as qualified by appropriate regulatory agencies. The biologist shall conduct on-site surveys to determine if active nests of special-status and common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present within 100 feet of the construction zone. If active nests are found on or immediately adjacent to the site, a minimum 100-foot buffer area (300 feet for raptors) shall be temporarily fenced around the nest site. No construction activities or project-related activities shall be permitted within this nest zone until the young birds have fledged, as determined by the biologist.

<u>REPORTING/MONITORING PROGRAM:</u>
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-2:

All lighting adjacent to the Santa Clara River and berm, particularly street lamps, shall be downcast luminaries and shall be shielded and oriented in a manner that will prevent spillage or glare (greater than one-half foot candle illumination at ground level) into the remaining natural and open space areas. Final lighting orientation and design shall be approved by the City of Oxnard Community Development Department.

<u>REPORTING/MONITORING PROGRAM:</u>
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Mitigation Measure 4.4-3:

Certain ornamental plants are known to escape from planted areas and invade into native plant communities. In order to protect native plant communities established within the Specific Plan Area and located in the adjacent Santa Clara River Corridor, the plants listed in Table 4.4-4, Ornamentals to be Prohibited from the Project Site, on page 4.4-30 of the Draft EIR shall not be planted within the common landscaped areas of the proposed site plan. The landscaping plans within common areas of the project shall be reviewed by a qualified botanist who shall recommend appropriate provisions to prevent other invasive plant species from colonizing remaining natural areas. These provisions includes the following: (a) review and screening of proposed plant palette and planting plans to identify and avoid the use of invasive species; (b) weed removal during the initial planting of landscaped areas; and (c) the monitoring for and removal of weeds and other invasive plant species as part of ongoing landscape maintenance activities. The frequency and method of monitoring for invasive species shall be determined by a qualified botanist.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field Surveys
Monitoring Milestone: Prior to issuance of grading permit
Responsible Agency: Planning & Environmental Services

Noise

Mitigation Measure 4.9-1:

On-site construction activities shall be limited to between the hours of 7:00 AM and 6:00 PM, and exclude Sundays..

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-2:

Staging areas shall be provided on-site to minimize off-site transportation of heavy construction equipment. These staging areas shall be located to maximize the distance to residential areas.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-3:

Construction equipment is fitted with modern sound-reduction equipment.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Mitigation Measure 4.9-4:

When construction operations occur adjacent to occupied residential areas, additional noise reduction measures shall be implemented, including, but are not limited to, changing the location of stationary construction equipment, shutting of idling equipment and notifying adjacent residences in advance of construction work.

REPORTING/MONITORING PROGRAM:
Method of Review Verification: Field inspection
Monitoring Milestone: During grading & construction
Responsible Agency: Community Development

Standard Air Quality

74. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications.

75. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.

76. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities.)

77. During construction, Developer shall control dust by the following activities:

    a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

    b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

c. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.

d. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

e. Sweeping streets adjacent to the construction site to remove dust caused by the construction

78. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations).

79. Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible to the public off the site: (805) 645-1400 during business hours and (805) 654-2797 after hours.

80. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Standard Cultural Resources

81. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. An archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

82. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

83. Project shall comply with all applicable mitigation measures identified in EIR 00-03, which are hereby incorporated by reference as conditions of approval. (ALL)

ENVIRONMENTAL RESOURCES DIVISION

84. A Construction and Demolition Waste Management Plan ("C&D Plan") (ERDC-1) must be submitted to the Environmental Resources Division for review and approval prior to issuance of a building permit. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire

project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.

85. After completion of construction and prior to a certificate of occupancy being issued, a Construction and Demolition Waste Management Report ("C&D Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities.

86. An Occupancy Plan ("Occupancy Plan") must be submitted to the Environmental Resources Division prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, including food waste, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383) and any subsequent legislation adopted in the future, will be managed on site in perpetuity; how property management staff will participate in the program; and how residents will be educated about the program and encouraged to participate. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities.

87. Management rules shall be developed for the project. The property management must make provisions to divert a minimum of 50% while striving for 75% diversion of waste material generated at this location in perpetuity. This can be achieved by subscribing to the City's residential curbside or mandatory commercial recycling services and through annual tenant education that may include source reduction, recycling, reuse, and organics collection requirements.

88. Any/all organic waste that is generated must be diverted from landfill disposal, as material of this type is not allowed in a trash dumpster. If landscaping is performed by an entity other than the City of Oxnard (i.e. sel-haul or third party private hauler), the landscape service providers must be informed, in writing, of this condition and the property management must complete and submit an Alternative Services Certification annually.

89. Any new or renovated waste enclosures must be sized so that they can accommodate all three waste streams and meet minimum safety and operational requirements, including vehicle path of travel, employee access, and prevention of illegal dumping and/or vandalism. Use the City's approved Standard Plates, but modify dimensions accordingly.

90. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.

91. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

92. Developer and operator shall provide recycling containers near the point of use in common areas for guests and residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.

93. Property Owner (Management) shall provide sufficient containers available to tenants and staff to prevent the contamination of recyclables with waste or moisture.

94. The location is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.

95. All collection containers in the waste room must be accessible for use by tenants.

96. The property owner(s) shall provide a source separated three (3) stream waste system by providing separate trash chutes for: (1) refuse, (2) commingled recycling and (3) organic material, generated by the proposed development;
    a. Alternatively, if the property owner(s) proposes a two (2) stream waste system (no organic material chute) then the property owner(s) shall then provide organic waste receptacles on each proposed floor for use by the residents on that floor. The organic waste receptacles on each floor, will need to be regularly emptied by the property owner(s) staff and placed into the organic waste bin located in the trash room. The organic waste material bin(s) will then need to be brought out to the designated staging area to be serviced, by the property owner(s) staff.
    b. All materials shall be placed in commercial bins, and brought to the designation staging area;

97. The property owner(s) staff shall pull out refuse/recycle/organic bins to the staging area where refuse equipment may access the bins for collection, on the day(s) of service. The refuse/recycle/organic bins shall be moved back to the trash room by the property owner(s) staff immediately after being serviced by the City;

98. A designated staging area for the service of refuse/recycle/organic bins shall be located on the property, be accessible by an unobstructed path of at least 16' high and 12' wide to ensure safe access, have a height clearance of 25' (for overhead bin lifting, be improved to withstand refuse equipment weighing up to 62,000 lb and be at a location approved by the Environmental Resources Division.

99. The property owner(s) shall sign a trash enclosure maintenance agreement.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

100. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

101. Developer shall have the site improvement plans prepared using standard Building and Engineering Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS-3)

102. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

103. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

104. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

105. Before connecting the project to existing sewer and water service laterals, Developer shall conduct an inspection (pothole or video) of the existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

106. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)

107. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)

108. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

109. Developer shall install all new on-site electric, cable, telephone and similar utility service laterals underground. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

110. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements and perform grading required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

111. A California licensed civil engineer shall prepare the public/site improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

112. Prior to issuance of a site improvement permit, Developer shall provide to the Building and Engineering Division digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide updated digital files containing all changes that occur during construction. (DS-16)

113. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

114. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)

115. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

116. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

117. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

118. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized

agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

119. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

120. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

121. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

122. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

123. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)

124. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

125. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)

126. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

127. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

128. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

129. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics with a minimum of two flowing hydrants. The water system for the building fire sprinkler shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

130. Prior to issuance of a grading or other site improvement permit, Developer shall dedicate rights of ingress and egress as directed by the City Engineer. (DS-50)

131. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

132. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)

134. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

135. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

136. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

137. Using forms provided by the Building and Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract

with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

138. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

139. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape-based stormwater quality best management practices. (DS-84)

140. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

141. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

142. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Building and Engineering Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

143. The drainage report prepared for the project shall include calculations with hydraulic grade line demonstrating the project generates and discharges stormwater runoff consistent with the design of the backbone drainage system for the Tract. (DS)

144. The project site's stormwater shall be designed and constructed to maintain the drainage pattern that was established for this lot. (DS)

145. This development is located within the Riverpark Specific Plan, and the Developer shall submit a drainage report for the stormwater quality treatment facilities that are to be designed and constructed in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System (MS4) and associated 2002 Technical Guidance Manual ("TGM"). The site improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)

146. Developer shall implement onsite (privately maintained) stormwater quality mitigations that comply with the recommendations of the "Stormwater Quality Management Plan for Riverpark." (DS)

147. Stormwater treatment devices shall be designed to have no standing water. (DS)

148. Developer shall design and implement a plan to promote stormwater infiltration for this project. Project shall route roof runoff and parking spaces to infiltration devices to the maximum extent feasible. Overflow from the infiltration devices shall be directed to the onsite stormwater treatment facilities prior to discharging offsite. The stormwater infiltration plan shall be designed to the satisfaction of the City Engineer prior to the issuance of a grading or site improvement permit. (DS)

149. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") to treat all stormwater runoff from this site that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized for the 1-year 1-hour storm event and designed in accordance with the requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures. (DS)

150. The catch basin located on Clyde River Place that is in conflict with proposed driveway approach shall be relocated to outside the driveway's footprint. (DS)

151. Developer shall prepare a sewer report demonstrating the project complies with the master-planned/backbone sewer design and confirm the project will discharge sewer rates

within the specified ranges. A copy of the master plan exhibit shall be attached to the report. (DS)

152. The onsite irrigation system shall connect to the recycled water system. The project shall be responsible for irrigating the new frontage landscaping, unless the area is proven to be within the existing special district for irrigation and maintenance. (DS)

153. Developer shall list all grading or air quality-related environmental mitigation measures on the grading plan cover sheet. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)

154. All existing and proposed easements within and around the project site shall be shown on the civil improvement plans. (DS)

155. The project shall dedicate new water easement(s) so that public water mains and devices are located inside the easement per City Standards prior to issuance of a grading permit. (DS)

156. Prior to issuance of a grading permit, the project shall dedicate new water easement(s) so that any existing water lines that serve Parcel 1 (APN 132-0-100-105) but are located on Lot 6 (APN 132-0-110-315) are located inside the new easement per City Standards. (DS)

157. The project shall acquire or provide reciprocal access agreements in favor of Parcel 1 (APN 132-0-100-105) and Lot 6 (APN 132-0-110-315) across a shared private driveway located near Town Center Drive prior to issuance of a grading permit. The reciprocal access agreement shall account for portions of Lot B (APN 132-0-110-175), Parcel 1, Lot 3 (APN 132-0-110-535), and Lot 6. (DS)

158. Developer shall provide the City Engineer with a 100-scale base map for addressing purposes on 18-inch by 24-inch mylar per City Standards. (DS)

159. The project shall construct a path between the trash storage area and the trash collection staging area for transportation of the trash containers. The path shall be constructed of portland concrete and its travel slope shall not exceed 2%. (DS)

160. The trash staging area shall not encroach on the Fire lane clearance for the private drive unless otherwise approved by the Fire Department. The driveway shall be at least 26-feet wide unless otherwise approved by the Fire Department. (DS)

161. The project shall upgrade existing curb ramps along the project frontages to current accessibility standards. (DS)

162. Developer shall construct triple-bin trash enclosure(s) meeting the latest City requirements with a solid non-combustible roof that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the requirements on file with the Building and Engineering Division. Developer shall finish

the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. An alternative design is allowed that substantially conforms to the proposed entitlement drawings with the approval of the Environmental Resources Division. (DS)

POLICE DEPARTMENT CONDITIONS

Exterior Lighting

163. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline.
    a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
    b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
    c. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    d. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number bulbs (equal to one 60 watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
    e. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
    f. All exterior lighting shall operate from dusk to dawn.
    g. All exterior lighting shall be LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).

164. Exterior Lighting of the site, including parking areas, shall be between 1 and 7-foot candles and shall be in harmony with the existing adjacent lighting schemes. Lighting bollards shall not be used as part of the foot candle calculation on photometric sheets. Pedestrian area lighting serves outdoor pedestrian uses such as courtyards and entry ways. Pedestrian area lighting should achieve a uniformity ratio of 4 to 1 average to minimum, with an average illumination of 0.60 foot-candles.

165. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. Lens shall be flat and parallel to the ground/floor. Wall packs and other luminaries that throw right laterally are not allowed unless specifically approved by Planning and Police.

166. Outdoor lighting instruments shall not be placed in close proximity to trees. An integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. The integrated landscape/lighting/ photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that the growth will not adversely impact future lighting and therefore site safety as the project matures Plan sheet shall include:
    a. Tree species table which shows canopy bottom, top, and broadcast diameter at a 20 year maturity. Bottom of tree canopies shall not be less than 15-above any drive area to provide clearance for Fire and Solid Waste Vehicles.
    b. Pole mounted luminaires shall be placed to illuminate under tree canopies at a 20-year maturity. Pole and arm instruments should be considered in areas between landscape finger-planters.
    c. In areas where walkways exist opposite from parking stalls, pole and arm instruments should be placed directly opposite from finger-planters. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above walking/driving surface. This plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits.

167. Interior parking facilities and porte cocheres shall be illuminated between 5 and 15 foot candles utilizing LED or similar luminaires with a spectrum 3,000K to 20,000K Correlated Color Temperature. Any paint proposed on the ceiling, walls and support pillars of the interior parking facility shall be a white or off-white color. Luminaires shall be located, when possible, between parking stalls to illuminate the areas people enter and exit their vehicles.

168. Parking Stalls shall be enumerated. However, the stall numbers shall not correspond to the residential unit assigned the stall.

169. The mailroom shall have the following features:
    a. Each door entering the mailroom shall have a camera dedicated to capturing images of the face and upper body of all persons who enter the mailroom. Such cameras shall be mounted at 7-feet above the floor in order to capture the best facial images.
    b. Additional cameras shall be ceiling mounted to capture general activity in the mailroom. Each camera shall be mounted so that access to all mail/package receptacles can be monitored.

c. Each door to the mailroom shall be equipped with access control mechanisms to limit access to authorized staff, tenants, and mail/parcel delivery personnel.

170. Each ground floor door & gate serving as a semi-public access point for tenants and staff of the complex shall be equipped with "Click-to-Enter" to provide first responder access to the common interior areas.

171. Prior to issuance of building permits, a site plan identifying the placement of wayfinding signs shall be approved by Planning and Police. The submittal shall include placement of signs and a detailed description of the signs.

172. A Security Camera System shall be operated 24 hours a day to monitor the activity at the site. The system shall be designed to capture images of all persons and all vehicles that enter the site. Cameras shall also be distributed throughout the site to capture general activities. The camera system shall comply with these minimum standards:
    a. The camera system shall be cloud based to facilitate off-site and mobile monitoring.
    b. The permittee and their successors shall provide the Oxnard Police Department with digital camera recordings pursuant to an official investigation in a timely manner.
    c. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
    d. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
    e. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.
    f. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
    g. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
    h. Recorded images shall bear a date and time stamp that cannot be altered.
    i. All entry doorways/gates to the premises shall be monitored by a camera or cameras that are strategically mounted for face capture of persons who enter. Such cameras shall be mounted no higher than 7 feet above the floor/ground. Face capture images shall be determined as those images where the clarity of a person's facial image is sufficient for later identification.
    j. All vehicular entrances to the parking facilities shall be monitored by a camera or cameras that are placed to capture images of sufficient quality where the vehicle's license plate, make, model, and color can be easily identified.
    k. Cameras in dome casings are highly encouraged as their area of focus is not easily determined by the casual observer.
    l. A camera shall be dedicated to face capture image of any person accessing the call system at the exterior of the primary entrance.

m. Site management shall provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.
n. Security cameras shall be installed to monitor activity around each side of the building's exterior.

173. The site shall be equipped with an access control system that shall restrict human and vehicle access to the semi-public areas of the site. The areas considered "semi-public" shall include: parking areas restricted to residents, the building lobby, mailroom, shared hallways, laundry rooms, activity rooms, pool, and physical fitness facilities.

174. The access control system shall utilize instruments such as cards, fobs, QR decals, or other devices that can be individually programmed to provide access, as appropriate, for an individual user. The system shall have the capacity to add or subtract an access instrument assigned to a particular residential unit, employee, or service provider.

175. The access control system shall include a call system at the exterior of the site's primary entrance that allows guests to contact residents or the managers to request access. The access control point at this entrance shall be enabled to open by a resident from their unit or from a remote digital device.

176. The access control system shall record each permitted access and the authorizing individual and the instrument/method used to facilitate the access.

177. "Click-to-Enter" access technology shall be installed at each pedestrian and vehicular entrance to a semi-public area to provide access to first responders.

178. A Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The purpose of the Security Plan is to align the applicant's need to secure the development site for its end users with current security standards and to provide the Police Department an understanding of the layout of the site in the event of a critical incident. The Security Plan, when submitted directly to the Police Department, is considered a confidential document. The plan shall include:
    a. The Security Plan Sheet will identify the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.
    b. The Security Plan shall include a chart identifying each camera by an alpha-numeric, the scope of their capture area, and placement of the camera above the floor/ground.
    c. The Security Plan shall identify all doors with an alpha-numeric (e.g. D-1, D-2, etc.) that serve passage between public & semi-public, semi-public to semi public and similar access points where tenants and their guests routinely pass without needing specific permission from a resident or property manager/responsible party or resident. This would include access to the lobby, parking garage, laundry

room, mailroom, emergency exits, etc. When a camera is positioned for face pasture it shall be noted on the camera chart.

d. The Security Plan shall identify any area which is served by an intrusion/burglary alarm system.
e. The Security Plan shall identify all the components of the access control system, their location, and a chart that identifies each instrument with an alpha-numeric with the device name, make, and model. The access control system shall provide site access to tenants and persons authorized by the site management. The access control sites shall include areas deemed semi-public such as the lobby, parking garage, laundry room, mailroom, and any shared facility such as an activity room or community kitchen.
f. "Click-to-Enter" technology shall be installed to provide access for first responders to all entrances to the facility that serve as an interface between public and semi-public areas. All such access points shall be identified on the Security Plan.
g. The permittee/property manager/owner shall maintain all security features in good working condition and consistent with industry standards.

179. Site management is encouraged to have an active and cooperative relationship with their neighbors and the Oxnard Police Department. To facilitate this effort these elements shall be established by the site management:
    a. Site management should establish a dedicated email address for the site (ie: acmeapartments@acme.com). Once the email address has been established, site management should send an email to specialprojects@oxnardpd.org identifying the site address, management company, phone number dedicated email address, and the person managing the site.
    b. A sign shall be posted so it is readable from the public right of way and placed at or near the primary entrance which identifies the management company name, phone number, and the dedicated email address.
    c. Site Management should participate in crime prevention programs designed for multi-unit residential housing facilities.
    d. The property owner should inform the Oxnard Police Department of changes in site management and/or the dedicated email address by sending an email to specialprojects@oxnardpd.org

180. Any digital records from the security camera system or access control system shall be made available to any representative of the Oxnard Police Department in a timely manner upon request related to any official police investigation. If requested, the site manager shall upload or email any digital records at the request of a representative of the Oxnard Police Department.

181. Any intrusion alarm system installed at the sire shall utilize motion and infrared technology or similar technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

182. Landscape elements shall be arranged and maintained to provide clear lines of sight and eliminate potential places of concealment.

183. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity.

184. Natal palm or similar hedge shrub shall be used as a "defensive barrier to protect against homeless habitation in areas prone to such activities.

185. CMU walls adjacent to or visible from a street shall be protected by landscaping elements to dissuade the application of graffiti. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required.

186. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained.

187. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project the property shall be maintained to address these issues.

188. Graffiti shall be removed or painted over within 24-hours of application. Site management shall maintain a supply of paint to match the building's exterior color scheme.

189. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)

190. A sign shall be posted at or near the primary entrance to the site that identifies the management company name, phone number, and the email address dedicated to the site management office.

191. A sign shall be posted at each entrance to the site stating: "NO TRESPASSING OR LOITERING. VIOLATORS SHALL BE SUBJECT TO REMOVAL OR ARREST PURSUANT TO STATE LAW AND CITY ORDINANCE".

192. Pool area signage & CC&Rs- Amplified music shall not be audible beyond the confines of the pool area

193. Mail and parcel delivery shall be in a room controlled by the building's access control system. This room shall be configured so that only tenants, USPS and parcel delivery services have access. Building guests shall not have access to this area. This area shall also be monitored by the site's security camera system. This area shall have these features:

a. Prior to the issuance of building permits the developer shall contact the Oxnard Postmaster to ensure that the mail and parcel delivery system for the site will meet the requirements of the USPS.
b. A secure mailbox shall be provided for each residential unit.
c. A secure system for receiving parcel deliveries shall be established and maintained (PD/USPS).

FIRE DEPARTMENT STANDARD CONDITIONS

194. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide, exclusive of shoulders. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)

195. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

196. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

197. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)

198. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

199. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

200. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, *F-7*)

201. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

202. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of

the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)

203. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)

204. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

205. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

206. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD, *F-13)*

207. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

208. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT ADDITIONAL CONDITIONS

209. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

210. The location of the Fire Department Connection needs to be provided and a fire hydrant shall be provided within 50-feet of this connection.

211. Class I standpipe is required in each stairwell and within the parking area.

212. Fire sprinkler coverage is required for:
    a. Covered Parking.
    b. Patios, overhangs or any other projections that are 48" or more from the structure.
    c. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
    d. The protection of the forced air unit when located in the attic or other areas that

are normally inaccessible.

213. Developer shall assess for the two-way emergency responder communication coverage (ERCC) for emergency responders. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.

214. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.

215. Ensure landscape trees do not block bedroom emergency window exits.

216. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.

217. Gurney size elevators will be required.

218. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

219. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

220. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

221. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

HOUSING DEPARTMENT CONDITIONS

222. Based on the unit count proposed, 42 of the 280 units being developed must be affordable units. Five percent (5%) of the total units in the development must be offered for rent to very low-income households, as defined in the California Health and Safety Code 50105, five (5%) percent of total units in the development must be offered for rent to low-income households, as defined in the California Health and Safety Code 50079.5, and five (5%) of the total units in the development must be offered for rent to Moderate income households, as defined in California Health and Safety Code 50093. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Moderate Income, Low Income, and Very Low-Income Households, respectively, as published by the California Department of Housing and Community Development (HCD).

223. Affordable Rent (Very Low- Income Units) - For Very-Low Income Households "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one-twelth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size appropriate to the Affordable Unit for households earning less than equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in Sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

224. Affordable Rent (Low Income Units) - For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

225. Affordable Rent (Moderate Income Units) - For Moderate Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one - twelfth (1/12) times the product of thirty percent (30%) times one hundred and ten percent (110%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for Households earning less than or Equal to one hundred and twenty percent (120%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the Sections 6918 and 6932 of the Title 25 of the California Code of Regulations and as defined in health and Safety Code 50053 (b)(5), unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County as published annually by the California Department of Housing and Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

226. The affordable units must include: One (1) studio unit, seven (7) one- bedroom units, five (5) two-bedroom units, and one one (1) three bedroom unit offered for rent to very low-income households as defined in Health and Safety Code 50105. One (1) studio unit, seven (7) one-bedroom units, and six (6) two bedroom units offered for rent to low-income households as defined in health and Safety Code 50079.5. One (1) studio unit, seven (7)

one-bedroom units, and six (6) two bedroom units offered for rent to moderate income households as defined in Health and Safety Code 50093.

227. Owner and Developer must record affordability covenants approved as to form by the Housing Director prior to submitting their first building permit application. Units shall remain affordable for at least 55 years. The 55 year term shall begin following issuance of a certificate of occupancy for the development. Owner/developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.

228. The Affordable Housing Agreement shall, among other things, specify the number of affordable units by number of bedrooms, level affordability, and standards for qualifying household incomes or other qualifying criteria. The City may collect an annual City monitoring fee, as approved by Council Resolution.

229. The affordable units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.

230. Prior to offering the affordable units for rent, the owner or developer must submit to the Housing Director the proposed location and rental amounts for the affordable units for review and approval and the dates which the units will be offered for rent.

231. Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that a required number of affordable units are being offered at affordable rents and that a management plan, prepared by the Developer or Owner, for operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Owner or Developer shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.

(Signature on next page)

PASSED AND ADOPTED this 6th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

_____

Luis A. Mc Arthur, Mayor

ATTEST:

_____

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

PZ 23-200-01
Appeal of the Planning Commission's Decision to Uphold the Community Development Director's Approval of a Development Design Review Permit for The Point Apartments
2801 N. Oxnard Blvd.

City Council

By: Daniel Houck, Associate Planner
Joe Pearson II, AICP, Planning and Environmental Services Manager

May 6, 2025

CITY OF OXNARD CALIFORNIA

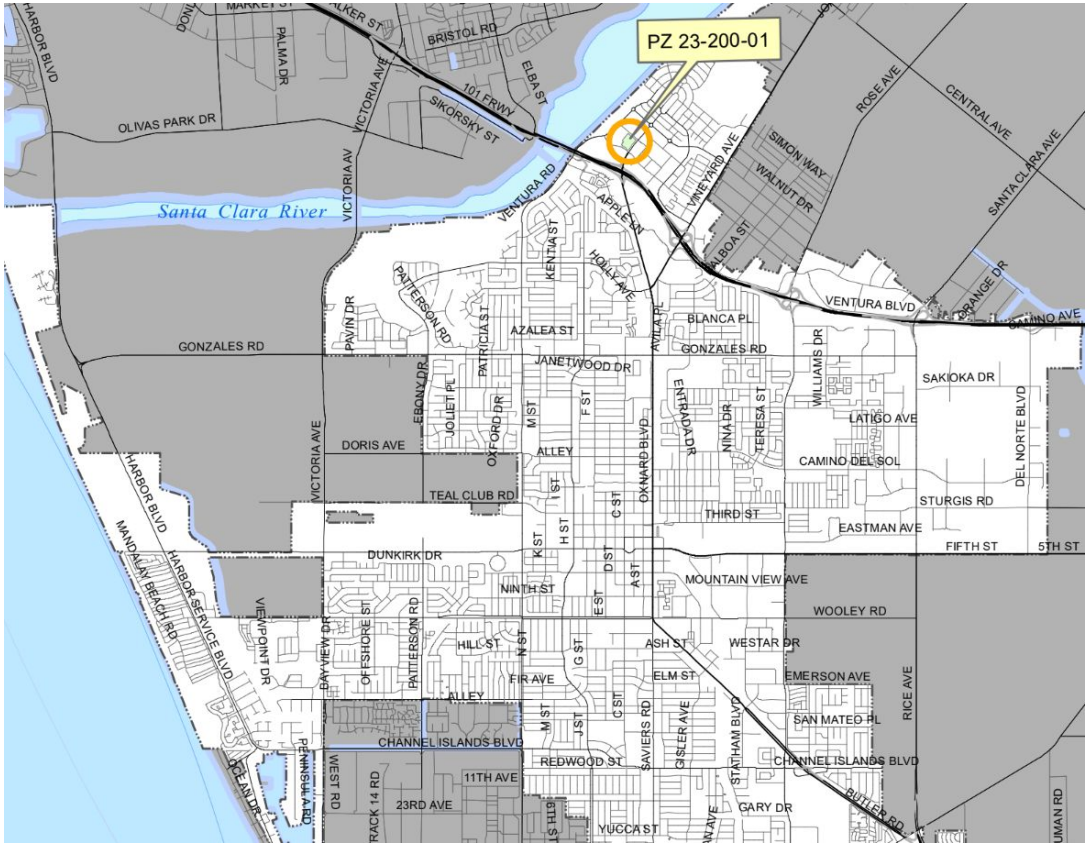
Project Description

- A request to construct a 546,524 square foot apartment building, 4 stories in height, with 280-units building on a 4.85-acre site. The proposed building includes:
  - 280 units (17 studio apartments, 143 one-bedroom units, 104 two-bedroom units, and 16 three-bedroom units);
    - including 42 affordable units;
  - Private open space for residents;
  - 5.5-story centrally located parking structure with 490 residential parking spaces); and
  - Hardscape and Landscape improvements.
- Filed by Ann Walsh of Shea Properties

Project Location

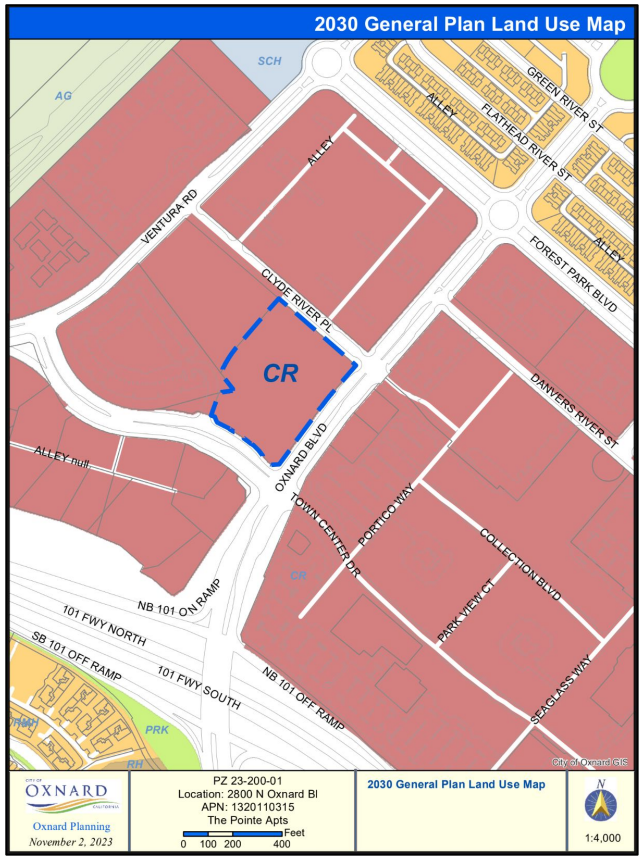
Subject Site: 2801 N. Oxnard Blvd. (APNs: 132-0-110-315)

Located within the RiverPark area



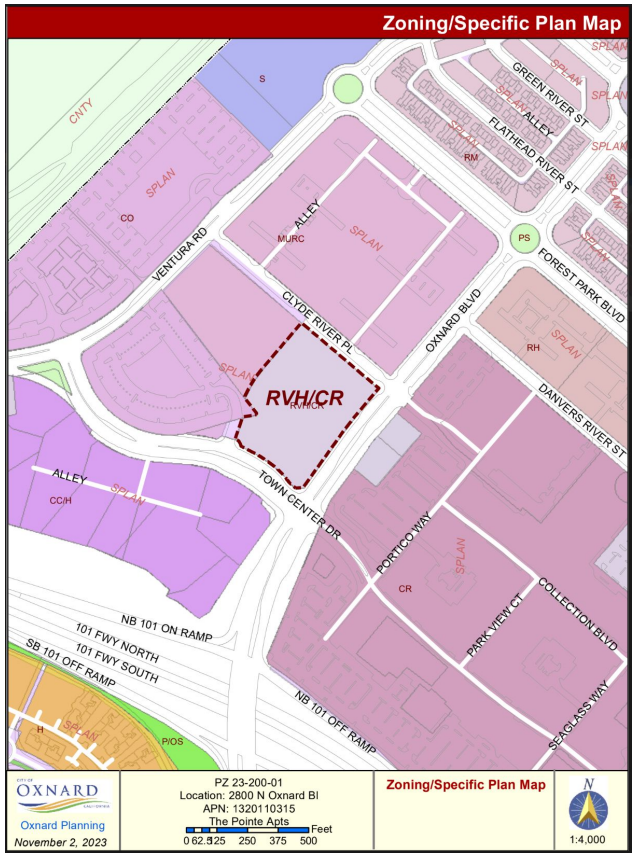
General Plan & Zoning Maps

General Plan Land Use Designation



Commercial Regional (CR)

Zoning Designation



RiverPark Specific Plan (RPSP)/Residential Very High and Commercial Regional

Existing Site

Subject Site: 2801 N. Oxnard Blvd.

Surrounding Uses:

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site (2801 Oxnard Blvd)	Commercial Regional	The RiverPark Specific Plan (Residential:Very High or Commercial Regional)	Vacant
North	Commercial Regional	The RiverPark Specific Plan: Mixed Use, Residential High, Commercial Office	Residential Apartments
South	Commercial Regional	The RiverPark Specific Plan: Commercial Convention/Hotel	Service Commercial and Town Center Drive
East	Commercial Regional	The RiverPark Specific Plan: Commercial Regional	Commercial (The Collection) and Oxnard Blvd.
West	Commercial Regional	The RiverPark Specific Plan: Commercial Office	Commercial Office and Residential Apartments

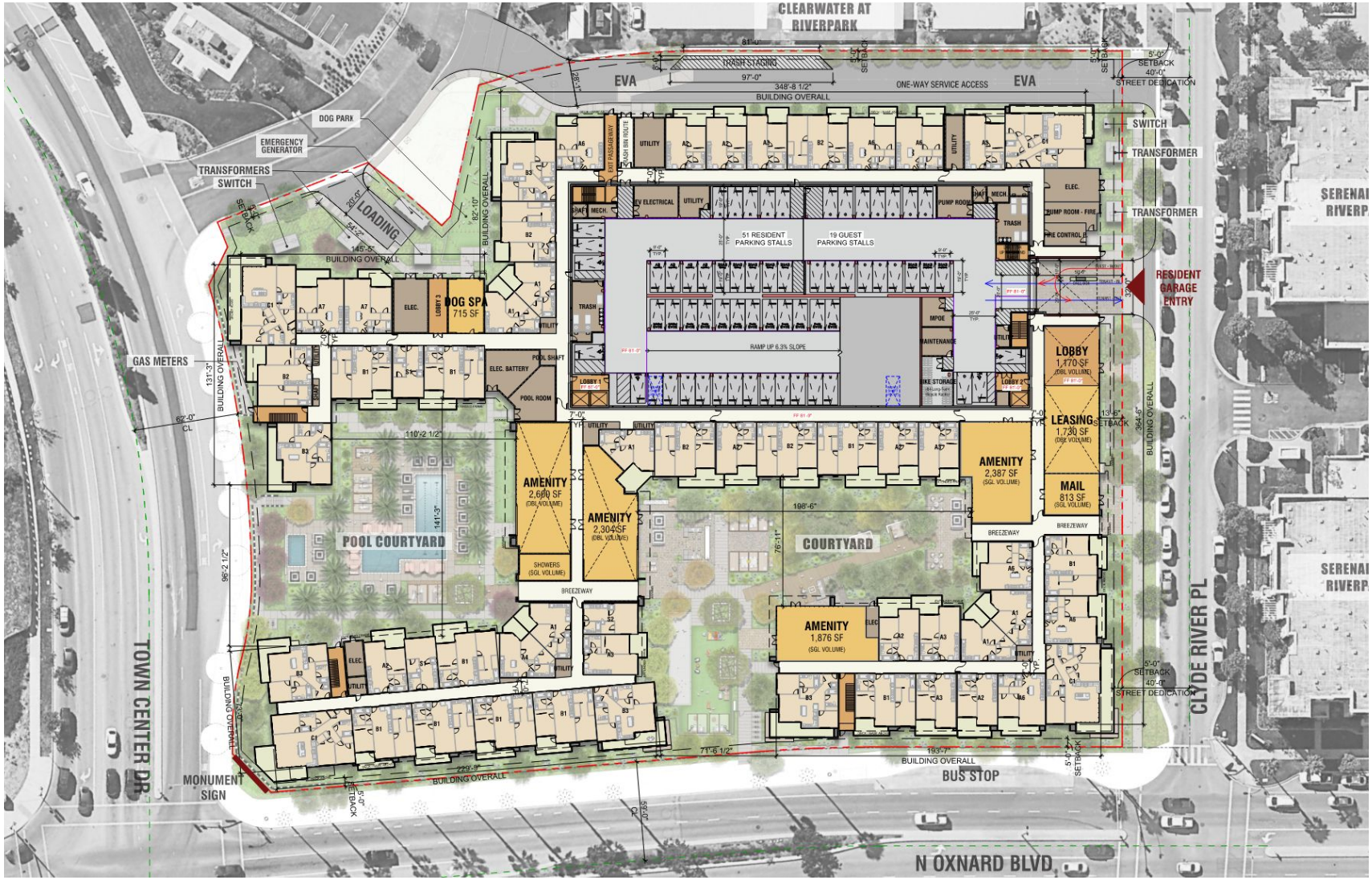
Background

- The RiverPark Specific Plan was adopted by the City Council on September 10, 2002:
  - The original plan allowed for the development of 2,805 dwelling units and 2,485,000 square feet of commercial development.
  - Follows the design principles of the New Urbanism and Smart Growth movements.
- The seventh amendment to the RPSP allowed for up to 4,068 dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen.
- The seventh amendment also expanded District C by 280 Residential units in exchange for a reduction of 153,647 square feet of Commercial space.
- There have been 15 addendums to the RPSP EIR, which is more that the number of prior amendments as some of the addendums were not related to changes to the RPSP, such as, early construction changes, changes to agreements, infrastructure changes, etc.

Background

- On May 18th, 2023 this Development Design Review was submitted for the proposed 280 unit apartment building.
- On December 17, 2024, this Development Design Review was approved by the Community Development Director.
- A comment letter was not received from the Appellant for the Director's hearing.
- On December 27, 2024, the Appellant filed a timely Appeal application with the City.
- On February 6, 2025, the Planning Commission heard the appeal and voted 4-0 to deny the appeal and uphold the Director's approval of the project.
- On February 20, 2025, the same Appellant filed this second appeal to the City Council.

Background (Continued)



Background (Continued)

View looking Southwest:



View looking Northwest:



East Elevation:



North Elevation:



General Plan Consistency

- Urban Village
  - RiverPark is located within the North Oxnard Transit Enhancement District (NOTED)

    Urban Village as defined in the 2030 General Plan.
  - Urban Villages shall be characterized by:
    - Infill and/or development of formerly agricultural land
    - Reinvestment in the existing community
    - Mixture of land uses
    - Mix of residential densities and housing types
    - Providing a minimum of 15 percent affordable housing
    - Location along or near corridors, downtown, and transit nodes
    - Transit, pedestrian, and bicycle circulation given high priority

Approved Development Options in RPSP

Residential Option Development Scenarios		
Scenario	**Additional Residential Units**	**Reduction in Commercial Development**
Districts B, C & D	1,025	-562,457
Districts B & C	613	-336,377
Districts C & D	692	-379,727
Districts B & D	745	-408,810
District B	333	-182,730
District C	280	-153,647
District D	412	-226,080

Project Wide Maximum Allowed Development Under the Residential Development Options		
Residential Options Selected by District	Maximum Number of Residential Units	Maximum square feet of retail, hotel/convention, and office uses
B, C, D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

Specific Plan Development Consistency

- The proposed development has been reviewed by the Town Master Planner/Architect (TMP), in accordance with Section 7.8.2.4 of the RPSP.
- The RPSP designates the site as Planning District C: West Corridor Commercial District with a land use of Residential - Very High and Commercial - Regional. This designation anticipated development of the subject residential use.
- RPSP Section 2.5.2.3 establishes that the maximum Residential: Very High development area within District C shall be a maximum of 280 dwelling units and no further commercial shall be allowed in the district.

Prior Environmental Review

- The Original RiverPark Specific Plan was analyzed through a Environmental Impact Report (EIR No. 00-03).
- Potential environmental impacts associated with the buildout of the RPSP were identified throughout the EIR, along with applicable mitigation measures.
- The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources)
- There have been 15 addendums to the RiverPark EIR. The most recent, Addendum No. 15, was approved on April 5, 2022, in association with the recently approved specific plan amendment. In this process the parcel was evaluated for a 280 unit residential development.

Environmental Review

- The proposed use and development is consistent with the development anticipated under the RPSP, the Project necessitates neither changes nor additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

Appellant - Initial Ground of Appeal

"SAFER objects to the City's reliance on the almost quarter-century old River Park Specific Plan Environmental Impact Report (SCH No. 2000051046), certified in 2002 ("RPSP EIR") for the Project. Under the California Environmental Quality Act ("CEQA"), project-level environmental review is required for this Project because it is inconsistent with the RPSP EIR, it is outside of the scope of the RPSP EIR, there are numerous changed circumstances since the adoption of the RPSP EIR over the twenty years ago, there are feasible mitigation measures that were not analyzed in the RPSP EIR, the project has significant offside and cumulative impacts that were not analyzed in the RPSP EIR, and the Project exceeds the density analyzed in the RPSP EIR. Finally, the RPSP EIR left several impacts significant and unmitigated. These impacts must be analyzed at the project-level to ensure adequate mitigation."

Staff Response

The Appeal lacks merit for the following reasons:

- Appellant never gave a specific reason why the FEIR and addendums are no longer adequate for the project. They ignored that recent Addendums have updated the environmental context and evaluated the mitigation measures.
- The Appellant did not make a CEQA challenge or comment on the Project at any point until the Project was already approved by the Director.
- The existing FEIR and Addendums covered the parcel for a 280 unit residential development, which is the proposed density for the Project.
- There has been no new information of substantial importance, no substantial changes to the project, and no significant increase in the severity of potential impacts that would require major revisions to the past FEIR as well as none that would require a project level EIR.
- The Appellant should have challenged the Addendum and its mitigation measures if they felt it was not adequate during the public challenge period. It was certified in 2022 and now stands as a legal environmental document that adequately covers this Project as part of the EIR.

Appellant - Grounds of Appeal A:

A. "Section 15162 and 15183 do not apply because the project is outside the scope of the RPSP EIR."

Staff Response

The Appeal lacks merit for the following reasons:

- §15162 allows the preparation of an Addendum if there has been no new information of substantial importance, no substantial changes to the Project, and no significant increase in the severity of potential impacts that would require major revisions to the past FEIR as well as none that would require a project level EIR. All three items are met, allowing an Addendum.
- §15162(b) directly says an addendum can be prepared.
- The addendum was prepared consistent with §15164, the CEQA Guidelines section on the preparation of addendums.
- §15183 allows projects consistent with Community Plans and General Plans to not have to undergo an additional project specific Environmental Impact Report. The Project is consistent with density and the development standards within the RiverPark Specific Plan and is consistent with policies in the 2030 General Plan, it therefore is covered by the RPSP EIR under §15183. The Appellant failed to demonstrate how it is not consistent with these plans.
- The Appellant should have challenged the Addendum if they felt it was not appropriate during the challenge period in 2022. It has now been certified and stands as a legal environmental document that covers the Project as part of the EIR.

Appellant - Grounds of Appeal B-E:

B. The project will have significant biological impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.

C. The project will have significant air quality impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.

D. The project will have significant traffic impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.

E. The project will have significant noise and vibration impacts not analyzed in the RPSP EIR, requiring subsequent CEQA review.

Staff Response

This lacks merit for the following reasons:

- The certified and approved Addendum in 2022 evaluated these four impact areas and multiple studies were performed for them.
- The Appellant should have challenged the studies and/or the Addendum during the challenge period in 2022. It has now been certified and stands as a legal environmental document that covers the Project as part of the EIR.
- The routinely mowed and maintained parcel is clearly still substantially the same from an environmental perspective as when it was evaluated under the Addendum.
- No significant evidence has come forth to show the parcel is substantially different environmentally.
- The Project was submitted following the approval for residential units on this parcel and has been in process since that time.

Public Notice

- Notice of City Council hearing was provided:
  - Newspaper,
  - On-site posting; and
  - Mailed to property owners within 300 feet of the Project site.

- To date, staff has received no public comments for the appeal or proposed Project.

Staff Recommendation

Recommendation: That the City Council:

1. Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and

2. Adopt a Resolution denying the Appeal and upholding the Planning Commission's decision to uphold the Community Development Director's Approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions.

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: 2024 Single Audit Report. (40)

RECOMMENDATION

That City Council receive the 2024 Single Audit Report from the audit firm Eadie + Payne and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

(Presentation will be live upon consultant's request.)

BACKGROUND

The Single Audit is a rigorous, organization-wide audit of the City's grant funded programs that expend $750,000 or more of Federal grants or assistance. The objective of the Single Audit is to provide assurance to federal government as to the management and use of such funds by the City. The audit is performed by the City's independent auditor, Eadie + Payne, LLP, and the report is issued annually showing the City of Oxnard's expenditures of Federal awards. Eadie + Payne, LLP will present its audit opinion of the City of Oxnard Single Audit Report for fiscal year ending June 30, 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

The Finance and Governance Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Beth Vo, Assistant Chief Financial Officer

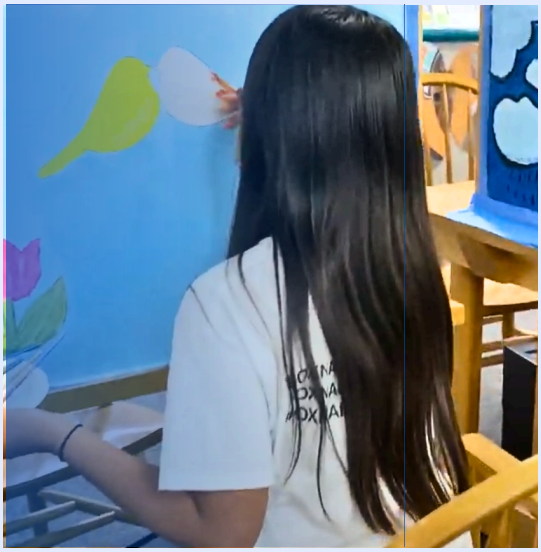
ATTACHMENTS

1. 2024 Single Audit Report
2. Presentation









CITY OF OXNARD CALIFORNIA

Single Audit Report

Fiscal Year Ended **June 30, 2024**







CITY OF OXNARD

CONTENTS

JUNE 30, 2024

PAGE

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 1

Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance in Accordance with Uniform Guidance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 3

Schedule of Expenditures of Federal Awards and Schedule of Findings and Questioned Costs

Schedule of Expenditures of Federal Awards 8

Notes to the Schedule of Expenditures of Federal Awards 11

Schedule of Findings and Questioned Costs 12

EADIE PAYNE LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

951-241-7800

www.eadiepaynellp.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable City Council
City of Oxnard
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 3, 2025. Our report includes a reference to other auditors who audited the financial statements of Oxnard Housing Authority, as described in our report on the City's basic financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eadie and Payne, LLP

Riverside, California
March 3, 2025

EADIE PAYNE LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

951-241-7800

www.eadiepaynellp.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH UNIFORM GUIDANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

The Honorable City Council
City of Oxnard
Oxnard, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Oxnard's (City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The City's basic financial statements include the operations of the Oxnard Housing Authority, which expended $38,412,230 in federal awards which is not included in the City's schedule of expenditures of federal awards during the year ended June 30, 2024. Our audit, described below, did not include the operations of the Oxnard Housing Authority, because it engaged other auditors to perform an audit in accordance with the Uniform Guidance.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2024-001 through 2024-004. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-001 and 2024-002 to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 3, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Eadie and Payne, LLP

Riverside, California
March 24, 2025, except for our report on the Schedule of Expenditures of Federal Awards, for which the date is March 3, 2025.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster				
Direct Program				
Community Development Block Grants/Entitlement Grants	14.218	B-17-MC-06-0534	$ (64,579)	$ -
		B-19-MC-06-0534	21,209	-
		B-22-MC-06-0534	1,357,099	1,357,099
		B-23-MC-06-0534	3,691,253	3,142,852
COVID-19 Community Development Block Grants CARES Act	14.218	B-20-MW-06-0534	223,088	62,957
Total CDBG - Entitlement Grants Cluster			5,228,070	4,562,908
Direct Program				
Emergency Solutions Grants Program	14.231	E-22-MC-06-0534	138,477	129,875
		E-23-MC-06-0534	93,201	93,201
COVID-19 Emergency Solutions Grants - CARES Act	14.231	E-20-MW-06-0534	425,265	424,022
			656,944	647,098
Direct Program				
HOME Investment Partnership Program	14.239	M22-MC060526	614,786	14,786
HOME Investment Partnership Program - Home ARP	14.239	M21-MC060526	8,392	-
HOME Investment Partnership Program	14.239	M23-MC060526	2,931	-
			626,109	14,786
Total U.S. Department of Housing and Urban Development			**6,511,123**	**5,224,792**
U.S. Department of Homeland Security				
Passed through the County of Ventura				
FY 2021 Homeland Security Grant Program -USAR	97.067	21-SHSP-OXF-10	41,132	-
FY 2021 Homeland Security Grant Program -CERT	97.067	21-SHSP-9c	2,746	-
FY 2022 Homeland Security Grant Program -CERT	97.067	22-SHSP-OXF-5b	7,000	-
FY 2022 Homeland Security Grant Program - Hazmat FTIR	97.067	22-SHSP-OXF-9	100,000	-
			150,878	-
Passed through the County of Ventura				
EMPG22 Emergency Management Grant	97.042	EMPG22	36,393	-
Passed through the California Office of Emergency Services				
FEMA - Hazard Mitigation Grant - Central Trunk Sanitary Sewer Reconstruction	97.039	HMGP #4407-431-079R	(45,349)	-
HMGP#4353-195-49R Police Station Emergency Back Up Generator Project	97.039	HMGP #4353-195-49R	450	-
FEMA - Hazard Mitigation Grant - OWTP Generator	97.039	HMGP #4353-189-036R	842,707	-
			797,808	-
Passed through the County of Ventura				
FEMA-Assistance to Firefighters Grant FY22 Thermal Imaging Cameras	97.044	20FG02473	44,692	
FEMA-Assistance to Firefighters Grant FY22 ACCDs	97.044	EMW-2022-FG-05063	132,109	-
FEMA-Assistance to Firefighters Grant FY22 - HAZMAT Training	97.044	EMW-2022-FG-03878	72,914	-
			249,715	-
Passed through City of Fillmore				
FEMA-Assistance to Firefighters Grant FY21 - Wildland Hose, PPE and Equipment	97.044	EMW-2021-FG-07646	60,885	-
Direct Program				
FEMA-Assistance to Firefighters Grant FY19	97.044	EMW-2019-FG-09826	(7,346)	-
FEMA-Fire Prevention & Safety Grant FY20 (FP&S Smoke)	97.044	EMW-2020-FP-00777	152,731	-
FEMA-Assistance to Firefighters Grant FY21	97.044	EMW-2021-FG-07031	29,532	-
FEMA-Assistance to Firefighters Grant FY22	97.044	EMW-2022-FG-04821	211,828	-
FEMA-Assistance to Firefighters Grant FY22 USAR	97.044	EMW-2022-FG-04892	73,161	-
FEMA-Assistance to Firefighters Grant FY20 Medic/Wellness	97.044	EMW-2020-FG-13213	220,765	-
			680,671	-
			991,271	-
Direct Program				
FEMA-Staffing for Adequate Fire and Emergency Response FY20	97.083	EMW-2020-FF-01126	444,203	-
SAFER-Staffing for Adequate Fire & Emergency Response Grant FY2021	97.083	EMW-2021-FF-01664	742,511	-
			1,186,714	-
Total U.S. Department of Homeland Security			**3,163,064**	-

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Justice				
Direct Program				
Equitable Sharing Program	16.922	CA0560400-NCIC	67,080	-
Passed through the County of Ventura				
Ventura County Sheriff's Office FY22 Transformation Works (JAG)	16.738	BSCC 1223-23	184,489	-
Direct Program				
FY18 Edward Byrne Justice Assistance Grant (JAG)	16.738	2018-DJ-BX-0852	4,985	-
FY19 Edward Byrne Justice Assistance Grant (JAG)	16.738	2019-DJ-BX-0688	43,468	37,740
FY20 Edward Byrne Justice Assistance Grant (JAG)	16.738	2020-DJ-BX-0781	49,239	33,094
FY21 Edward Byrne Justice Assistance Grant (JAG)	16.738	15PBJA-21-GG-01244-JAGX	57,335	10,409
FY22 Edward Byrne Justice Assistance Grant (JAG)	16.738	15PBJA-22-GG-02263-JAGX	10,173	9,156
FY23 Edward Byrne Justice Assistance Grant (JAG)	16.738	15PBJA-23-GG-03171-JAGX	5,766	-
			170,966	90,399
			355,455	90,399
Passed through the County of Ventura Sheriff Department				
FY21 National Sexual Assault Kit Initiative (SAKI)	16.833	15PBJA-21-GG-04347-SAKI	20,985	-
Total U.S. Department of Justice			**443,520**	**90,399**
U.S. Department of Transportation				
Highway Planning and Construction Cluster				
Passed through the State of California Department of Transportation				
Northside Vta Blvd. Between Balboa & Rose Avenue	20.205	CML-5129 (078)	425,912	-
Traffic Signal Various Locations	20.205	HSIPL 5129 (093)	1,196,564	-
City Wide Signal Mod	20.205	HSIPL 5129 (095)	(33,189)	-
Bicycle Facilities in Northeast Specific Plan	20.205	CML-086	354	-
Channel Island Blvd over Mandalay Bay - Bridge	20.205	BHLS-5129(069)	257,004	-
Channel Island Blvd over Edison Canal - Bridge	20.205	BHLS-5129(070)	2,412,987	-
Traffic Operations / Maintenance	20.205	CRALNI-109	1,000	-
Total Highway Planning and Construction Cluster			4,260,632	-
Highway Safety Cluster				
Passed through the State of California Office of Traffic Safety				
OTS Selective Traffic Enforcement Program FY23	20.600	PT23136	42,844	-
OTS Selective Traffic Enforcement Program FY24	20.600	PT24139	111,425	-
Total Highway Safety Cluster			154,269	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated				
Passed through the State of California Office of Traffic Safety				
Department of Alcohol Beverage Control ABC/OTS	20.608	22OTS110	3,815	-
Department of Alcohol Beverage Control ABC/OTS	20.608	24OTS113	14,336	-
OTS Selective Traffic Enforcement Program FY23	20.608	PT23136	97,710	-
OTS Selective Traffic Enforcement Program FY24	20.608	PT24139	271,302	-
			387,163	-
Total U.S. Department of Transportation			**4,802,064**	**-**
Corporation for National and Community Service				
Direct Program				
Retired and Senior Volunteer Program FY23-24	94.002	19SRPCA007	38,126	-
Retired and Senior Volunteer Program FY24-25	94.002	19SRPCA007	10,842	-
			48,968	-
Total Corporation for National and Community Service			**48,968**	**-**

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Health and Human Services				
Aging Cluster				
Passed through the County of Ventura Area Agency on Aging				
Special Programs for the Aging, Senior Nutrition Services	93.045	3500FY23-05	151,977	-
Total U.S. Department of Health and Human Services			**151,977**	**-**
U.S. Department of Treasury				
Direct				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	10,201,436	667,338
Passed through California Water Resources Control Board				
Coronavirus State &Local Fiscal Recovery-Wastewater Arrearage Payment Program	21.027	CA5610007-01	193,256	-
Coronavirus State & Local Fiscal Recovery Funds-Water Arrearage Payment Program	21.027	CA5610007-01	198,705	-
			391,961	-
Total U.S. Department of the Treasury			**10,593,397**	**667,338**
U.S. Environmental Protection Agency				
Direct Program				
Solid Waste Management Assistance Grants	66.808	98T18001	156,878	-
Oxnard Water Transmission Line Project - C2226	66.202	98T67101	436,065	-
			592,943	-
Total U.S. Department of Protection Agency			**592,943**	**-**
Total Direct Program			19,459,901	5,982,529
Total Pass Through			6,847,155	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 26,307,056	$ 5,982,529

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2024

1. **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal awards (Schedule) includes the Federal award activity of City of Oxnard (City) under programs of the Federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City. It does not include the Federal award activity of Oxnard Housing Authority, a blended component unit of the City, which expended $38,412,230 in Federal awards.

2. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. **INDIRECT COST RATE**

The City has not elected to use the 10% de minimis indirect cost rate.

4. **FEDERALLY-FUNDED LOANS**

The City administers loans, primarily forgivable loans, made from funds provided by the following Federal programs for the year ended June 30, 2024:

Federal Programs	Loans Outstanding
Community Development Block Grants (Assistance Listing #14.218)	$ 4,911,700
HOME Investment Partnership Program (Assistance Listing #14.239)	10,765,991

CITY OF OXNARD

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2024

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	*Unmodified*			
Internal control over financial reporting:				
• Material weaknesses identified?		Yes	x	No
• Significant deficiencies identified?		Yes	x	None reported
Noncompliance material to financial statements noted:		Yes	x	No

Federal Awards

Internal control over major programs:				
Material weaknesses identified?		Yes	x	No
Significant deficiences identified?	x	Yes		None reported
Type of auditor's report issued on compliance for major programs:	*Unmodified*			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	x	Yes		No

Identification of major programs:

CFDA No.	Name of Federal Program or Cluster
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds
14.218	Community Development Block Grants/Entitlement Grants
97.083	Staffing for Adequate Fire and Emergency Response

Dollar threshold used to distinguish between type A and type B programs:	$750,000			
Auditee qualified as low-risk auditee?	x	Yes		No

INDEX

CURRENT YEAR

MAJOR FEDERAL AWARD PROGRAMS

Community Development Block Grants/Entitlement Grants
- Program Income 2024-001
- Late Filing of Reports 2024-002

Staffing for Adequate Fire & Emergency Response
- Late Filing of Reports 2024-003
- Lack of Timesheet Approval 2024-004

FINANCIAL STATEMENTS
- None

PRIOR YEAR

FINANCIAL STATEMENTS
- Information Technology General Controls 2020-001

CURRENT YEAR FINDINGS AND QUESTIONED COSTS – MAJOR PROGRAMS

2024-001 – Program Income (SD, NC)

Federal Program Title:	Community Development Block Grants/Entitlements Grants
Federal Catalog Number:	14.218
Federal Agency:	U.S. Department of Housing and Urban Development
Category of Finding:	Program Income

Criteria: Office of Management and Budget (OMB) 2 CFR Part 200, Subpart D, Section 200.307(a), requires that Program income must be expended prior to requesting additional Federal funds. Program income exceeding amounts specified in the Federal award may be added to or deducted from the total allowable costs in accordance with the terms and conditions of the Federal award.

Condition: During our audit, it was noted that the City recorded part of the program income as deferred revenue rather than recognizing the full amount upon receiving the gross income earned and generated by CDBG loan activity

Cause: Lack of appropriate controls over program income.

Effect or Potential Effect: Failure to properly report and manage program income could result in non-compliance with federal regulations, potential repayment of misused funds, and could jeopardize future funding opportunities. Furthermore, the mismanagement of program income could lead to inaccurate financial reporting and a lack of accountability in the program's financial operations.

Questioned Cost: $152,065

Context: Program income is still in the process of being reconciled for prior and current year. It appears that the current personnel have a misunderstanding regarding the recording and use of program income.

Repeat of a Prior-Year Finding: No.

Recommendation: We recommend the City to implement a comprehensive program income tracking and reporting system that ensures compliance with federal regulations. The system should include detailed procedures for documenting income generated, ensuring the funds are allocated to the proper grant or project, and reporting the income accurately in accordance with grant terms. Regular training should also be provided to staff responsible for grant management to ensure adherence to federal guidelines and the organization’s internal controls.

Management Response and Corrective Action Plan

City's Response: The City is aware of the OMB 2 CFR Part 200 regulations that pertain to program income and will improve its internal controls to ensure compliance with federal regulations.

Corrective Action Plan: The City will improve its internal controls by implementing a new policy and procedures that will require staff training and outline detailed procedures for complying with program income regulations. The policy will: (1) require staff to annually participate in HUD trainings related to program income, (2) require staff to immediately deposit and reconcile program income upon receipt, (3) require staff to prepare a monthly program income report and (4) require management to review the program income report to ensure program income is applied to eligible expenses prior to drawing down grant funds.

Planned Implementation Date: March 25, 2025

Responsible Person(s): Albert Ramirez, Assistant Director; Denise Ledesma, Grants Coordinator; and Adrianne Sarreal, Analyst.

2024-002 – Late Filing of Reports (SD, NC)

Federal Program Title:	Community Development Block Grants/Entitlements Grants
Federal Catalog Number:	14.218
Federal Agency:	U.S. Department of Housing and Urban Development
Category of Finding:	Reporting

Criteria: Pursuant to the OMB 2 CFR Part 200, Appendix XI, Compliance Supplement May 2024, Part 4 – 14.218 Community Development Block Grants/Entitlements Grants (page 4-14.218-25 & 26), the Cash on Hand Quarterly Report, must be submitted to the grantee's HUD local field office within 30 days after the end of the reporting period.

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Pub. L. No. 110-252, hereafter referred as the "Transparency Act" that are codified in 2 CFR Part 170, recipients (i.e., direct recipients) of grants or cooperative agreements are required to report first-tier subawards of $30,000 or more to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the subaward. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

Condition: The City failed to submit all of the Fiscal Year 2024 Cash on Hand Quarterly Reports within the required 30-day period following each reporting quarter until February 2025. The City did not submit subaward information for subrecipients receiving federal funds of $30,000 or more from the City to the FSRS until February 2025. These reports were due by the end of the month following the issuance of each subaward. Additionally, staff responsible for financial reporting were not adequately trained on the specific requirements for reporting under federal grants, which contributed to the late submission of the reports.

Cause: Lack of appropriate control over reporting.

Effect or Potential Effect: Noncompliance may result in suspension, termination, or disallowance of grant funds, and delay or withhold of future grant payments.

Questioned Cost: None.

Repeat of a Prior-Year Finding: No.

Recommendation: We recommend that the City develop and implement policies and procedures for completeness and timely submission of reports. This may include:

1. Thoroughly review the reporting requirements each year for any possible updates, substitutions, or missing reports, and document the process, including the preparer and reviewer.
2. Prepare a listing of subaward agreements, including details such as the subrecipient, original and amended amounts, execution date (i.e., when it becomes legally binding), reporting date, name of the person who submitted the report, name of the person who reviewed the report, etc., for each program to identify and track the reporting of subaward information.
3. Staff responsible for financial reporting should receive specific training on federal reporting requirements to ensure accuracy and compliance.

Management Response and Corrective Action Plan

City's Response: The City is aware of the OMB 2 CFR Part 200 regulations that pertain to Cash on Hand Report and Federal Funding Accountability and Transparency Act (FFATA) reporting.

With respect to the Cash on Hand Report, staff reviewed the published HUD guidance but needed further clarification to properly complete the report. Staff reached out to our HUD Representative and received clarification. Staff has all the information needed to properly complete the report and plan to submit the report quarterly as required.

With respect to the FFATA Reporting, staff inadvertently thought the report was due annually, rather than monthly.

Corrective Action Plan: The City will improve its internal controls by implementing a new policy and procedures that will: (1) require staff to annually participate in HUD trainings related to federal grant reporting, (2) require management and staff to meet monthly to discuss and track federal reporting requirements and review a listing of subaward agreements and (3) require staff to submit the Cash on Hand Report quarterly and the FFATA Report monthly.

Planned Implementation Date: March 25, 2025

Responsible Person(s): Albert Ramirez, Assistant Director; Denise Ledesma, Grants Coordinator; and Adrianne Sarreal, Analyst.

2024-003 – Late Filing of Reports (NC)

Federal Program Title:	Staffing for Adequate Fire & Emergency Response
Federal Catalog Number:	97.083
Federal Agency:	U.S. Department of Homeland Security
Category of Finding:	Reporting

Criteria: According to Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant program, recipients are required to submit semi-annual Federal Financial Reports and Program Performance Reports within 30 days after the end of each reporting period.

Condition: The City submitted the Performance Progress Report for the period of January 2024 to June 2024 one day late, and the Federal Financial Report for the period of July 2023 to December 2023 three months late.

Cause: The primary cause of the delayed financial reporting was the unexpected turnover of key staff members responsible for financial reporting. The City did not have sufficient backup procedures in place to ensure a smooth transition or proper training for new personnel in time to meet reporting deadlines. This lack of continuity resulted in delays in financial data preparation.

Effect or Potential Effect: The delays in financial reporting may lead to non-compliance with federal reporting requirements. This could impact the City's standing with the funding agency, potentially affecting future funding opportunities

Questioned Cost: None.

Repeat of a Prior-Year Finding: No.

Recommendation: We recommend the City to establish a contingency plan to address staff turnover, including cross-training key personnel and maintaining detailed documentation of financial reporting processes. The City should also implement a standardized handoff procedure to ensure that incoming staff are adequately trained and have access to the necessary resources to continue the reporting function without disruption.

Management Response and Corrective Action Plan

City's Response: As noted in the auditor findings, the late filings for Safer Grant Reporting in Fiscal Year 2024 were due to turnover in the department's grant administrator position and the redistribution of work responsibilities. The slight delays in the reporting did not produce any notice of non-compliance or draw-down withholdings by the Grantor. The Department has completed the redistribution of work responsibilities and now has a dedicated grant administrator and management oversight.

Corrective Action Plan: The department will develop a contingency plan and training procedures to ensure continuity of grant procedures and a review process to ensure reporting accuracy.

Planned Implementation Date: June 30,2025

Responsible Person(s): Rose Rodarte and Francine Gutierrez

2024-004 – Lack of Timesheet Approval (NC)

Federal Program Title:	Staffing for Adequate Fire & Emergency Response
Federal Catalog Number:	97.083
Federal Agency:	U.S. Department of Homeland Security
Category of Finding:	Activities Allowed/Unallowed

Criteria: According to 2 CFR 200.430, employees working on federally funded projects are required to submit timesheets that accurately reflect the time spent on the project. These timesheets must be approved by a responsible supervisor to ensure that the reported hours are accurate, reasonable, and properly allocated. Additionally, organizations must establish and maintain effective internal controls to ensure compliance with timekeeping and payroll procedures.

Condition: During the audit, it was found that the City's time roster report approval process was not consistently followed. We selected four pay periods for testing. In two of these periods, the time roster reports were not properly reviewed and approved by a battalion chief supervisor before submission for payroll processing. These time roster reports were automatically approved by the system to meet payroll processing deadlines, bypassing the required supervisory review.

Cause: The failure to adhere to the time roster report approval process was due to a lack of oversight and insufficient enforcement of internal control procedures.

Effect or Potential Effect: The lack of proper time roster approval creates a risk of inaccuracies in the allocation of payroll costs to federal grants, which could result in non-compliance with federal regulations. Additionally, failure to follow the required process could lead to improper charging of labor costs, potentially jeopardizing the City's eligibility for future funding and risking the disallowance of grant-related costs.

Questioned Cost: None.

Repeat of a Prior-Year Finding: No.

Recommendation: We recommend the City to strengthen its internal controls related to time roster report approval. Specifically, a formal time roster report approval process should be implemented that includes clear guidelines for timely approval by supervisors. The City should also establish a tracking system to ensure that time roster report is approved before submission for payroll processing. Regular training for staff and supervisors on the importance of accurate timekeeping and approval procedures should be conducted to reinforce compliance with federal grant requirements.

Management Response and Corrective Action Plan

City's Response: The City uses Telestaff to maintain Fire employees' work schedules and as the system of record for payroll timekeeping. The audit identified several rosters that were not finalized (approved) by the Duty Chief before the conclusion of their shift and were auto-finalized by the system. Going forward, the City will ensure that the finalization process by the Duty Chief, which essentially serves to confirm that the time and attendance as reflected in Telestaff is what was actually worked, is adhered to. Oxnard Fire Department Policy 1005 requires that the Duty Chief review and approve the roster at the conclusion of their shift to verify the accuracy of the roster for payroll processing.

In instances where overtime related to late relief is in unapproved status (depicted with an asterisk in the system), the Duty Chief will ensure the late relief is approved before finalizing the daily roster.

After the roster is finalized (approved) by the Duty Chief, the timekeeper reviews the roster for the appropriate general ledger account(s), paycode(s), and project coding to ensure proper accounting of payroll costs. If the Duty Chief has not finalized the roster by 0800, the timekeeper will inform the Department Assistant Chiefs to initiate completion of the task.

Corrective Action Plan: The Department will conduct a formal review of its processes and policies to identify potential weaknesses in the payroll timekeeping and approval process, and will update its policies and procedures to align with the roles and responsibilities of those involved in rostering and timekeeping. The department has already taken corrective action to ensure that duty chiefs are finalizing the rosters before the end of their shift and making it the responsibility of the timekeeper to initiate action when finalization by the Duty Chiefs has not occurred so the timekeepers review process can be completed.

Planned Implementation Date: June 30, 2025

Responsible Person(s): Karsten Guthrie and Rose Rodarte

PRIOR YEAR FINDINGS AND QUESTIONED COSTS - FINANCIAL STATEMENTS

2020-001 – Information Technology (IT) General Controls (SD)

Criteria: IT general controls (ITGC) are basic controls applied to IT systems. The objectives of ITGC are to ensure the integrity of data and processes that the IT systems support. ITGC have a pervasive effect on the City's system of internal control over financial reporting.

Condition: We evaluated the design and implementation of ITGCs and noted 12 findings. We communicated such findings to the IT Department. Because those findings reveal vulnerabilities to, or otherwise increase the potential for an attack on, the information technology systems of the City, the details of the findings will not be published in this document. They will, however, be communicated to the City Council via a separate confidential written report.

Repeat of a Prior-Year Finding: 1 out of 12 were repeat findings as of FY24

Recommendation: Our recommendations will be communicated to the City Council via a separate confidential written report.

City's Response 2024: The City's corrective action plan will be communicated to the City Council via a separate confidential written report.

EP's Comment 2024: In progress



Single Audit Report for
Fiscal Year Ended June 30, 2024

City Council

May 6, 2025

EADIE PAYNE LLP

AGENDA

1 Introduction

2 Schedule of Expenditures of Federal Awards (SEFA)

3 Major Program

4 Internal Control Findings

5 Non-Compliance Findings

Introduction

- Single Audit Report
  - Internal Control Report Required by *Government Auditing Standards*
  - Report on Compliance for Each Major Program
  - Report on Internal Control on Internal Control over Compliance
  - Report on the Schedule of Expenditures of Federal Awards

Schedule of Expenditures of Federal Awards (SEFA)

- Total Expenditures $26.31M
- Major Programs 3
- Total Programs 19

Major Programs

	Program		Total Program Expenditures	Provided to Subrecipients
1	Local Government Fiscal Recovery Fund (CSLFRF aka ARPA fund)	Direct from the U.S. Department of Treasury	$ 10,201,436	$ 667,338
		Passed through California Water Resources Control Board	391,961	-
		Total	10,593,397	667,338
2	Community Development Block Grants/Entitlement Grants Program (CDBG)	Direct from the U.S. Department of Housing and Urban Development	5,228,070	4,562,908
3	Staffing for Adequate Fire & Emergency Response (SAFER)	Direct from U.S. Department of Homeland Security	1,186,714	-
		Total Major Program	$ 17,008,181	$ 5,230,246

Internal Control Findings

- **No internal control findings in FY2024**
- **Prior year findings**
  - Financial Statements – In Progress
    - 2020-001 Information Technology (IT) General Controls

Non-Compliance Findings

Current year findings:

- **Community Development Block Grants (CDBG)**
  - Program Income 2024-001
  - Late Filing of Reports 2024-002
- **Staffing for Adequate Fire & Emergency Response (SAFER)**
  - Late Filing of Reports 2024-003
  - Lack of Timesheet Approval 2024-004

THANK YOU!

Brandon Ferrell

bferrell@eadiepaynellp.com

909.241.7814



FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: May 6, 2025

TO: Finance & Governance Committee

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Update on the Financial Corrective Action Plan (CAP) for Closing Past Audit Findings.(10 minutes)

RECOMMENDATION

That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6-oCm0l3P5A

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ending June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remained unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remained unresolved. FY 2021-22 was the third year in a row where the City had no material weaknesses. For FY 2022-23, there were no new findings for accounting and financial management (for the second year in a row); only one prior finding remained unresolved. For FY 2023-24, the single audit identified four new compliance findings for accounting and financial management: two findings that are significant deficiencies in internal control over major federal programs and two findings related to noncompliance with grant requirements. The one prior finding remains unresolved. FY 2023-24 is the fifth year in a row where the City has no material weaknesses. Below is a table summarizing the audit finding history.

History of Findings by Fiscal Year	A # of New Findings	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186
FY 2022-23	0	0	186
FY 2023-24	4	0	190

In order to correct the various accounting and financial management audit findings, the City was required to produce a Financial Corrective Action Plan, or FCAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months. During the last FCAP update, the Finance Department proposed that the FCAP Update change from twice a year to once a year.

DISCUSSION

As reported in our last update to the Finance and Governance Committee in December 2024 (and in January 2025 to City Council as a receive and file update), only one finding remained outstanding and the City had no new findings for two consecutive years. The City continued to make progress on the corrective actions for the remaining finding related to the Information Technology General Controls and the City Council continues to receive updates on the IT General Controls finding through separate confidential reports.

Since the last update, the City's Fiscal Year 2023-24 Single Audit identified four new grant compliance findings. Two findings are significant deficiencies in internal control over major federal programs and two findings are related to noncompliance with grant requirements. For finding rating definitions, please see the table below.

Two significant deficiencies were identified related to the Housing Department's compliance with Community Development Block Grants/Entitlement Grants (CDBG) requirements: (1) lack of appropriate controls over program income and (2) lack of appropriate controls over grant reporting.

Two findings of noncompliance were identified related to the Fire Department's compliance with Staffing for Adequate Fire and Emergency Response Grants (SAFER) requirements: (1) delays in grant reporting and (2) instances of lack of supervisor time sheet approval.

Both the Housing Department and the Fire Department have committed to Corrective Actions Plans to remediate the findings. These Corrective Action Plans are on track to be completed by June 30, 2025.

Overall, the City has improved accounting and financial compliance, resulting in no material weaknesses for five consecutive years.

Finding Rating	Definition
Material Weakness	A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.
Significant Deficiency	A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.
Non-compliance	Non-compliance refers to an organization's failure to adhere to applicable laws, regulations, and program requirements related to federal awards, as outlined in the Uniform Guidance.
Best Practice	A best practice refers to matters that are opportunities for strengthening internal controls and/or operating efficiency.

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.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Three General Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/40X1FVZpjMk

BACKGROUND

Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department. After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor. This allowed the remaining maintenance staff the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine contract maintenance, as well as street landscape improvements, renovating landscapes, and repairing and modernizing the irrigation systems. To provide equal levels of service, the City was divided into three contract areas (regions) consisting of approximately equal amounts of street landscaping, and then bids were solicited for each contract area. In addition to providing equal levels of service, having three contract areas also provides the flexibility to solicit a new contractor for one of the Agreements, in the event of the contractor underperforming in that region, without disrupting services in the other contract areas of the City.

On June 29, 2021, the City Council approved two Agreements to Garcia's Landscapes as the lowest responsive bidder for Regions 1 and 3 and an Agreement to Mariposa Landscapes, Inc. as the lowest responsive bidder for Region 2. The original not-to-exceed amount for all three Agreements, which provided monthly street landscape maintenance, was $6,025,000 for the three-year terms ending June 30, 2024. Each of these Agreements was amended by the City Council in 2022 to increase the levels of service to twice per month and then, in 2024, extend each term for one additional year. The three Street and Median Landscape Maintenance Agreements will expire on June 30, 2025. The not-to-exceed amount for all three Agreements during the four-year terms is $9,967,000, with an estimated final expense of $9,624,276 for the

service performed. This table shows the final monthly rates for services in each region:

Region	Contractor / Agreement	Final Monthly Cost
1	Garcia's A-8344	$69,310*
2	Mariposa A-8345	$71,808*
3	Garcia's A-8346	$74,935*
	TOTAL MONTHLY	**$216,053***

* These are the adjusted rates that were changed in July 2022 for additional maintenance areas within each region and increasing the maintenance frequency from once per month to twice per month.

DISCUSSION

On December 4, 2024, the City released a Request For Bid (RFB No. 25-61) for Landscape Maintenance Services within the City Street and Median Landscapes. Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The City solicited a bid for each of the three regions. The three Agreements provide weekly services for arterial street landscape maintenance that include: some turf management, shrub and ground cover pruning, hardscape maintenance, litter and debris removal, weed control, minor tree care, and "Additional Services".

The "Additional Services" for all three agreements provide additional contract capacity and flexibility for on-call landscape maintenance and debris removal services, which are outside of the scheduled routine maintenance services. These additional services will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds. The City currently uses multiple agreements with different vendors to complete on-call landscape services. As these Agreements expire, consolidating these services into newly awarded landscape agreements will increase efficiency, along with eliminating the time required to solicit for these on-call services. The "Additional Services" are budgeted at 50% of each fiscal year. However, there is no guarantee to the contractor that these services will be requested or performed. Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.

On December 11, 2024, the City held a mandatory job walk with potential bidders. This allowed Staff to clarify any questions from the contractors and go over the expectations of the Scope of Services that provide weekly maintenance services throughout the street landscapes. Seven contractors attended the job walk. The deadline for submitting proposals was January 7, 2025, and the City received a total of six proposals. GreenCoast Landscapes Inc. ("GreenCoast") provided the lowest responsible bid for each of the three contract areas. The monthly bid amounts from each contractor to provide weekly services within all three regions of the Street and Median Landscape Maintenance are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$121,790.00*
Natural Green Landscape	$138,643.00
Mariposa Landscapes	$170,984.00
Garcia's Landscape	$180,177.00
Four Seasons	$208,000.00
JAS Landscape	$305,000.00

*The total monthly bid amount from GreenCoast for weekly service is $94,263 less per month than the current agreements for twice-monthly service.

On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements as stated in the contract documents. Staff has confirmed that GreenCoast meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center. Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

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 all three Agreements with GreenCoast Landscapes Inc. shall not exceed $11,640,000 during the maximum five-year term if extended for all years. Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process. The not-to-exceed amount for year one provides capacity for "Additional Service" to perform on-call landscape tasks as well as modify the service frequencies. These services will only be authorized by staff through Task Orders for additional site visits, landscape maintenance, debris control, and weather events within the specified Scope of Services. The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at a maximum of 3% per year, if authorized by the City.

Region	Account	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
32500412 Region 1	1013304-53200	$ 480,000	$ 494,000	$ 509,000	$ 524,000	$ 538,000	**$ 2,545,000**
Additional Services Region 1	1013304-53200	$ 240,000	$ 247,000	$ 255,000	$ 262,000	$ 270,000	**$ 1,274,000**
32500413 Region 2	1013304-53200	$ 540,000	$ 556,000	$ 573,000	$ 590,000	$ 604,000	**$ 2,863,000**
Additional Services Region 2	1013304-53200	$ 270,000	$ 278,000	$ 287,000	$ 295,000	$ 301,000	**$ 1,431,000**
32500414 Region 3	1013304-53200	$ 444,000	$ 456,000	$ 470,000	$ 484,000	$ 496,000	**$ 2,350,000**
Additional Services Region 3	1013304-53200	$ 222,000	$ 228,000	$ 235,000	$ 242,000	$ 250,000	**$ 1,177,000**
	Total	**$2,196,000***	**$2,259,000**	**$2,329,000**	**$2,397,000**	**$2,459,000**	**$ 11,640,000**

*Current annual cost for all three regions for twice monthly services and no "As-Needed" services is $2,592,636.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500412 GreenCoast Landscapes Inc - Streets Region 1
2. Agreement 32500413 GreenCoast Landscapes Inc - Streets Region 2
3. Agreement 32500414 GreenCoast Landscapes Inc - Streets Region 3
4. 25-61 Streets and Median Landscape Maintenance Tabulation Sheet
5. Prior Agreements - Medians Landscape Rates
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for Streets and Medians landscape maintenance (Region 1).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $3,819,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City’s Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City’s Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider’s Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER’S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City’s monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. **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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 1 (Weekly)	$ 39,960.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Overseeding	$ 250.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Weed Control	$ 100.00 /1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

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

SAMPLE

Exhibit INS-D

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

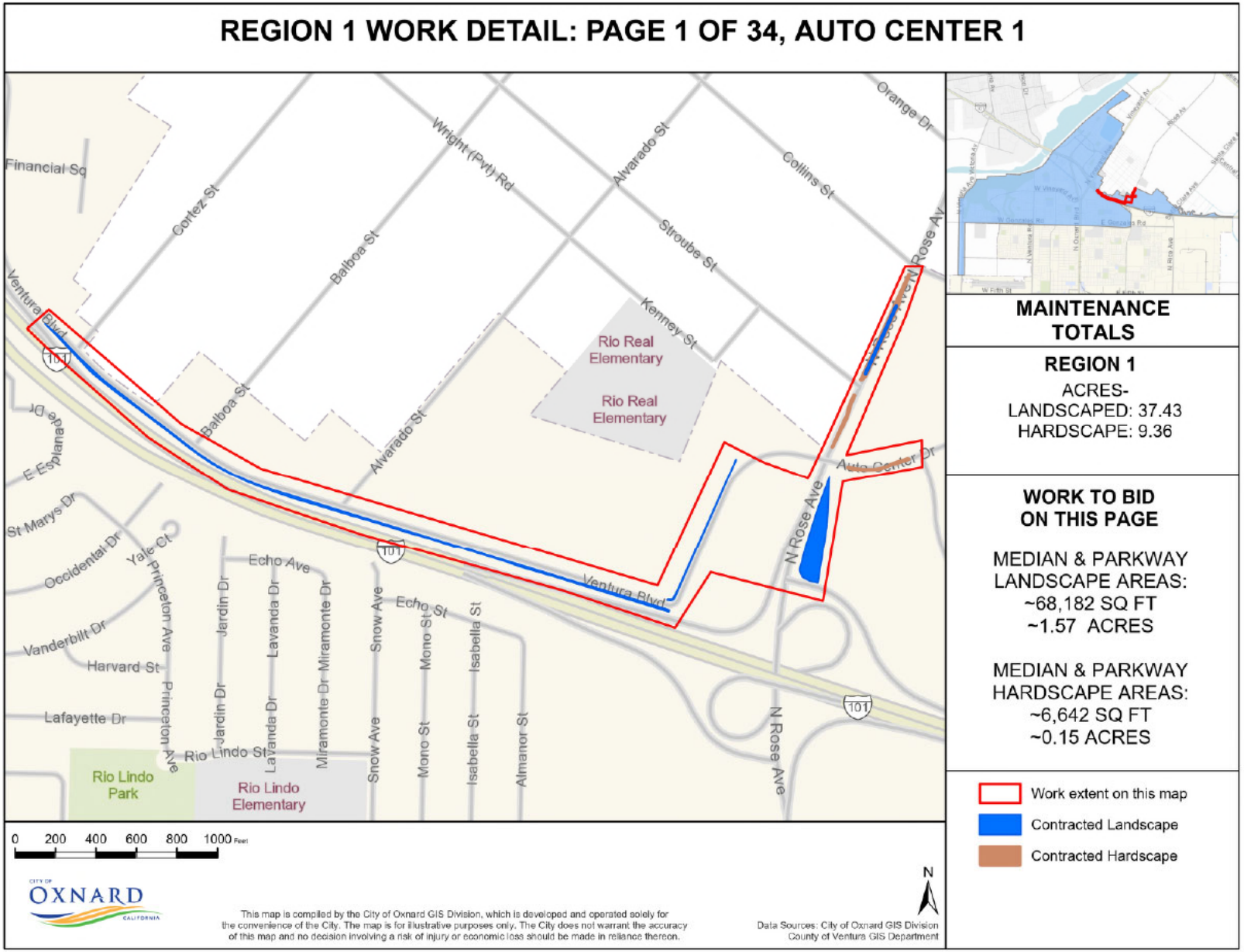
City Of Oxnard: Date: 7/24/2023

EXHIBIT H

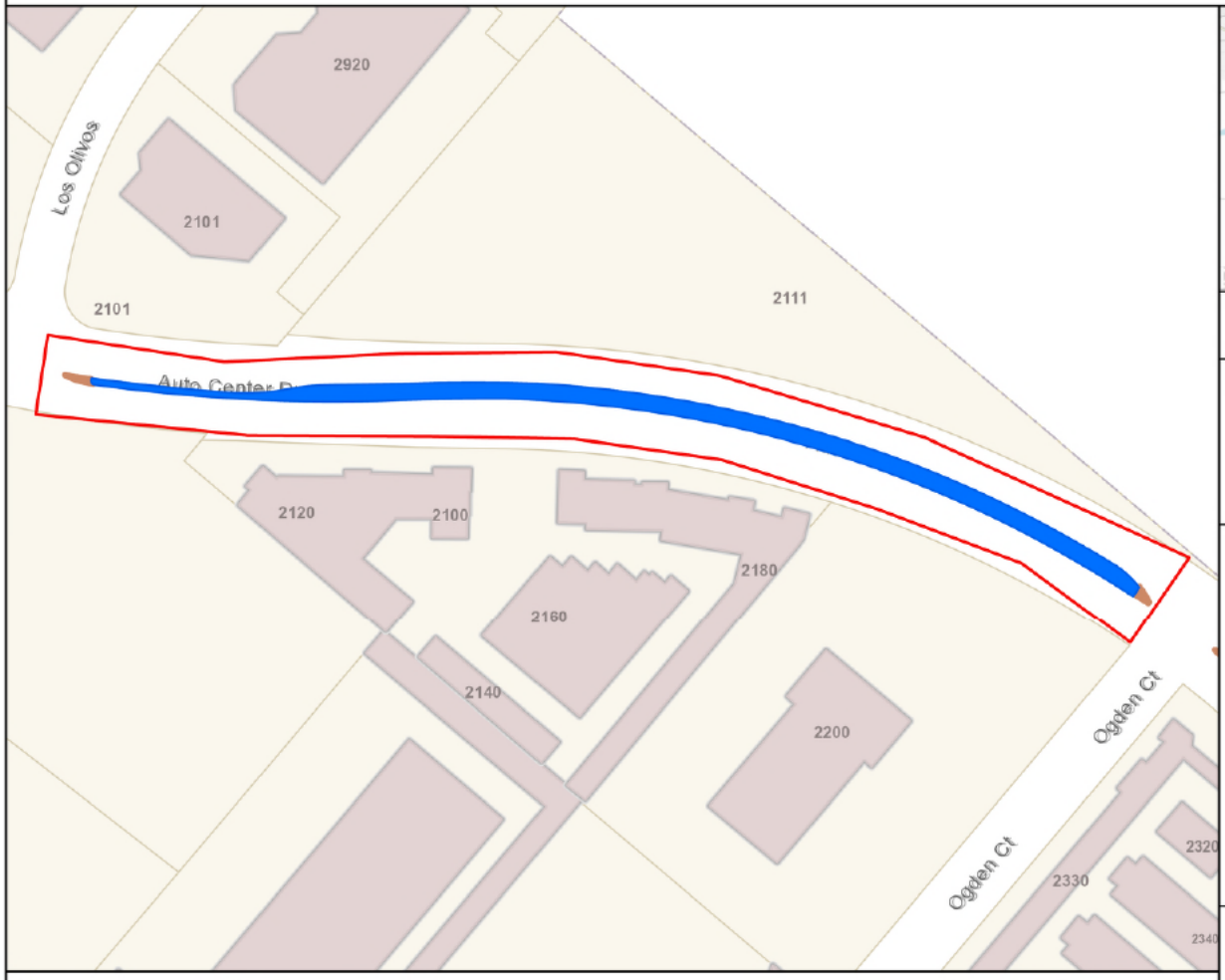
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

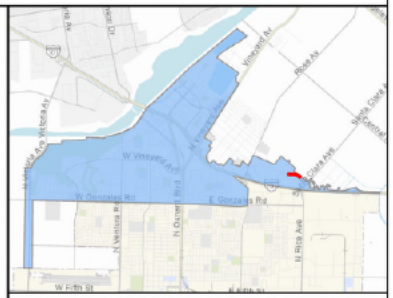
SERVICE AREA LOCATION MAPS

[Please see following pages]


REGION 1 WORK DETAIL: PAGE 1 OF 34, AUTO CENTER 1
Financial Sq
Cortez St
Wright (Pvt) Rd
Alvarado St
Collins St
Orange Dr
Ventura Blvd
Balboa St
Stroube St
Kenney St
Rio Real Elementary
Rio Real Elementary
N Rose Ave
Auto Center Dr
E Esplanade Dr
St Marys Dr
Occidental Dr
Yale Ct
Princeton Ave
Echo Ave
Jardin Dr
Lavanda Dr
Miramonte Dr
Snow Ave
Echo St
Mono St
Isabella St
Vanderbilt Dr
Harvard St
Lafayette Dr
Rio Lindo St
Almanor St
Rio Lindo Park
Rio Lindo Elementary
101
0 200 400 600 800 1000 Feet
CITY OF OXNARD CALIFORNIA
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~68,182 SQ FT
~1.57 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 2 OF 34, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

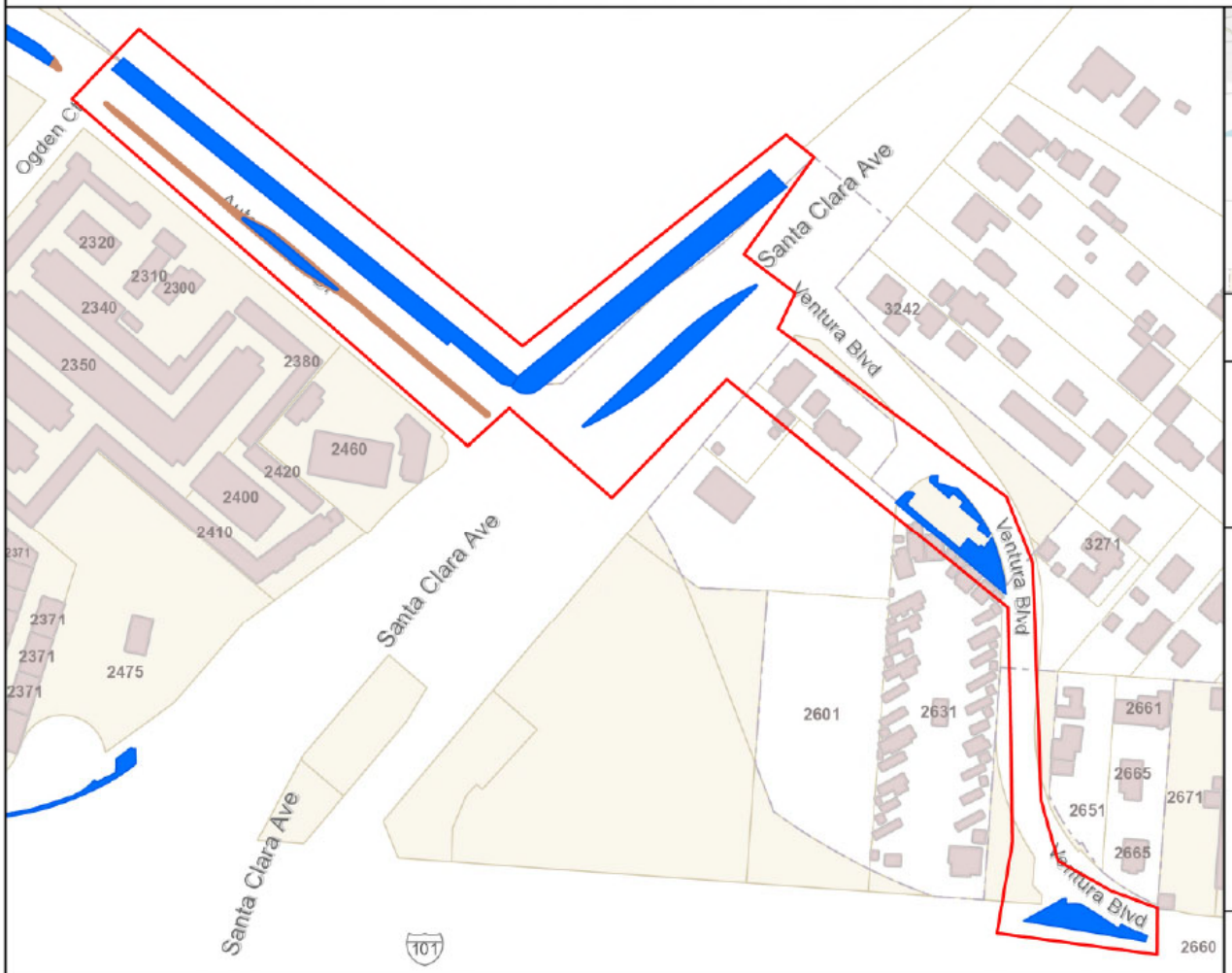
Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 3 OF 34, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

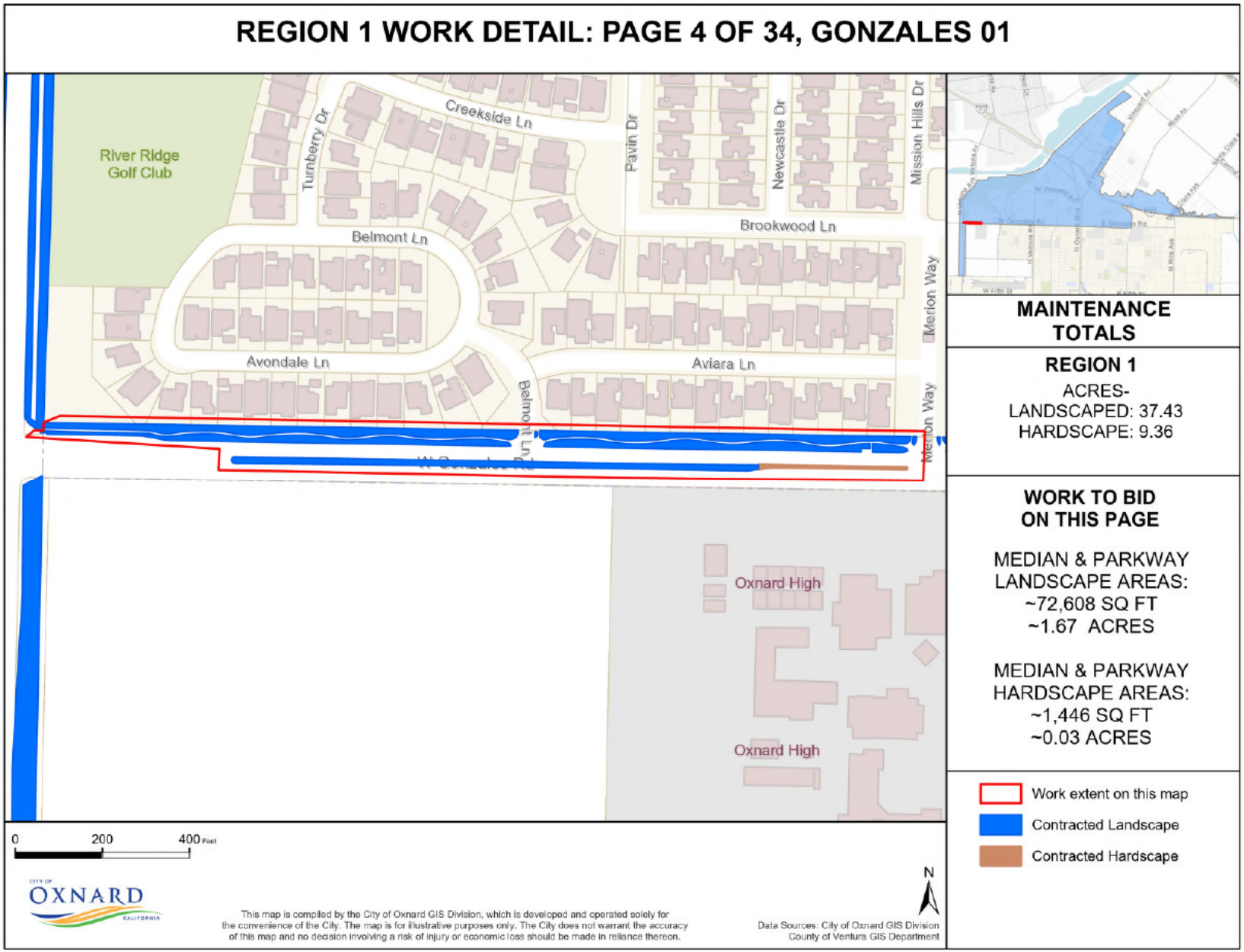
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

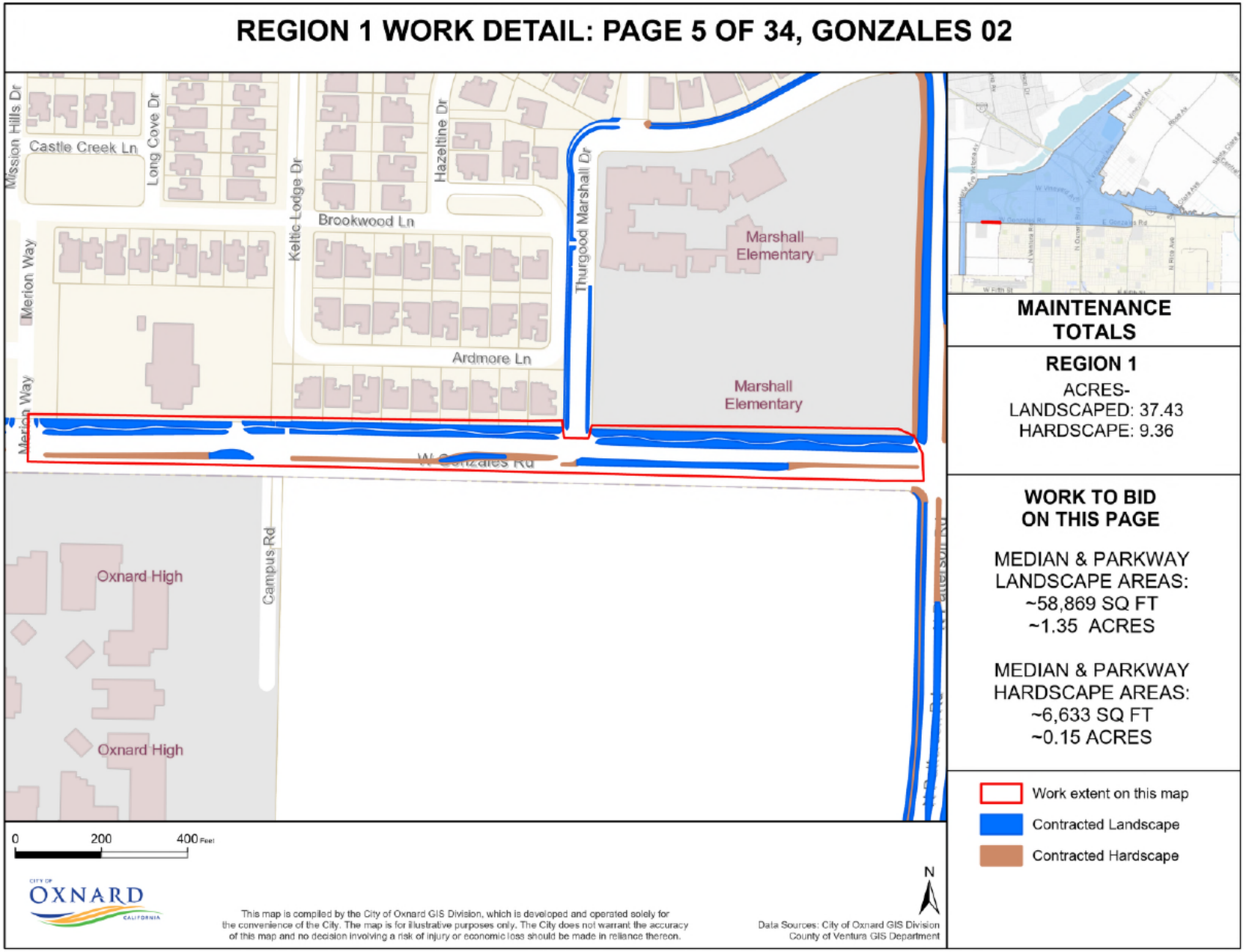
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

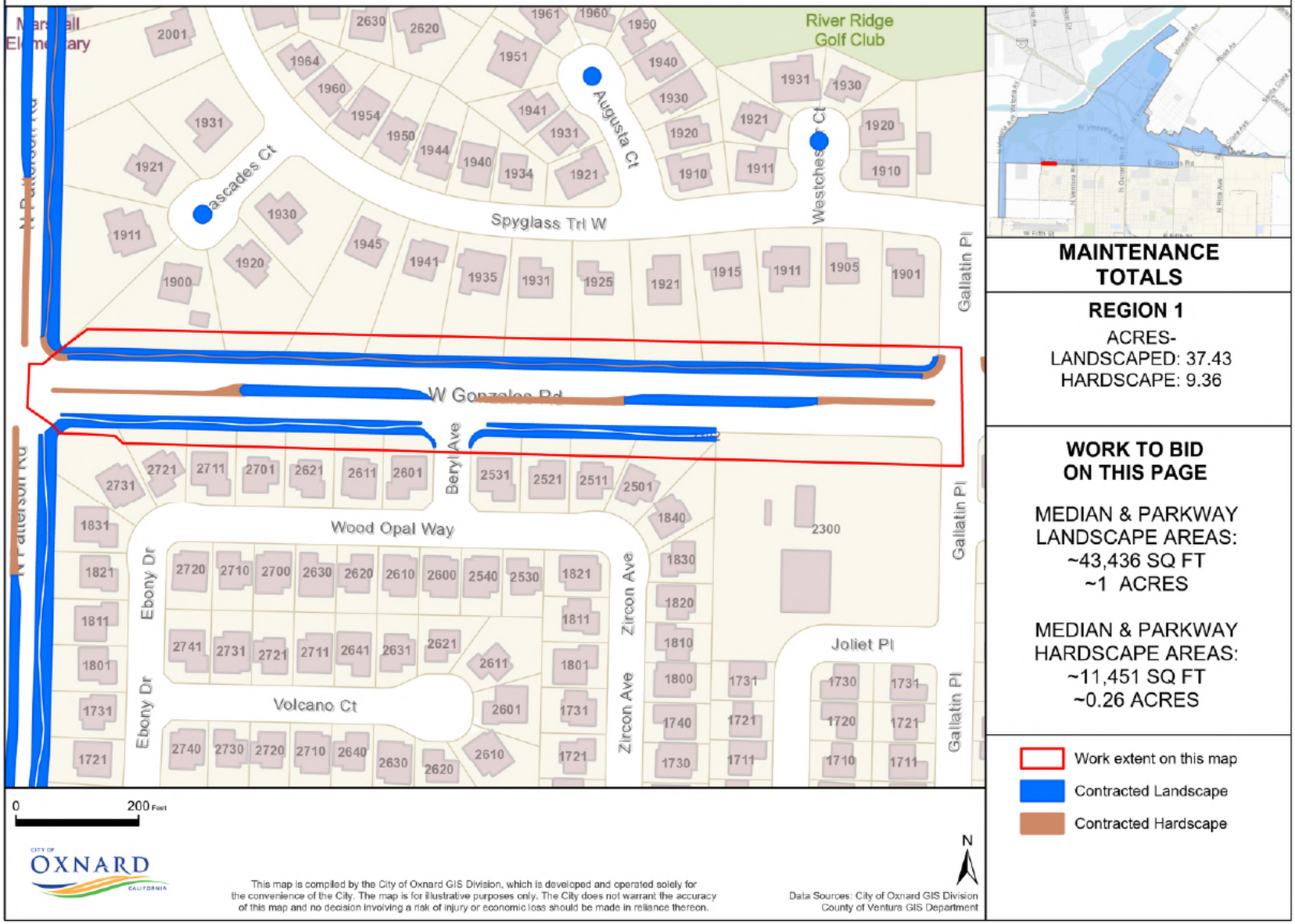
MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape


REGION 1 WORK DETAIL: PAGE 4 OF 34, GONZALES 01
River Ridge Golf Club
Turnberry Dr
Creekside Ln
Pavin Dr
Newcastle Dr
Mission Hills Dr
Brookwood Ln
Belmont Ln
Merlon Way
Avondale Ln
Aviara Ln
Belmont Ln
Merlon Way
Oxnard High
Oxnard High
0
200
400 Feet
CITY OF OXNARD CALIFORNIA
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape


REGION 1 WORK DETAIL: PAGE 5 OF 34, GONZALES 02
Mission Hills Dr
Castle Creek Ln
Long Cove Dr
Hazeltine Dr
Keltic Lodge Dr
Brookwood Ln
Thurgood Marshall Dr
Marshall Elementary
Merion Way
Ardmore Ln
Marshall Elementary
W Gonzales Rd
Campus Rd
Oxnard High
Oxnard High
0
200
400 Feet
OXNARD
CALIFORNIA
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 6 OF 34, GONZALES 03



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

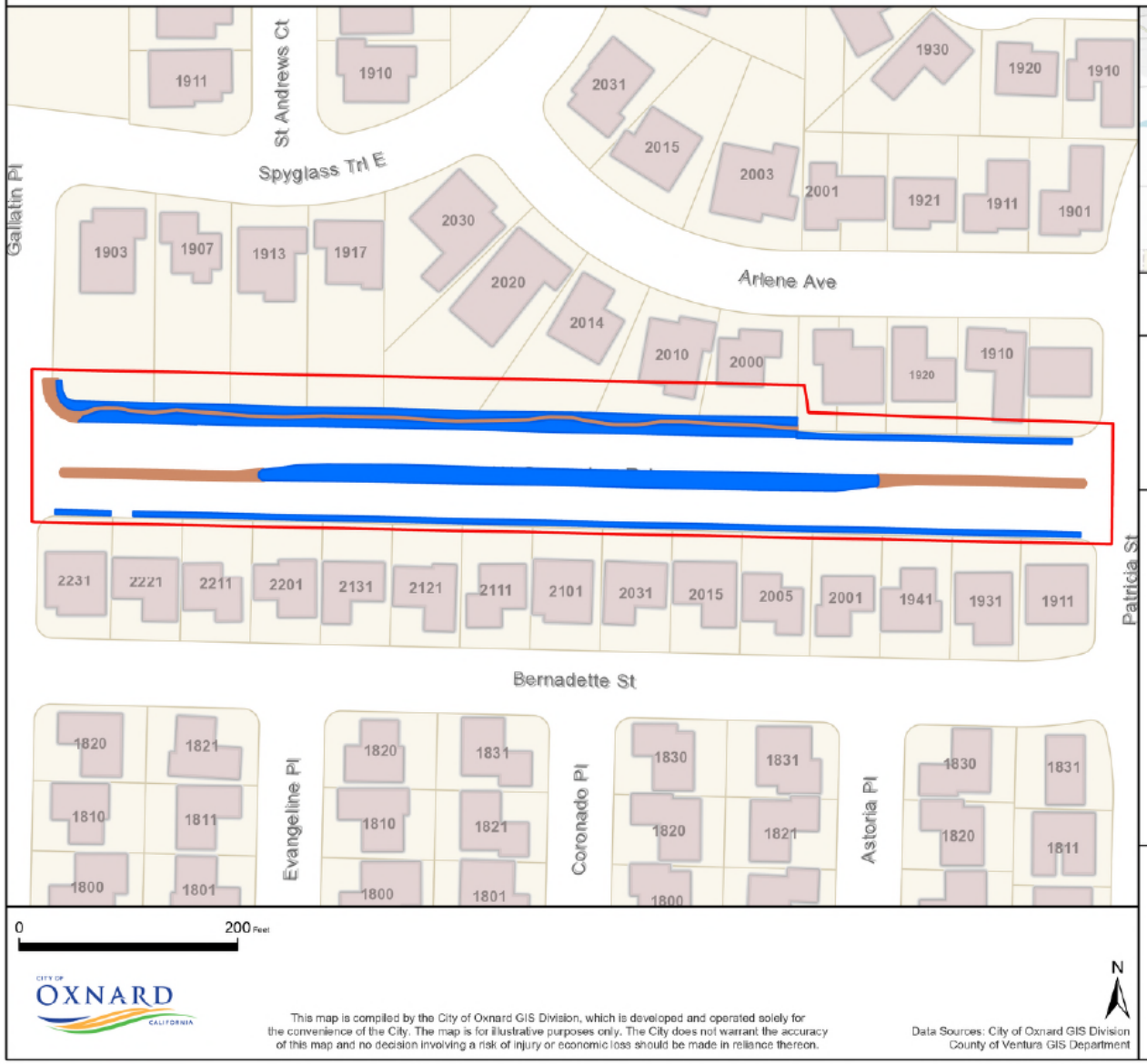
WORK TO BID ON THIS PAGE

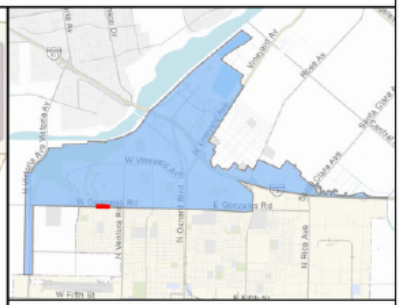
MEDIAN & PARKWAY LANDSCAPE AREAS:
~43,436 SQ FT
~1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,451 SQ FT
~0.26 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 7 OF 34, GONZALES 04





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

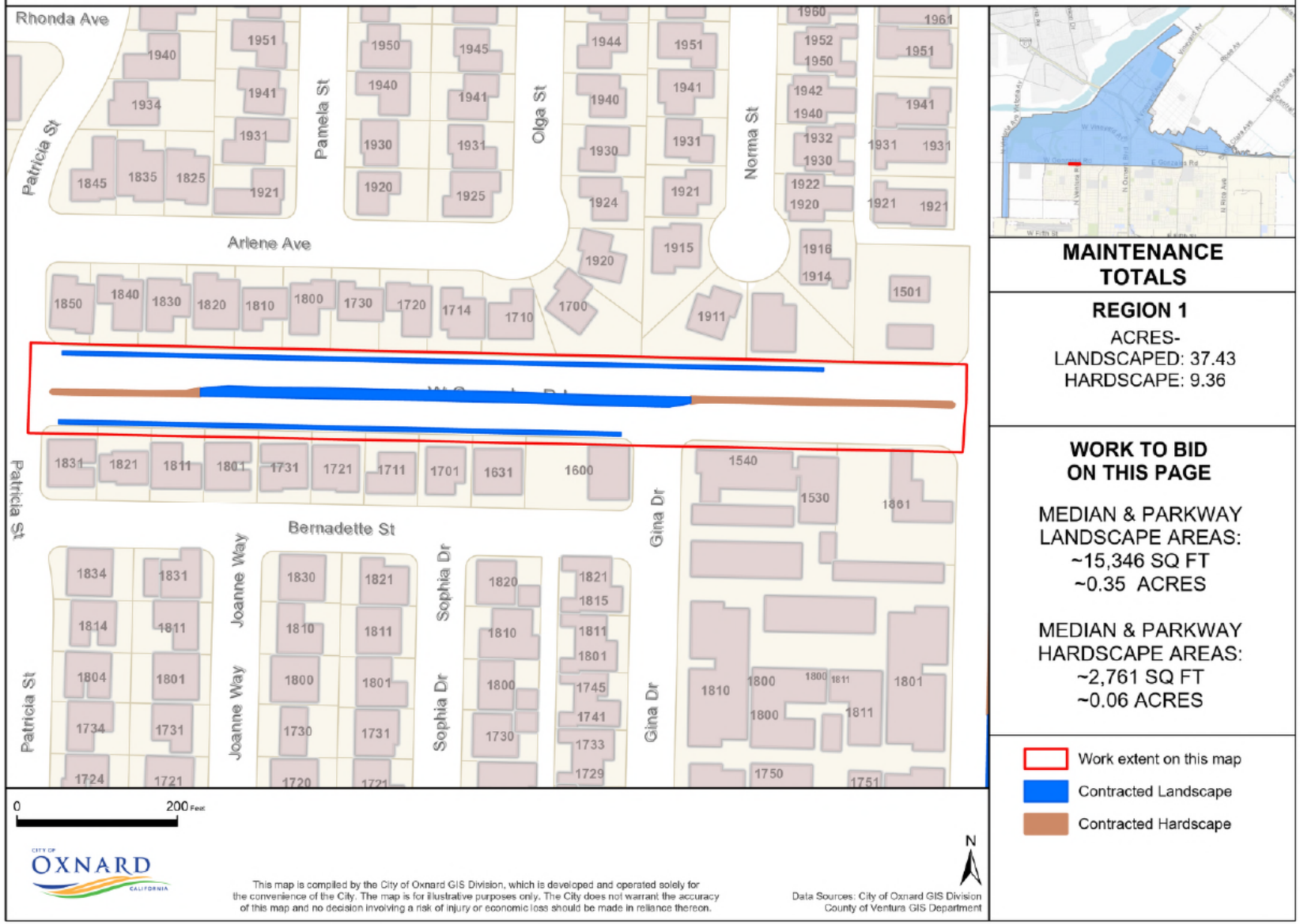
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,479 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,334 SQ FT
~0.15 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 8 OF 34, GONZALES 05



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

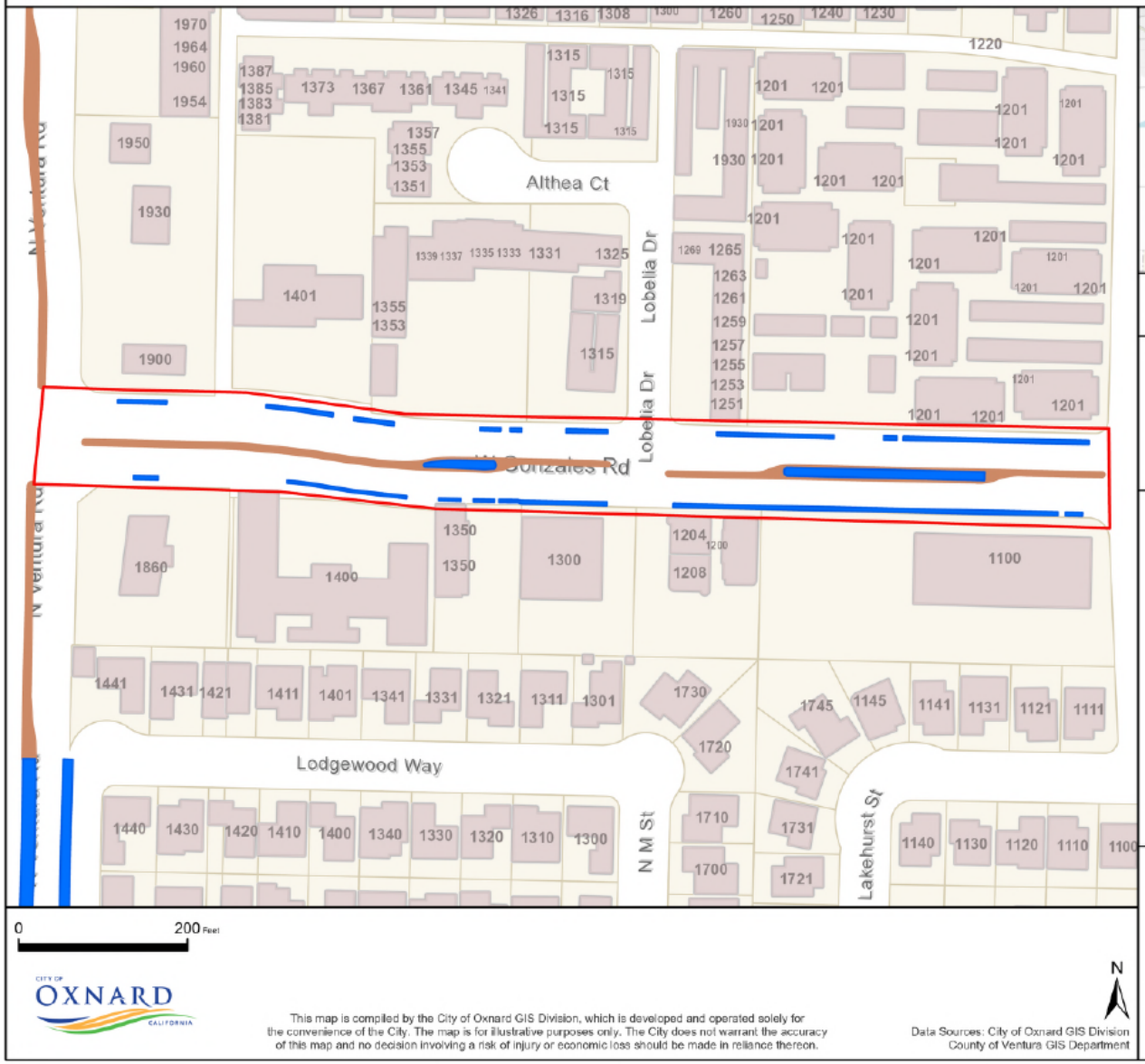
WORK TO BID ON THIS PAGE

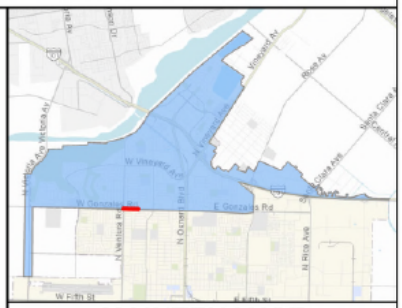
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,346 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 9 OF 34, GONZALES 06





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

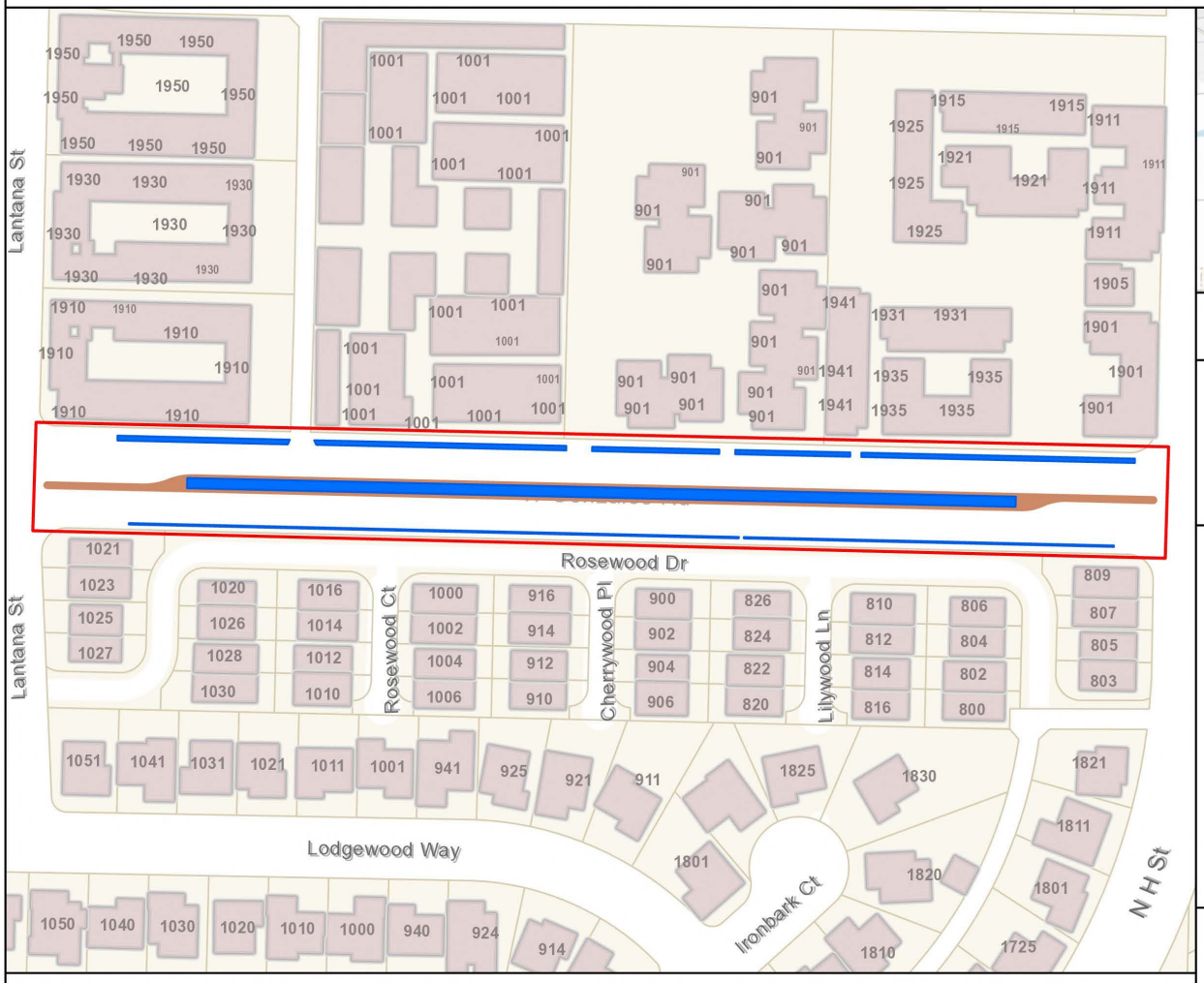
WORK TO BID ON THIS PAGE

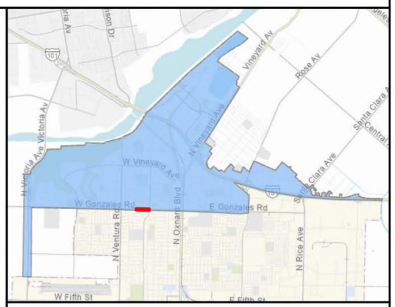
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 10 OF 34, GONZALES 07





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

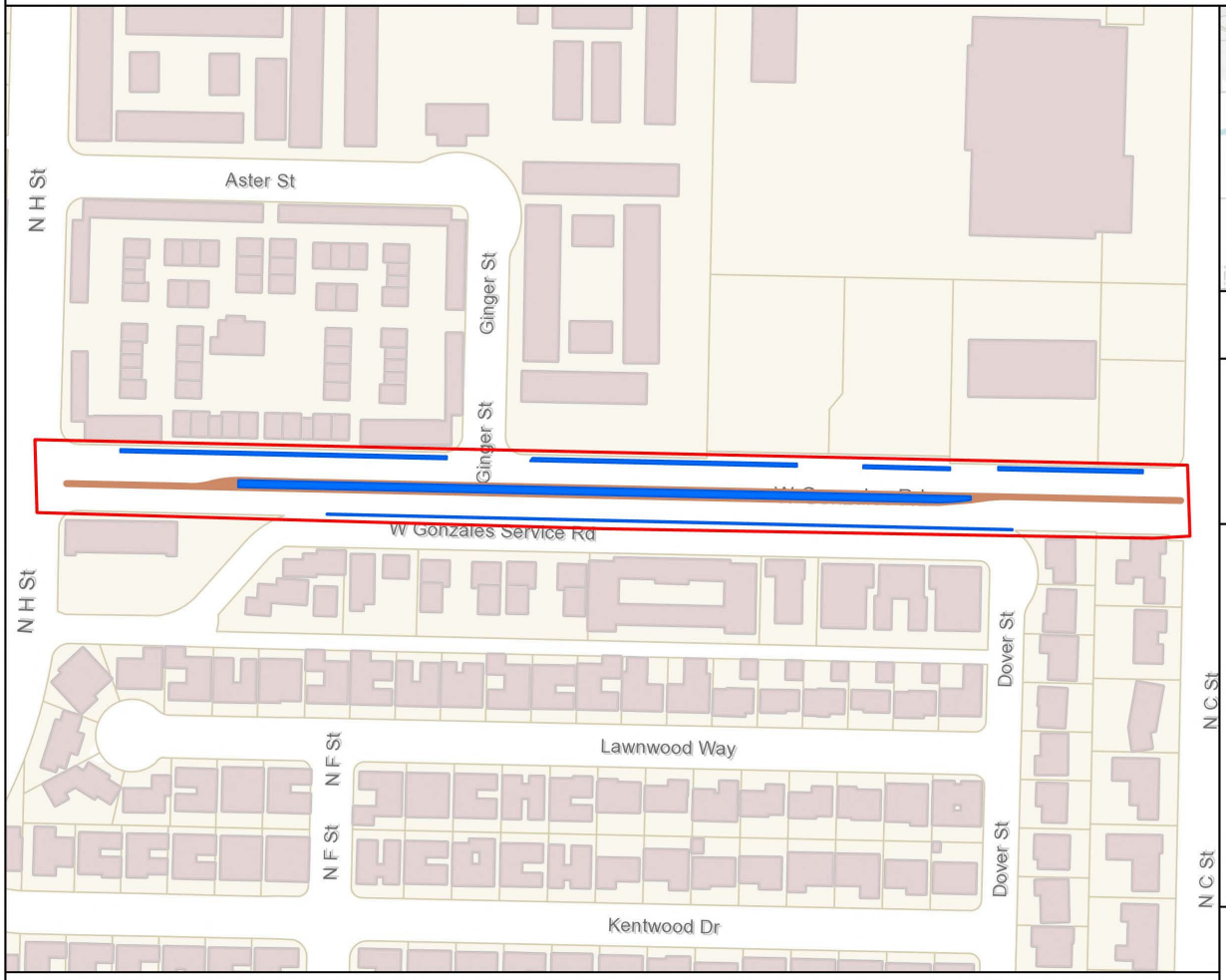
WORK TO BID ON THIS PAGE

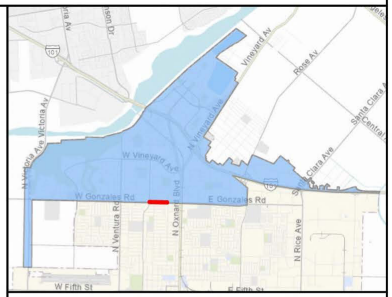
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 11 OF 34, GONZALES 08





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,961 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

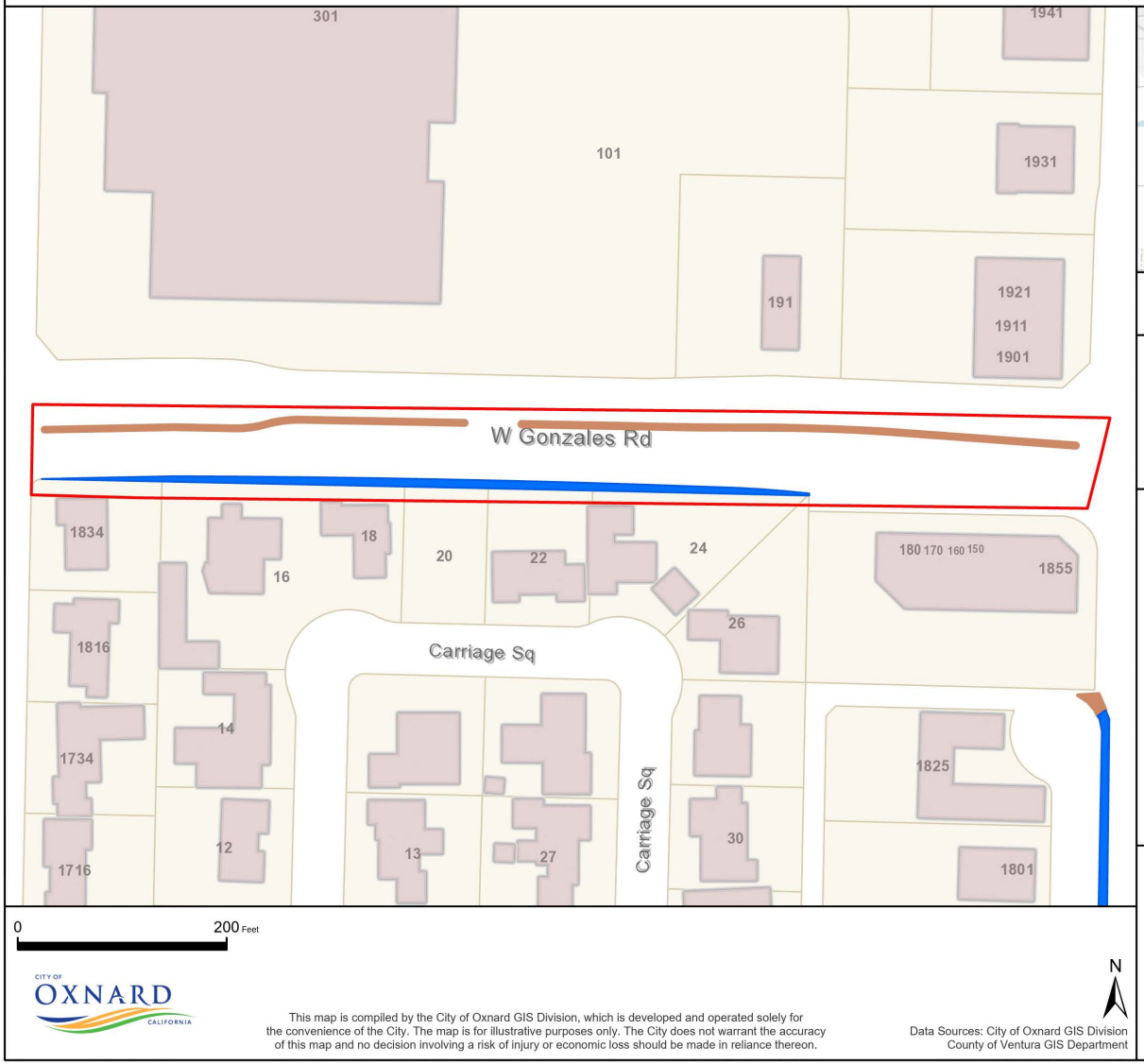
Work extent on this map
Contracted Landscape
Contracted Hardscape

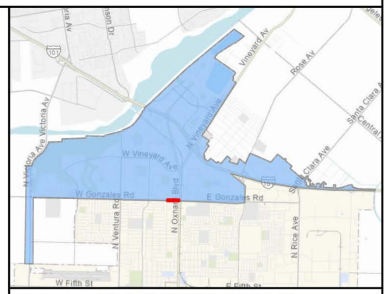
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 12 OF 34, GONZALES 09





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

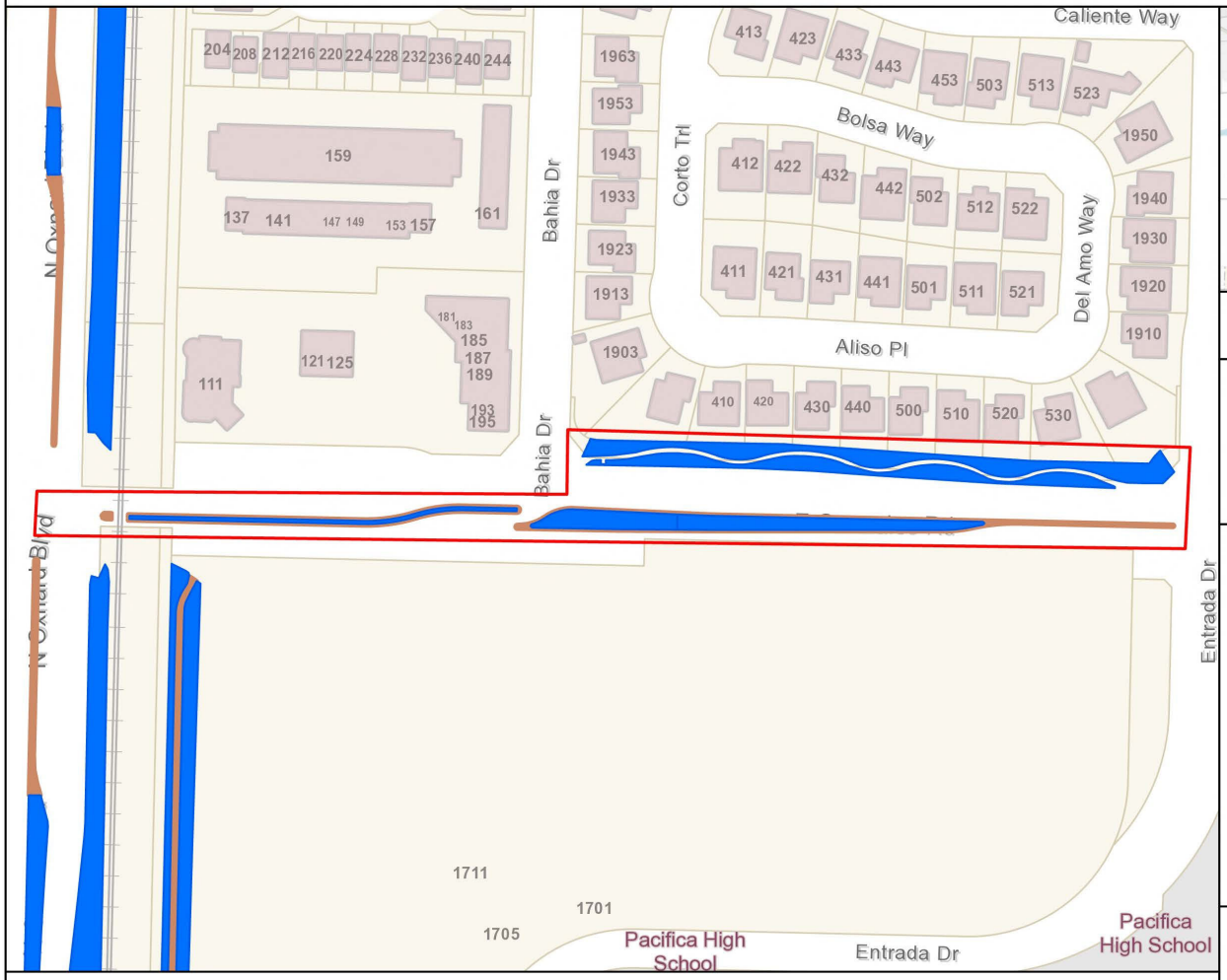
WORK TO BID ON THIS PAGE

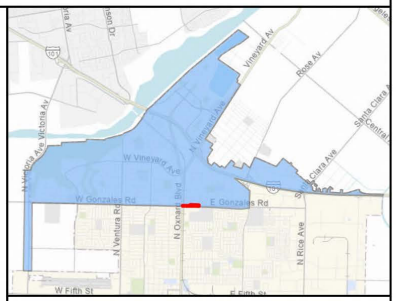
MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,266 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 13 OF 34, GONZALES 10





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

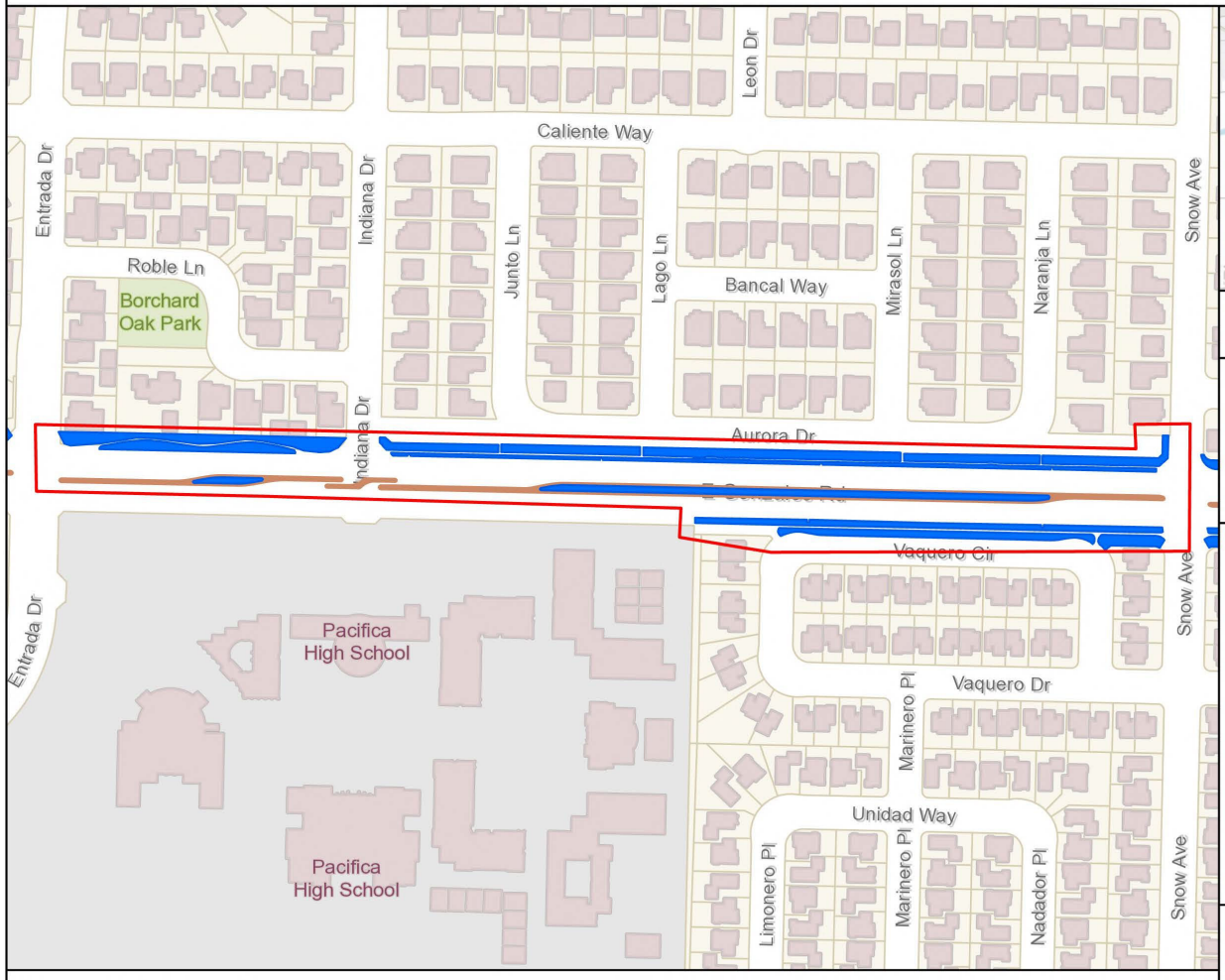
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

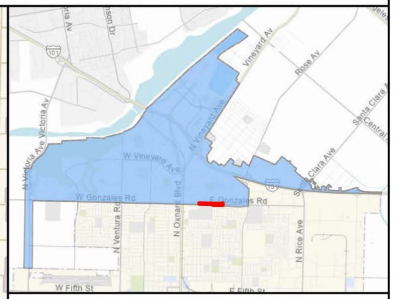
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 14 OF 34, GONZALES 11





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

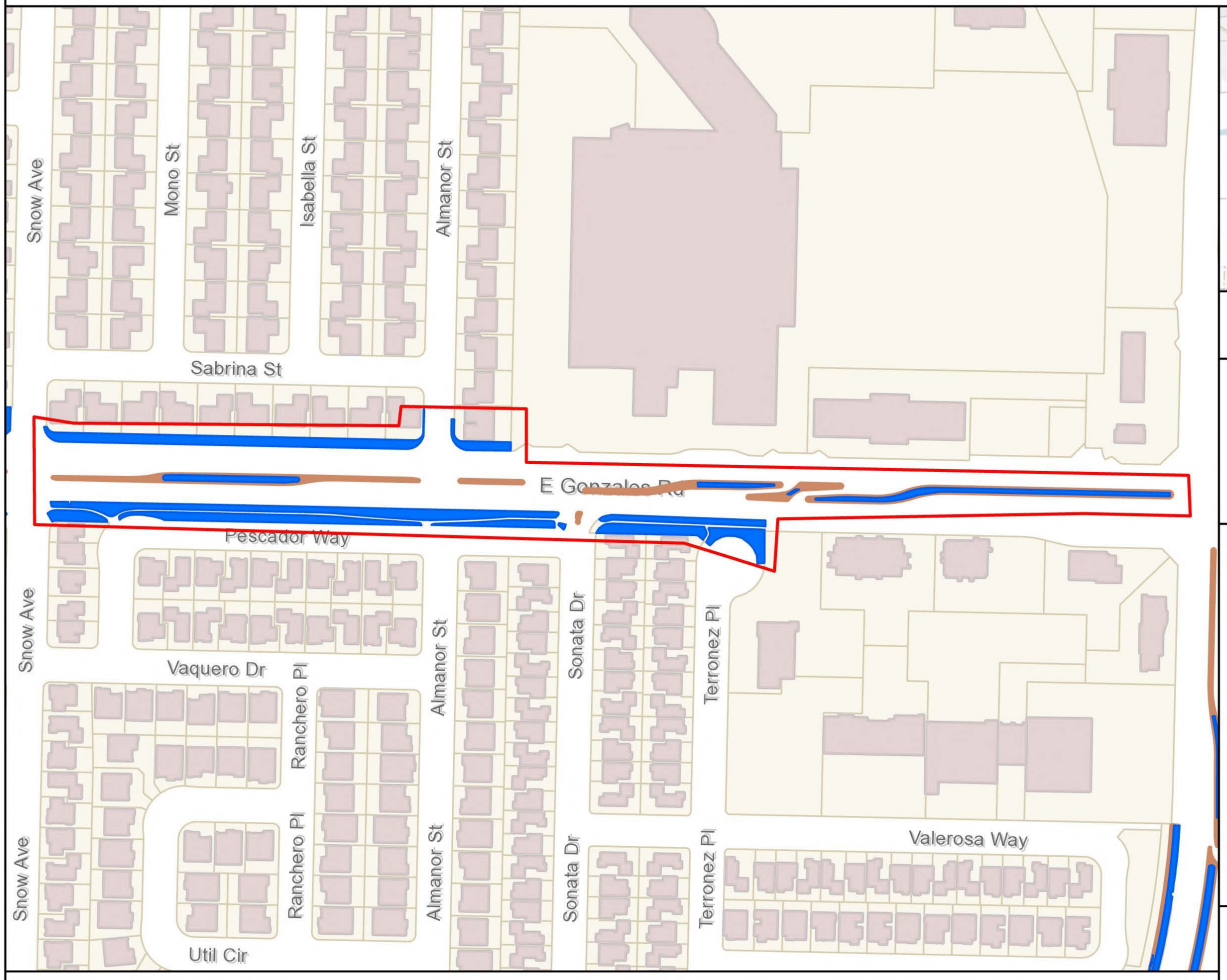
Work extent on this map
Contracted Landscape
Contracted Hardscape

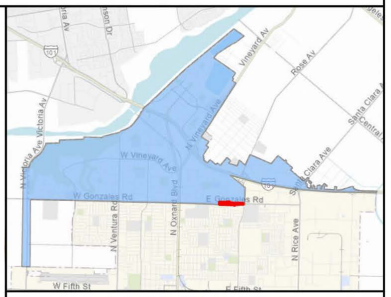
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 15 OF 34, GONZALES 12





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

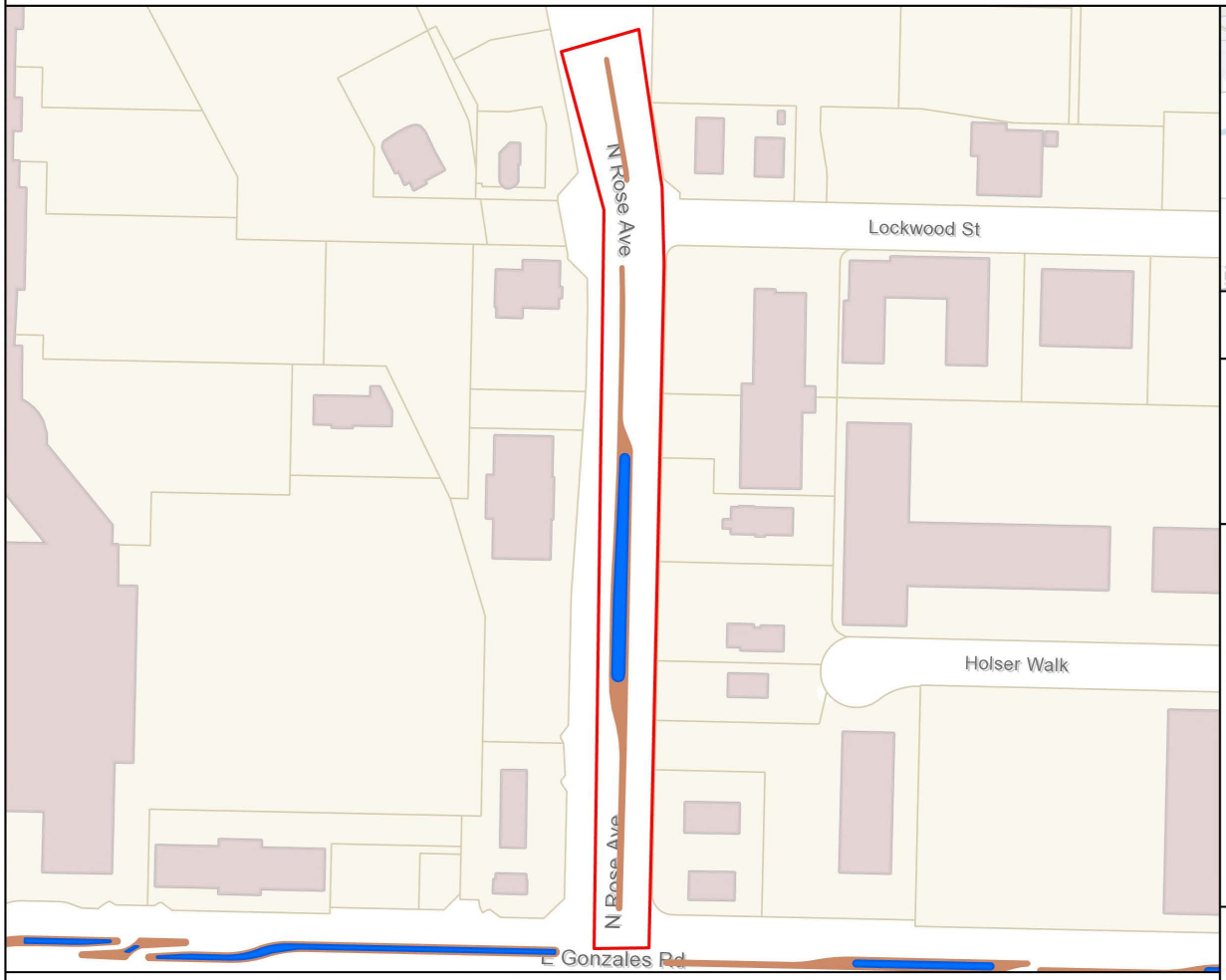
WORK TO BID ON THIS PAGE

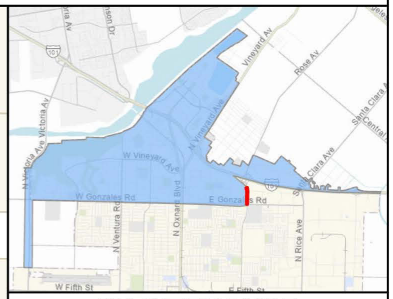
MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 16 OF 34, ROSE





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

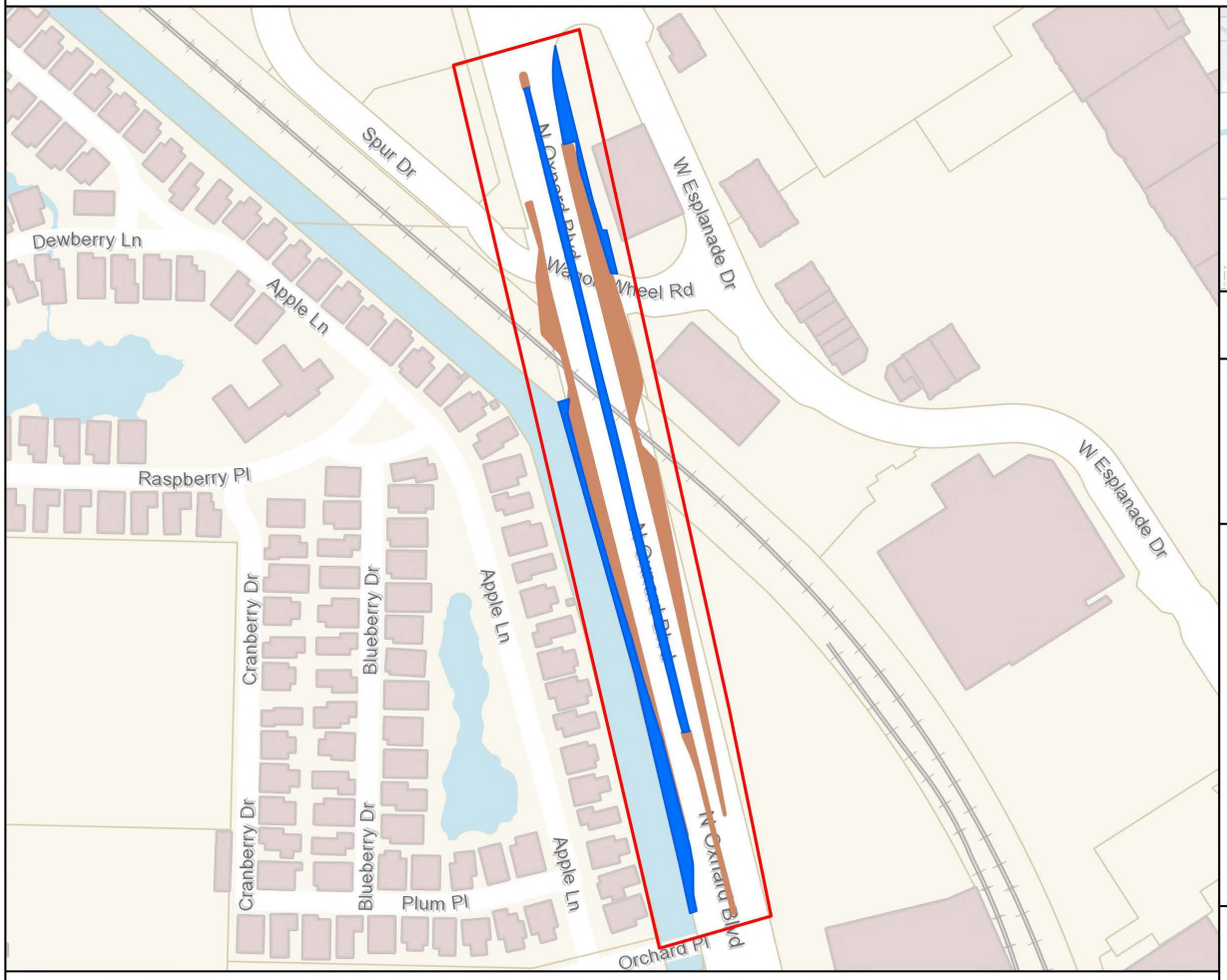
WORK TO BID ON THIS PAGE

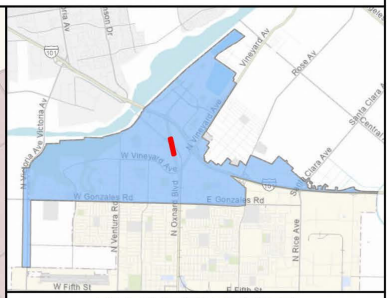
MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 17 OF 34, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

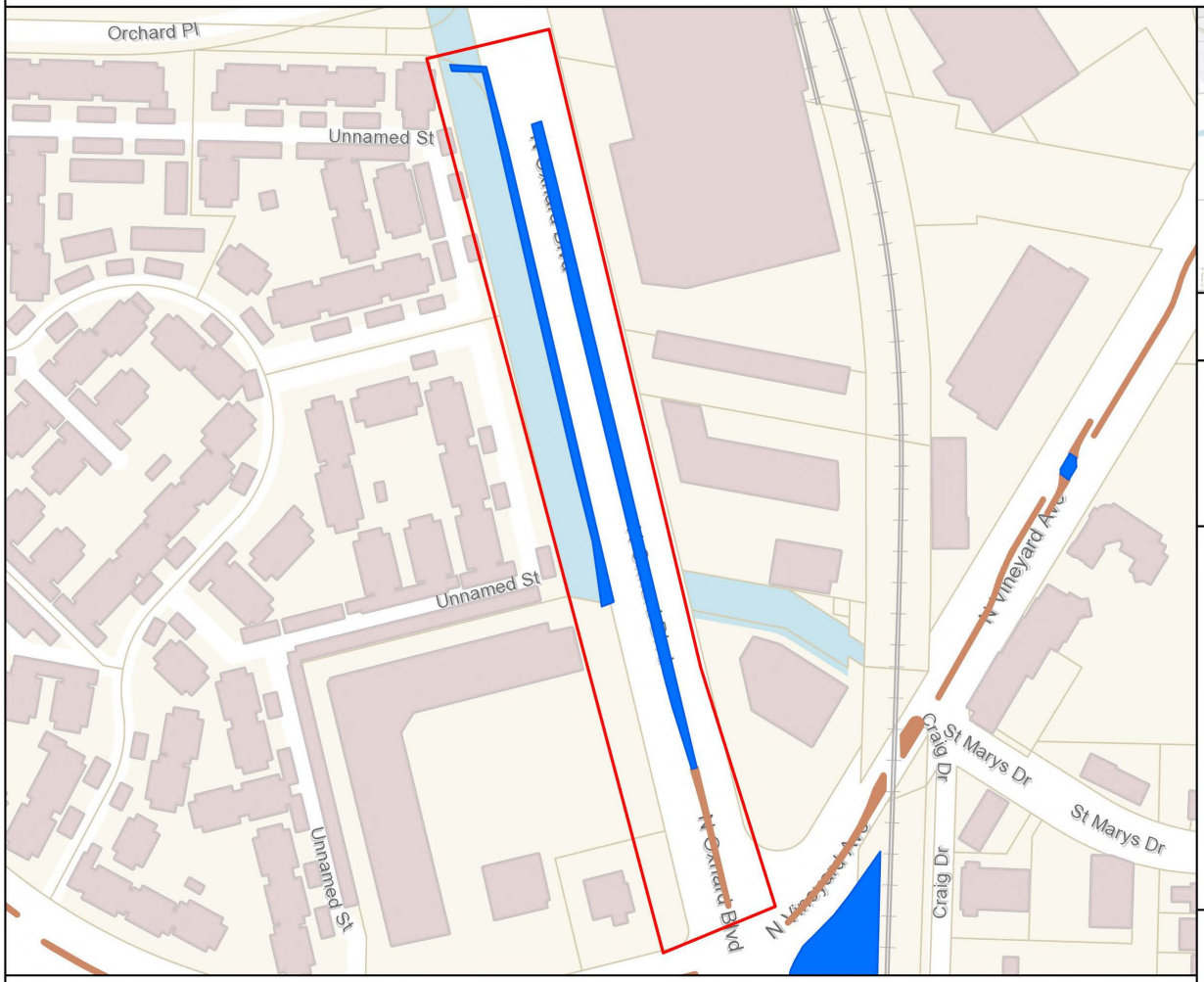
WORK TO BID ON THIS PAGE

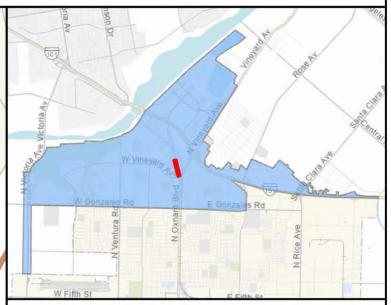
MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,998 SQ FT
~0.64 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~30,386 SQ FT
~0.7 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 18 OF 34, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,549 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

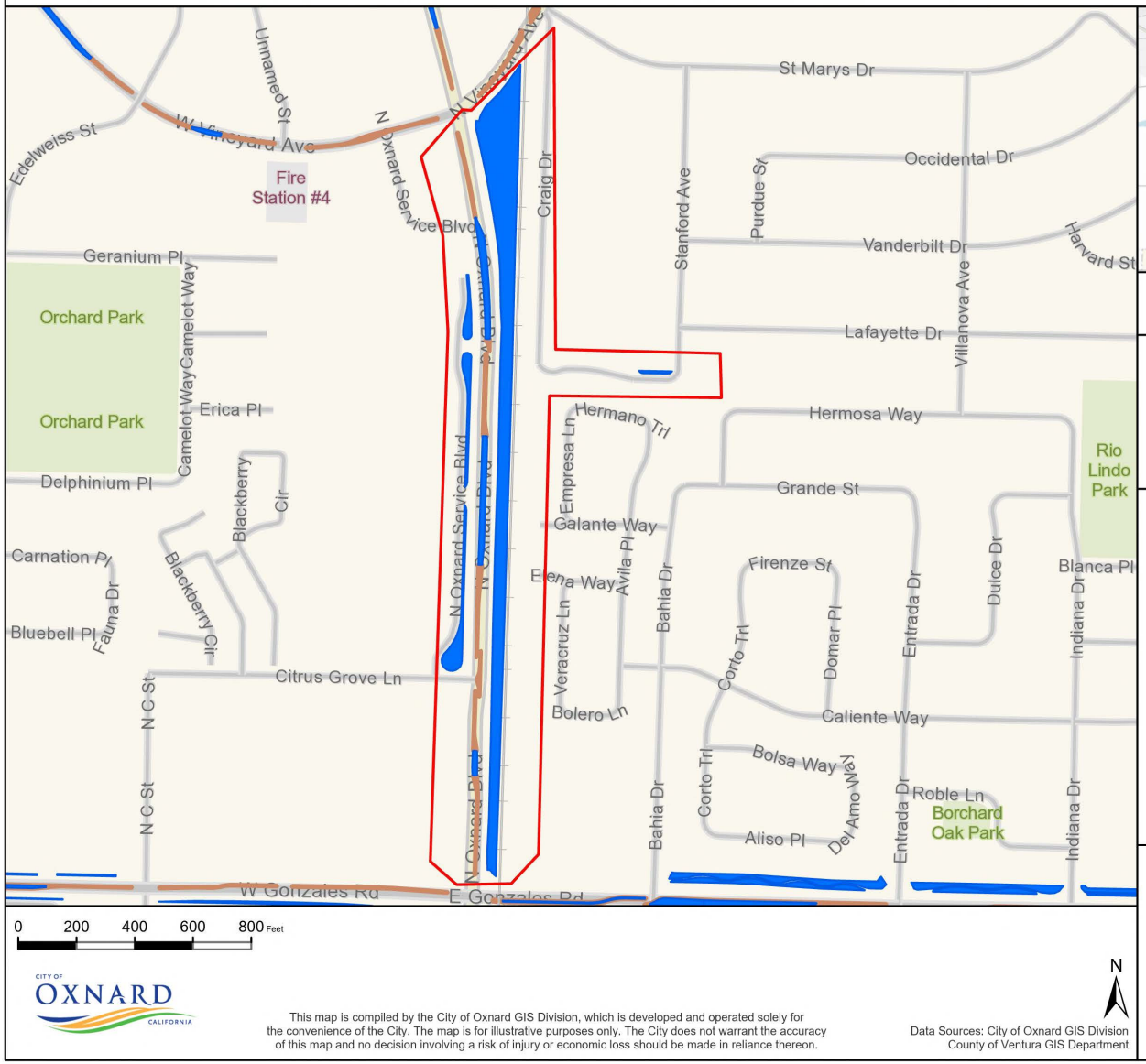
Work extent on this map
Contracted Landscape
Contracted Hardscape

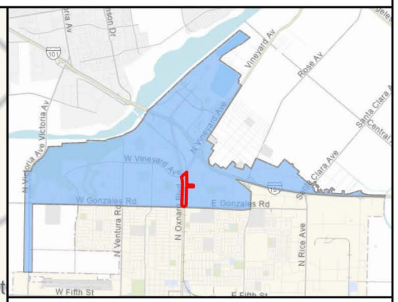
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 19 OF 34, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

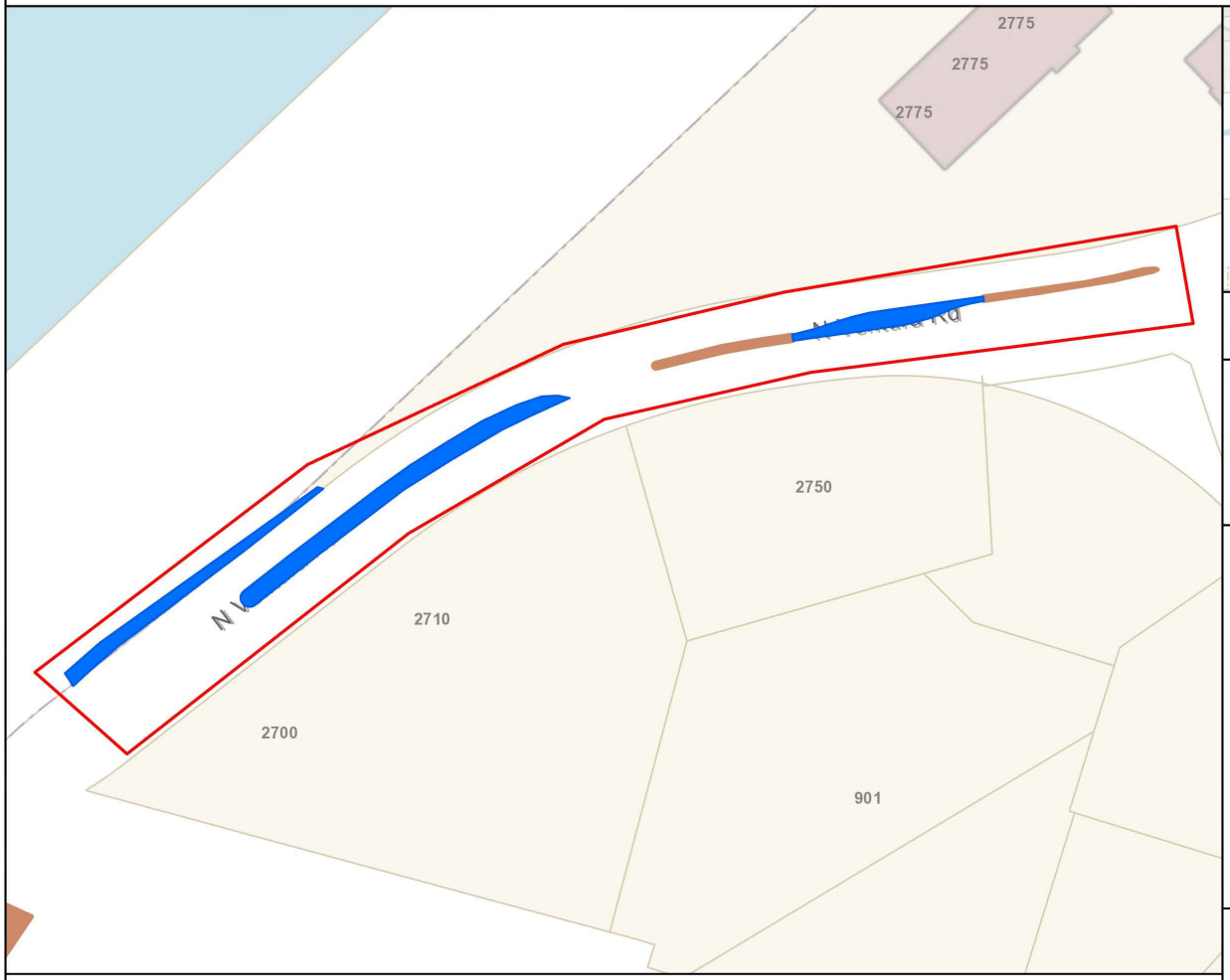
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

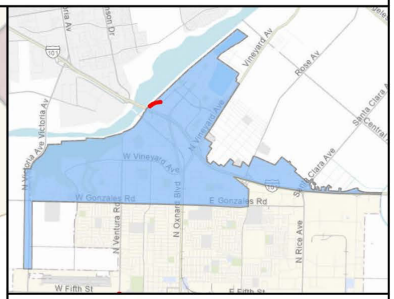
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 20 OF 34, VENTURA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 21 OF 34, VENTURA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~112,993 SQ FT
~2.59 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~41,330 SQ FT
~0.95 ACRES

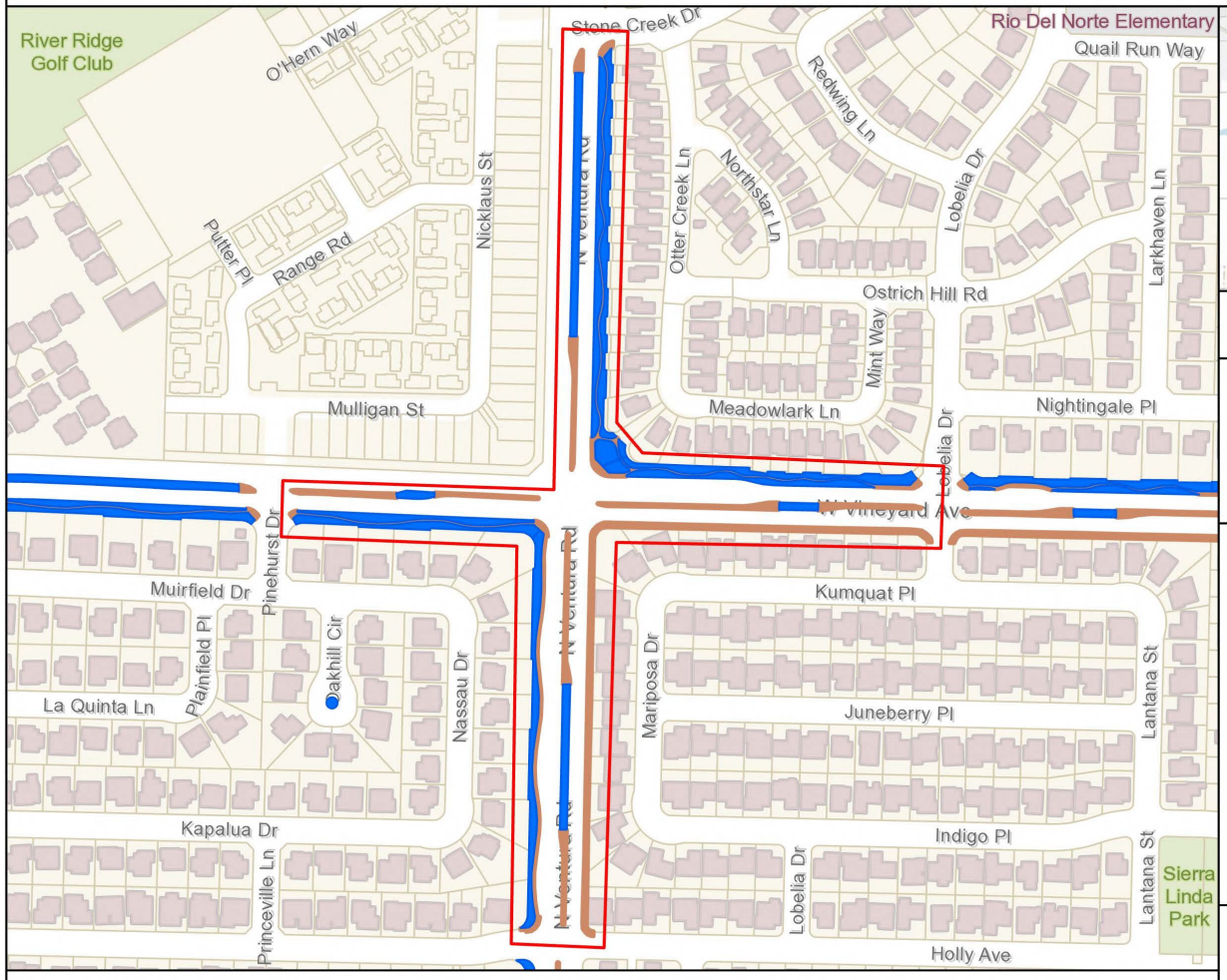
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

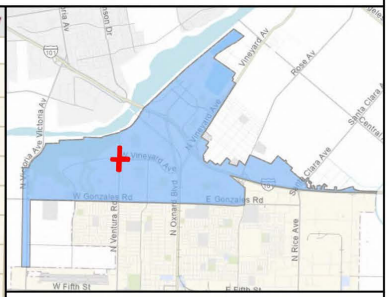
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 22 OF 34, VENTURA 3/ VINEYARD 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

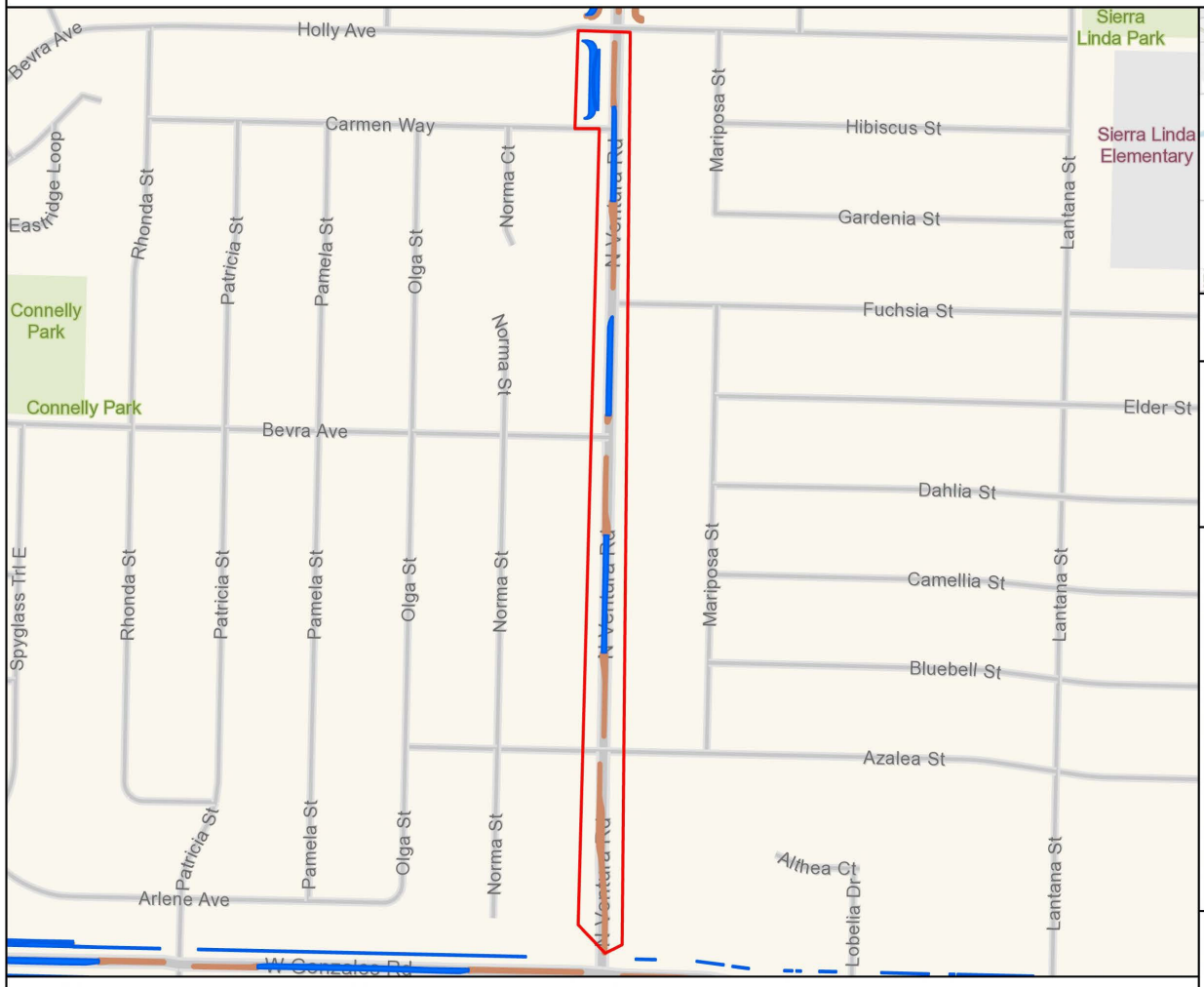
WORK TO BID ON THIS PAGE

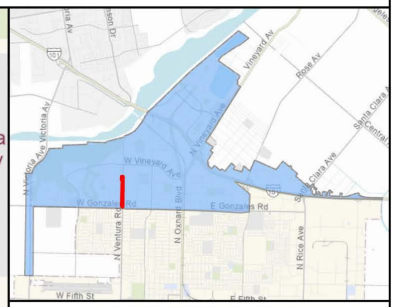
MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 23 OF 34, VENTURA 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

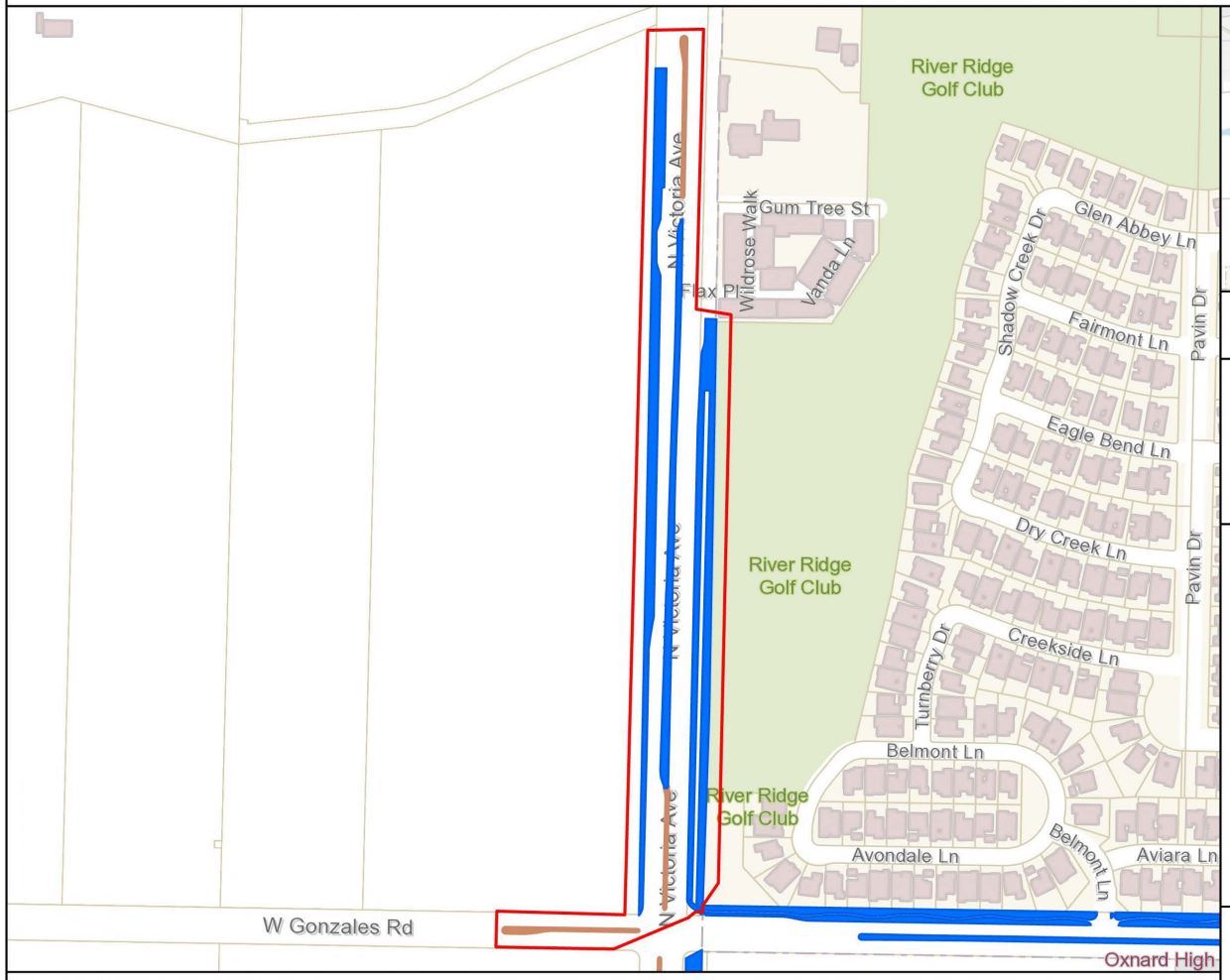
WORK TO BID ON THIS PAGE

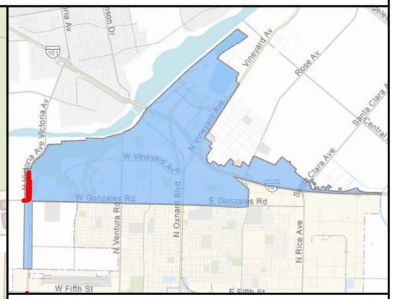
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 24 OF 34, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

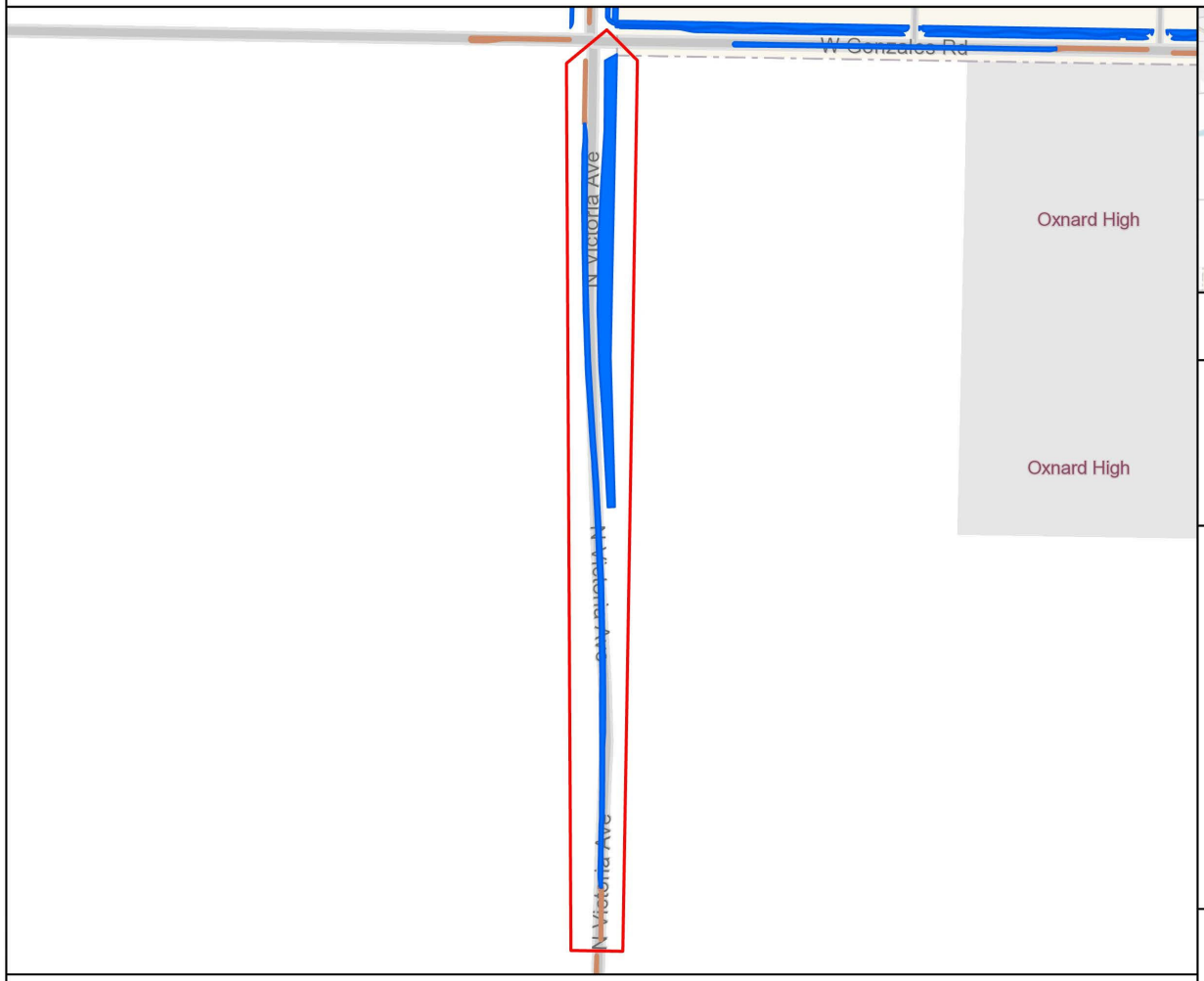
WORK TO BID ON THIS PAGE

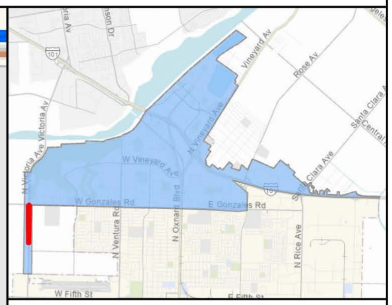
MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,637 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,969 SQ FT
~0.14 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 25 OF 34, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

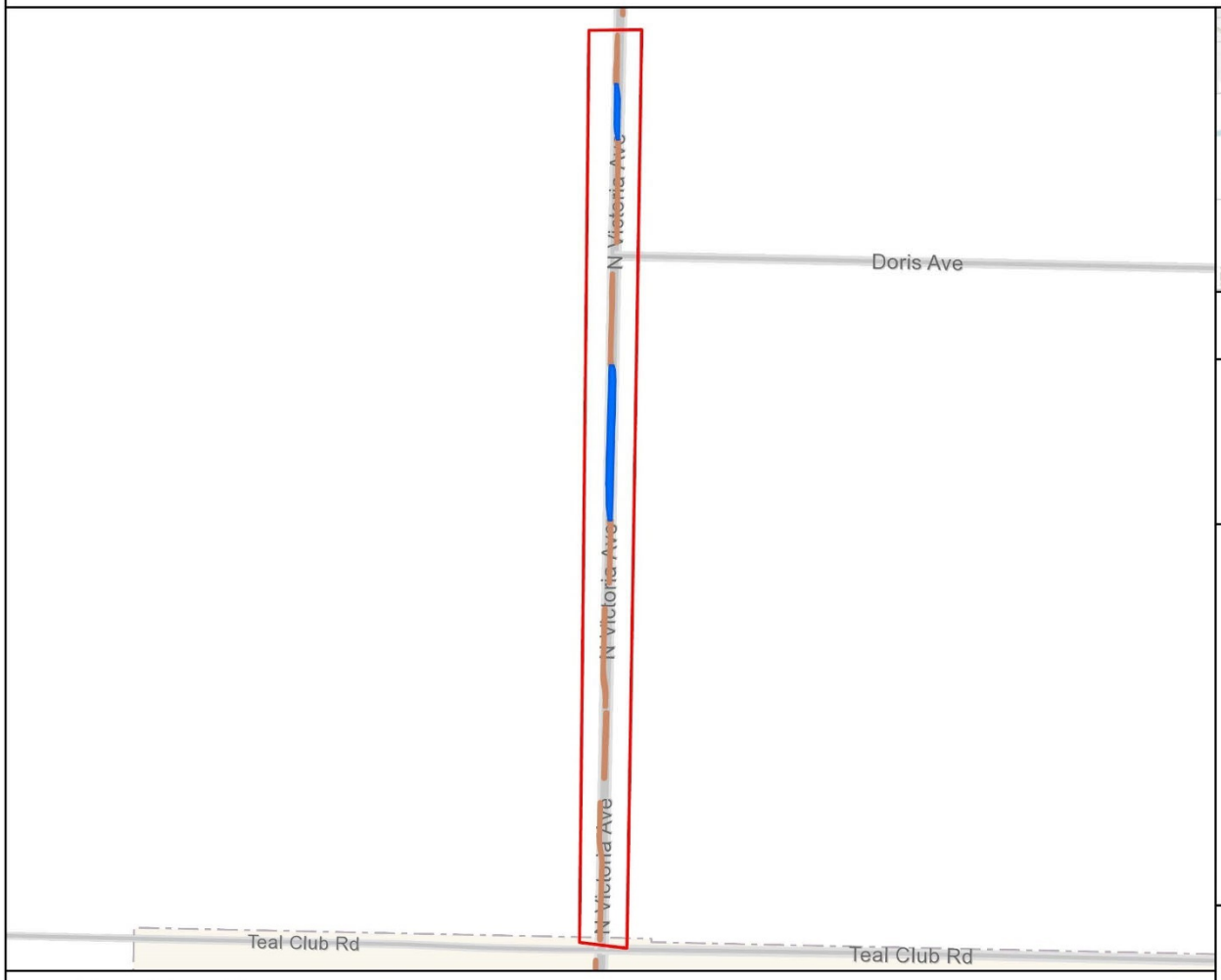
WORK TO BID ON THIS PAGE

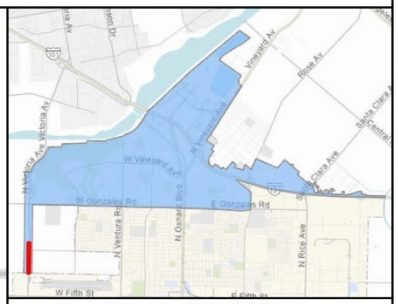
MEDIAN & PARKWAY LANDSCAPE AREAS:
~119,125 SQ FT
~2.73 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 26 OF 34, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

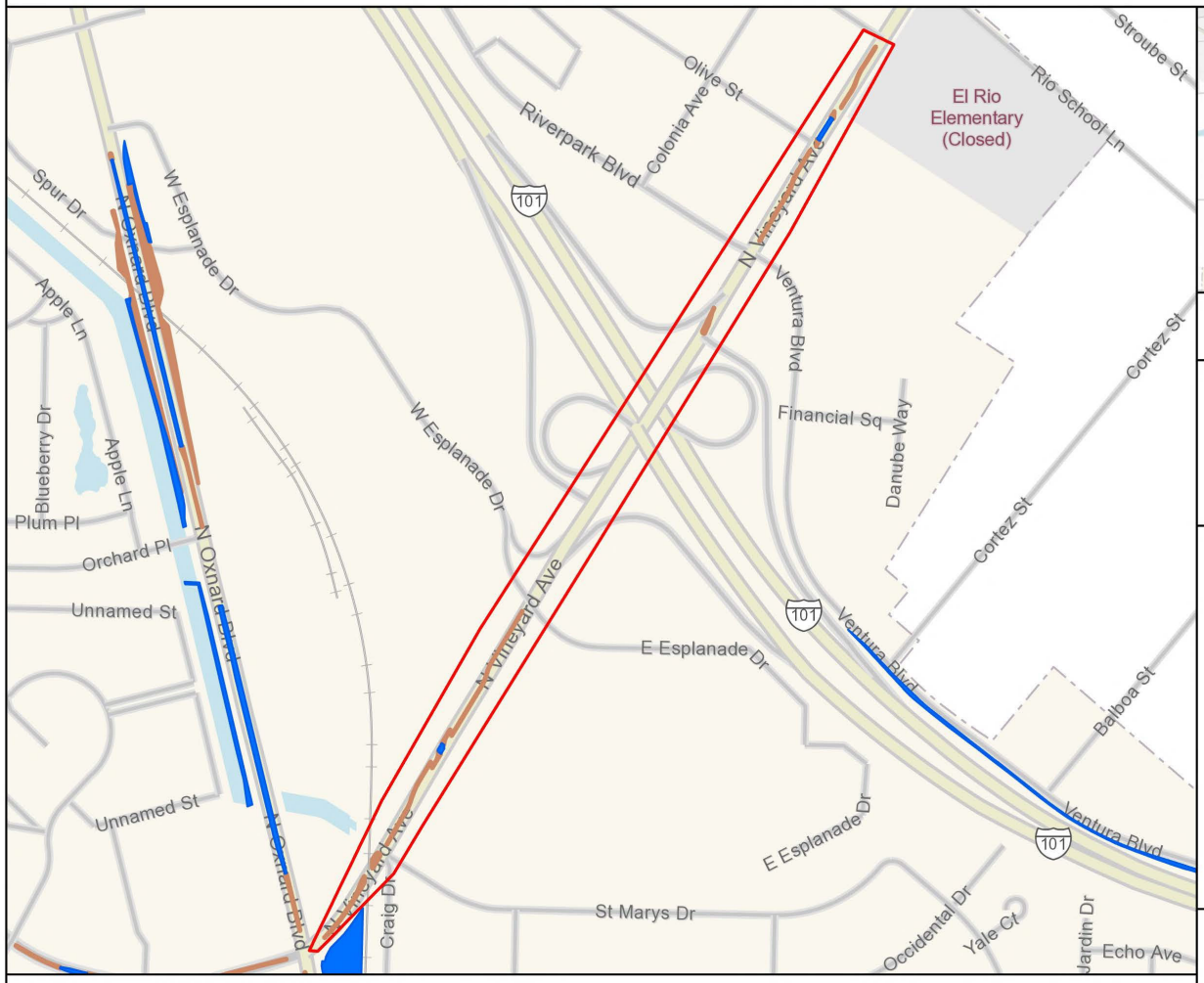
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,757 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 27 OF 34, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

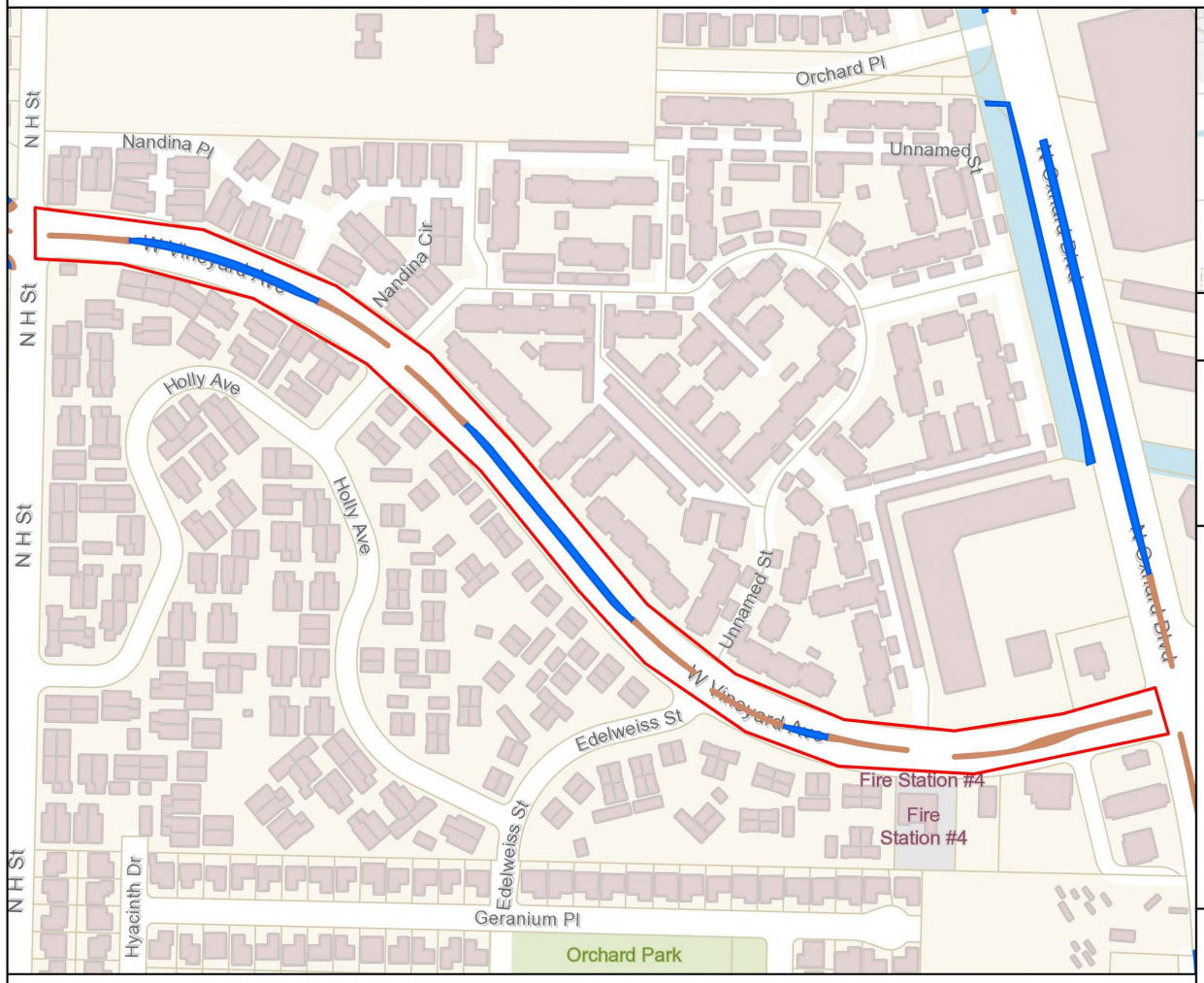
WORK TO BID ON THIS PAGE

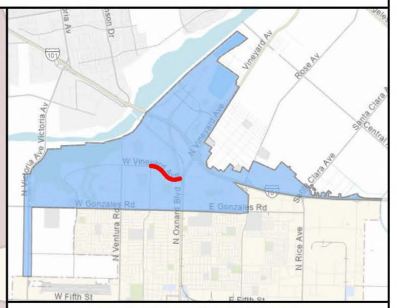
MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 28 OF 34, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

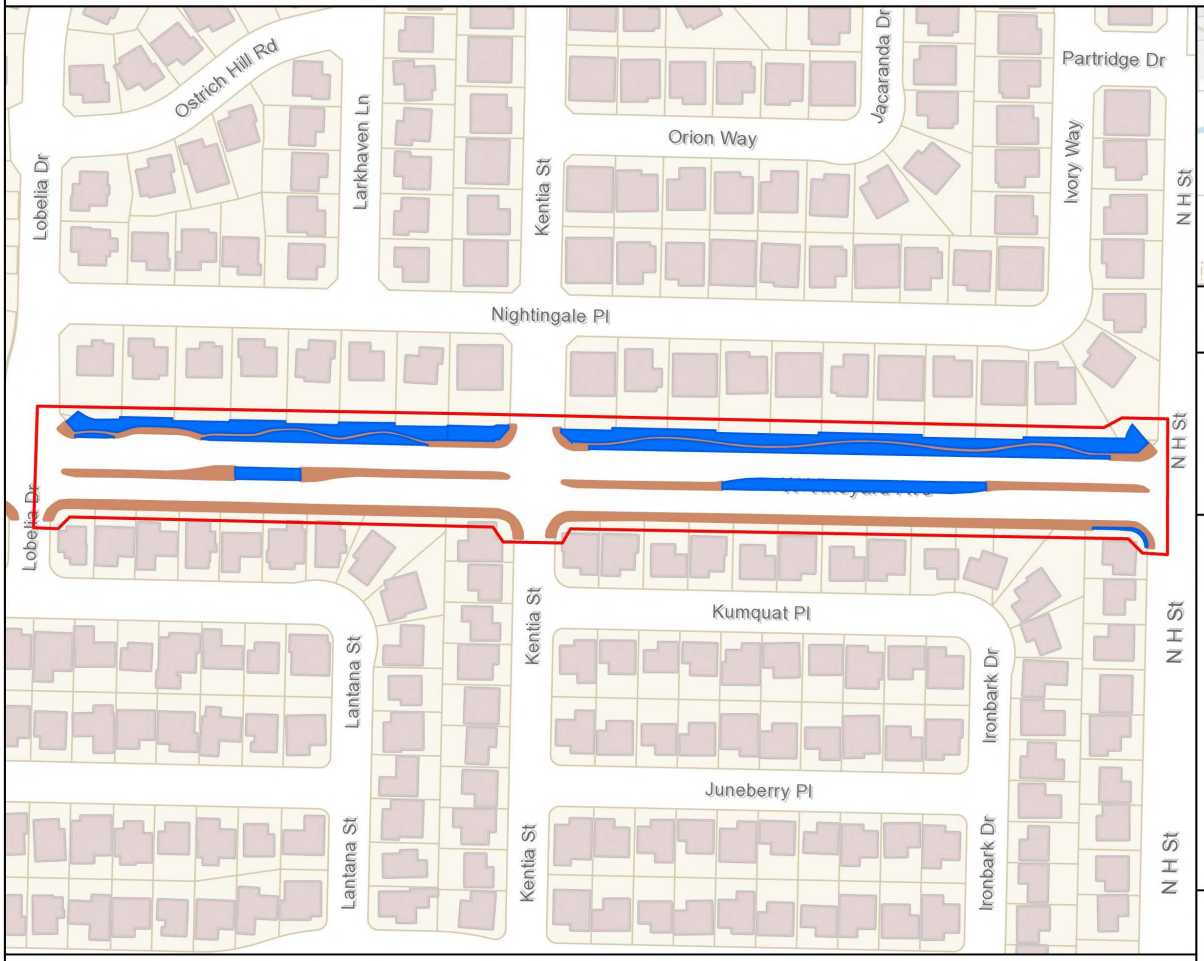
CITY OF OXNARD CALIFORNIA

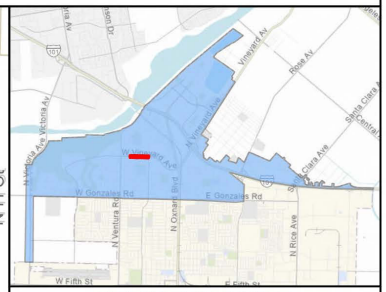
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 29 OF 34, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

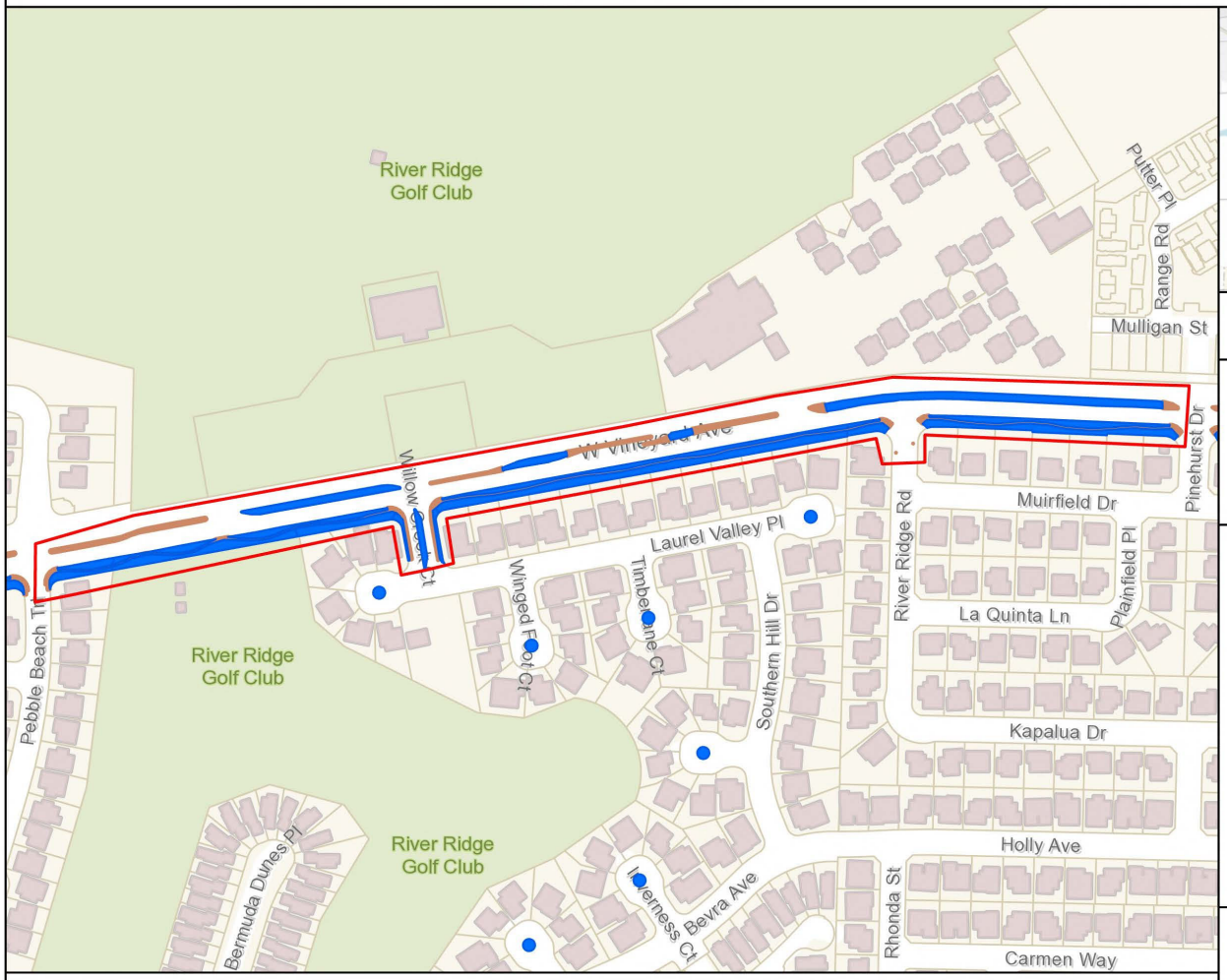
WORK TO BID ON THIS PAGE

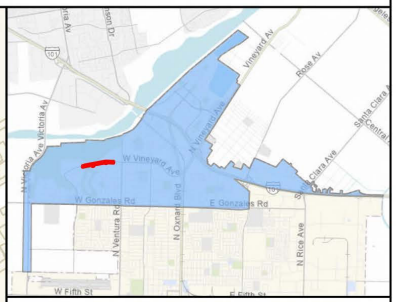
MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,116 SQ FT
~0.92 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,092 SQ FT
~0.76 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 30 OF 34, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

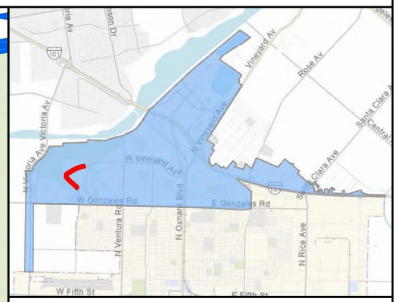
MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,347 SQ FT
~1.82 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,170 SQ FT
~0.53 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 31 OF 34, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

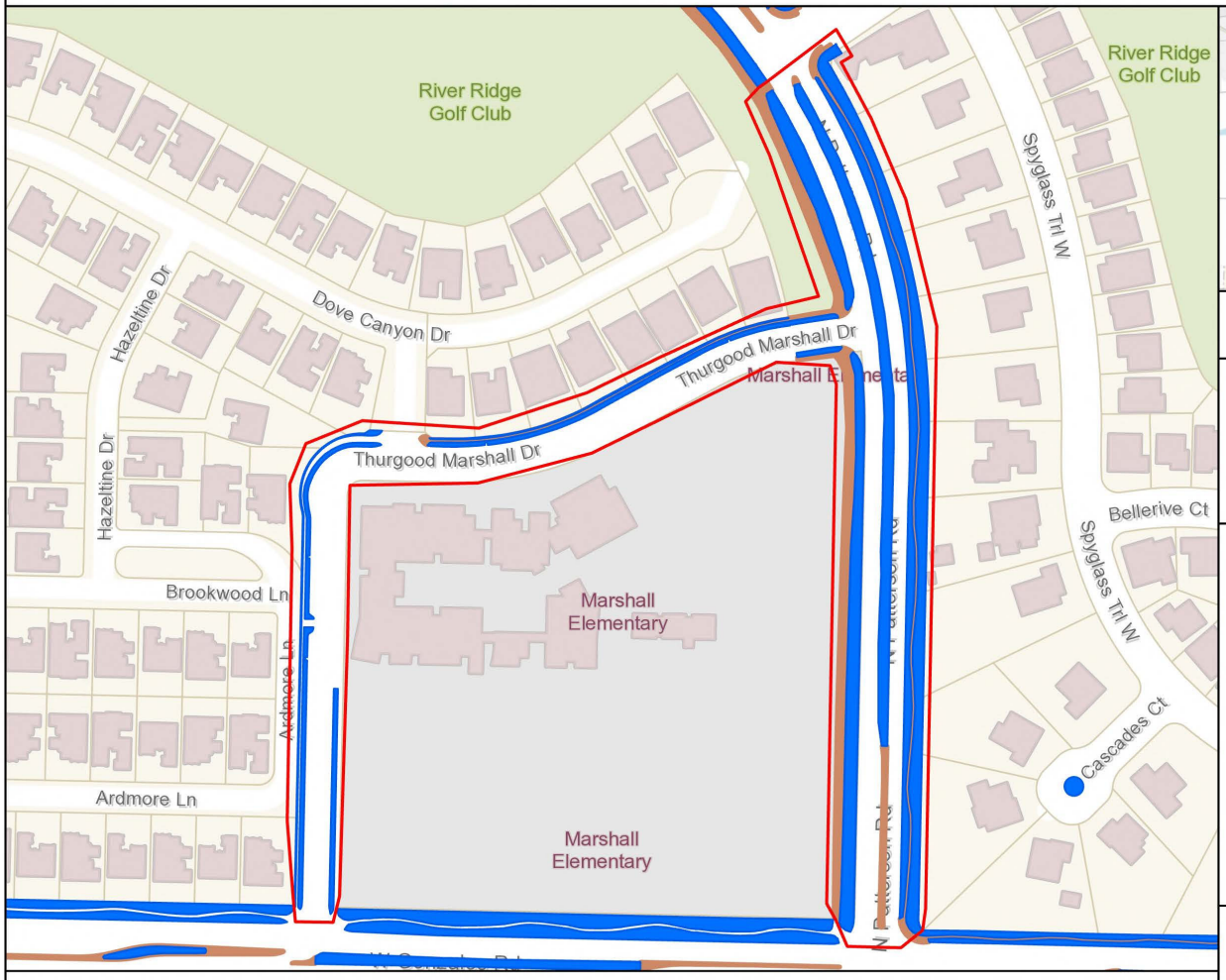
WORK TO BID ON THIS PAGE

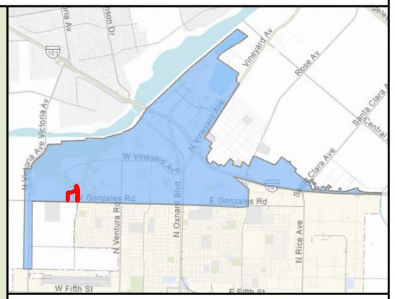
MEDIAN & PARKWAY LANDSCAPE AREAS:
~131,848 SQ FT
~3.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~40,626 SQ FT
~0.93 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 32 OF 34, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

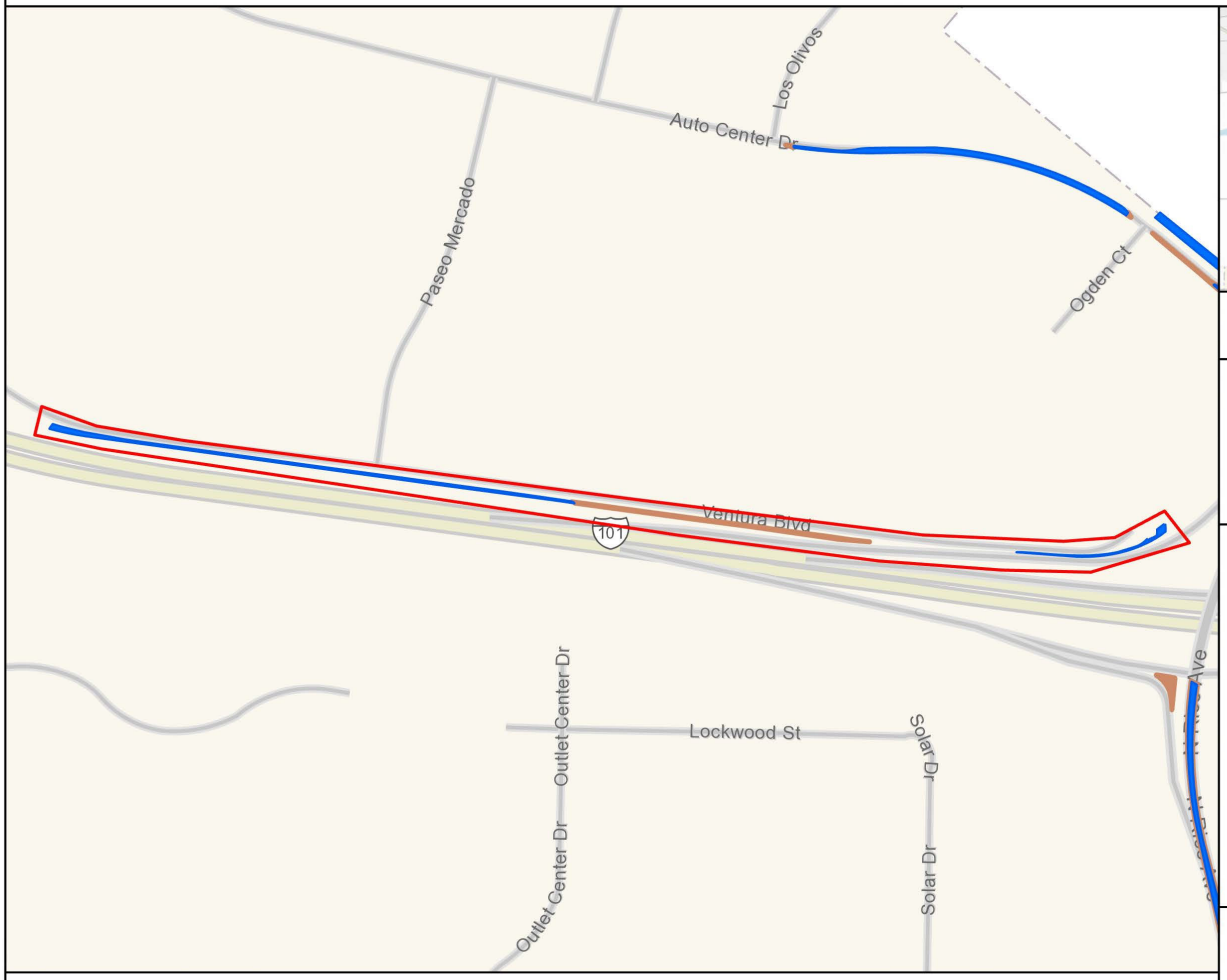
WORK TO BID ON THIS PAGE

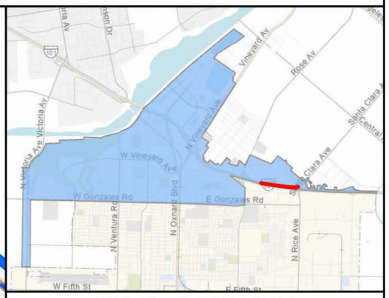
MEDIAN & PARKWAY LANDSCAPE AREAS:
~80,251 SQ FT
~1.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~30,088 SQ FT
~0.69 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 33 OF 34, VENTURA BLVD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

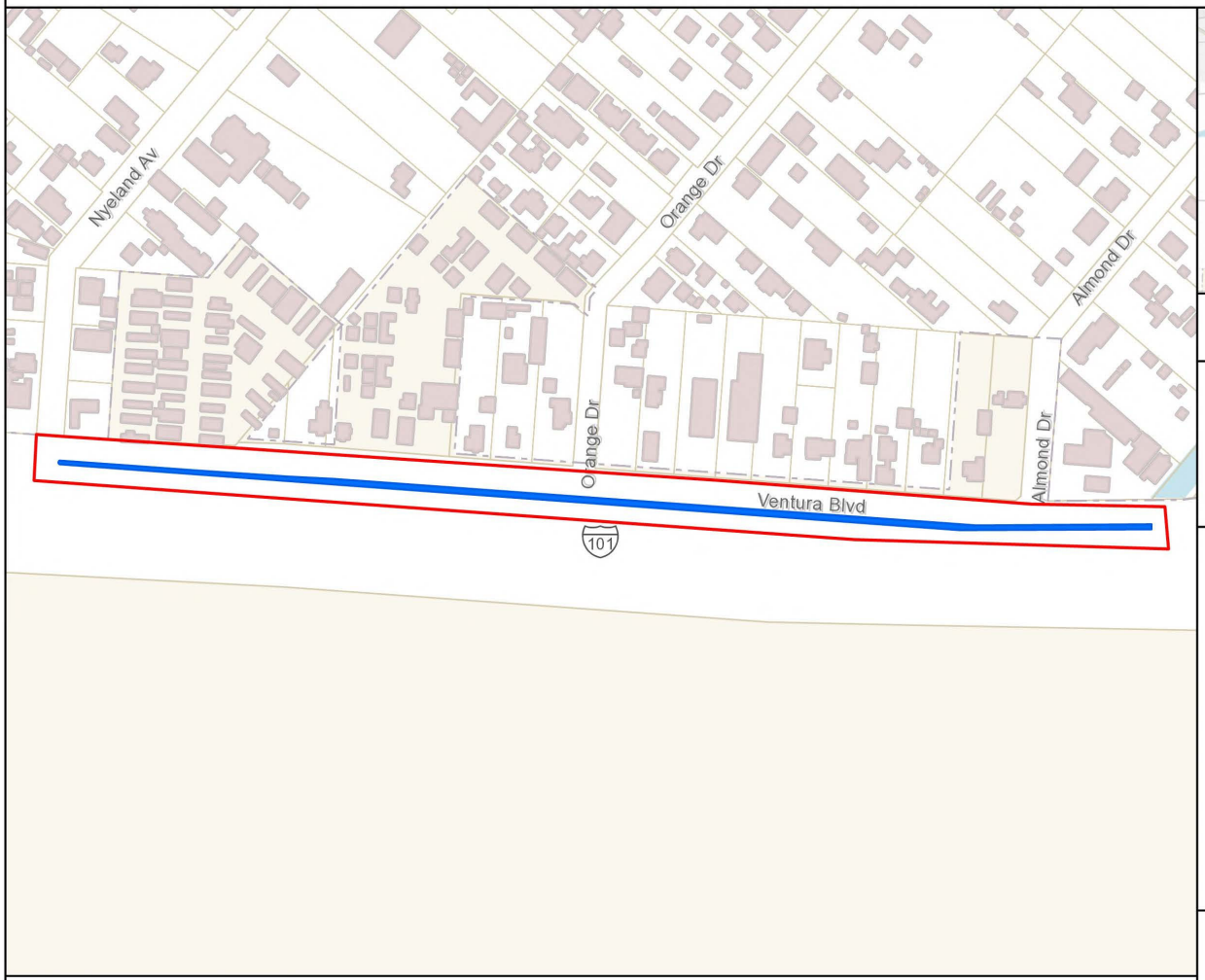
WORK TO BID ON THIS PAGE

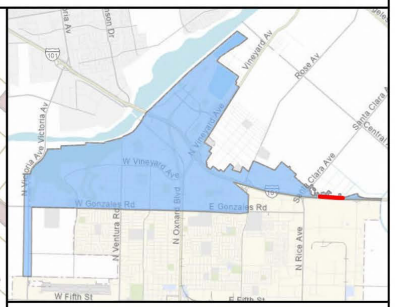
MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,732 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,234 SQ FT
~0.1 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 34 OF 34, VENTURA BLVD 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,214 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for Streets and Medians landscape maintenance (Region 2).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $4,294,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City’s Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City’s Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider’s Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER’S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City’s monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. **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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 2 (Weekly)	$44,950.00 /Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Overseeding	$ 250.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Weed Control	$ 100.00	/1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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	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 INS-D

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

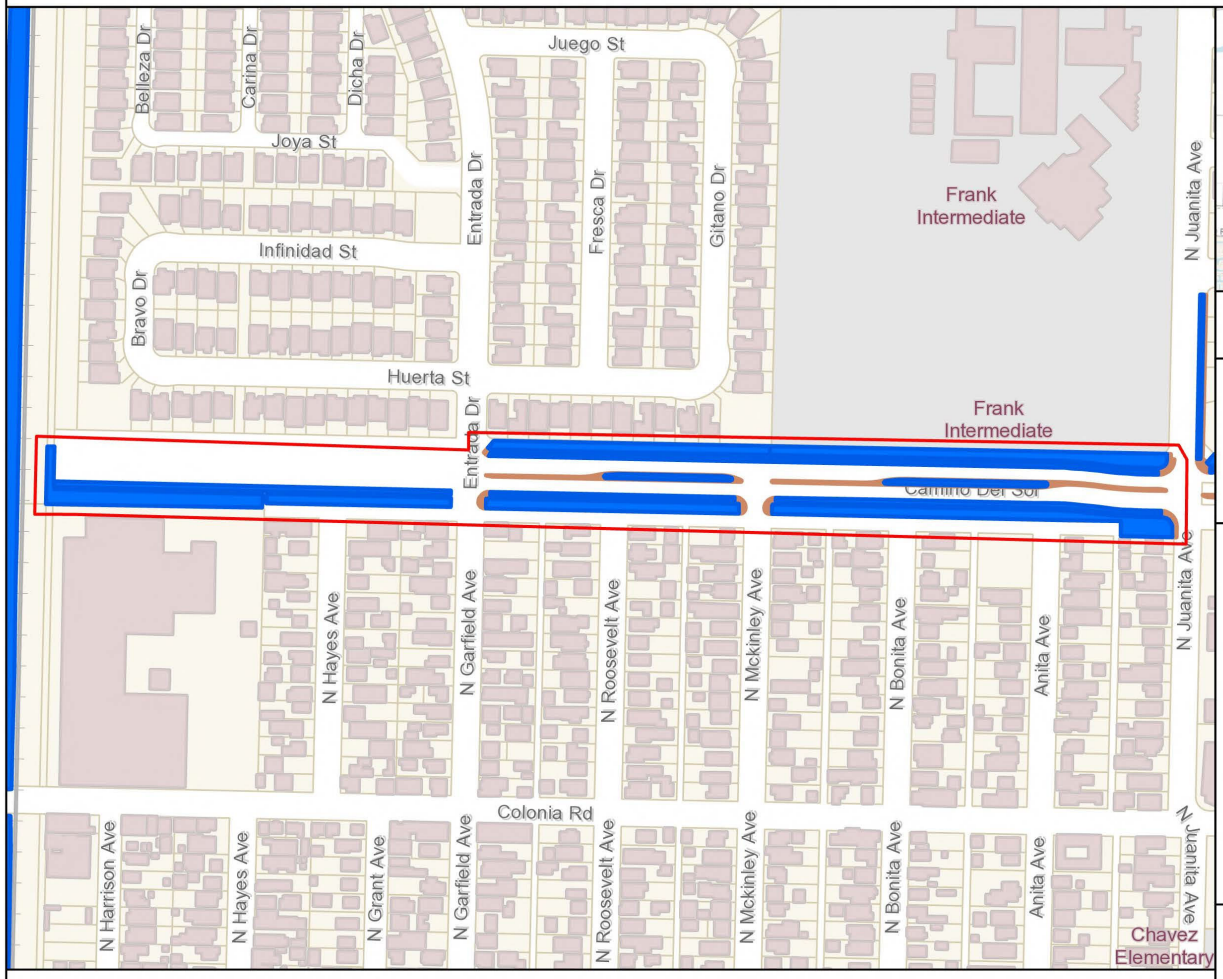
EXHIBIT H

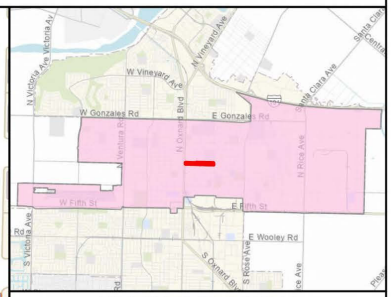
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

REGION 2 WORK DETAIL: PAGE 1 OF 55, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

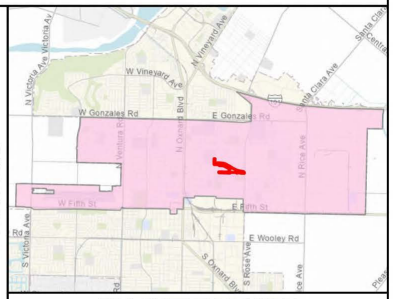
MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,380 SQ FT
~2.97 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,906 SQ FT
~0.57 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 2 OF 55, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

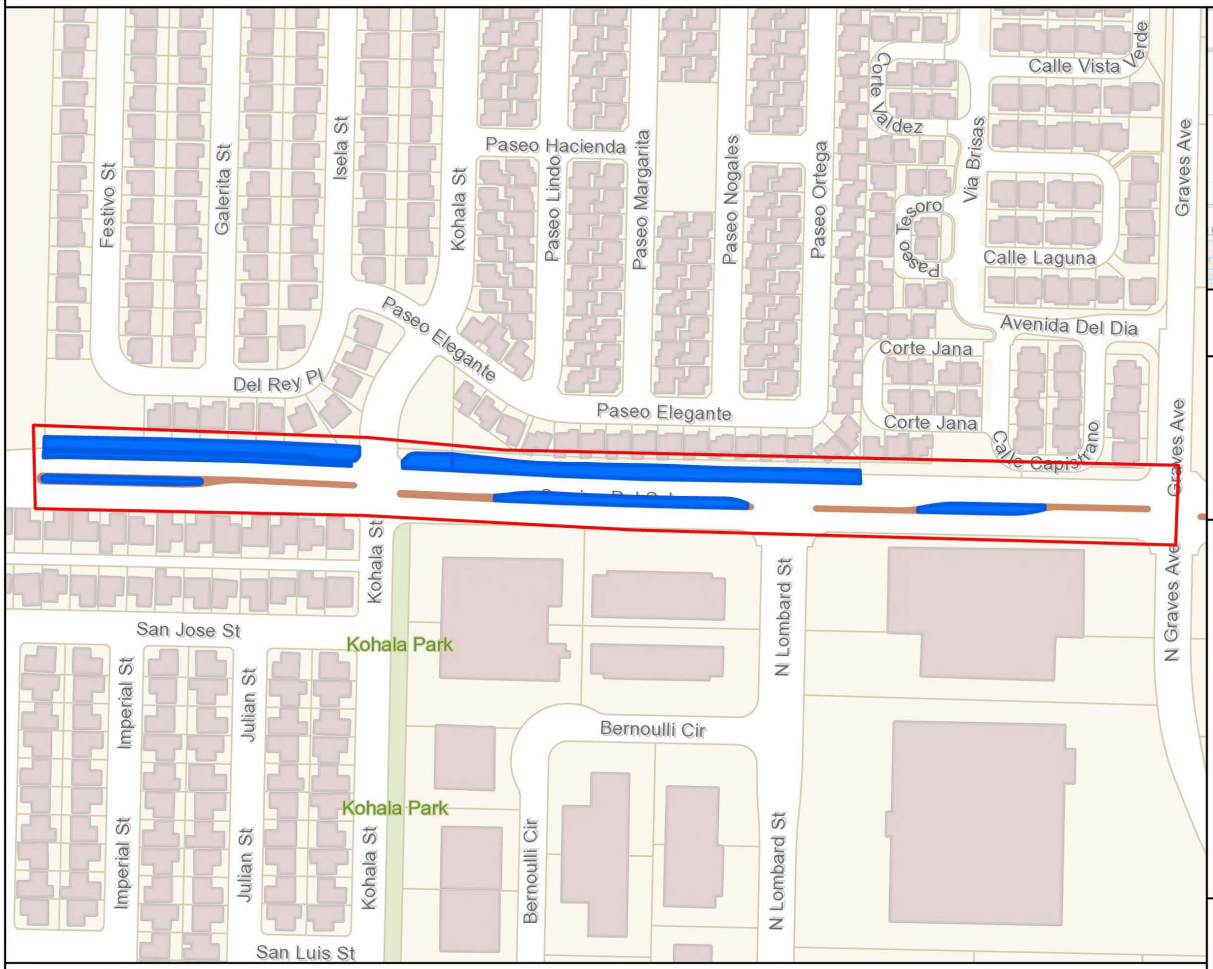
WORK TO BID ON THIS PAGE

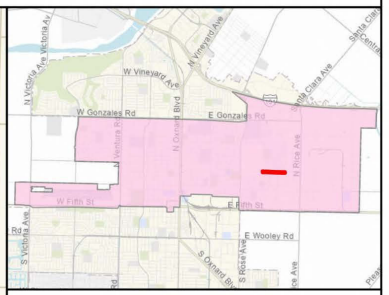
MEDIAN & PARKWAY LANDSCAPE AREAS:
~162,404 SQ FT
~3.73 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~41,556 SQ FT
~0.95 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 3 OF 55, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

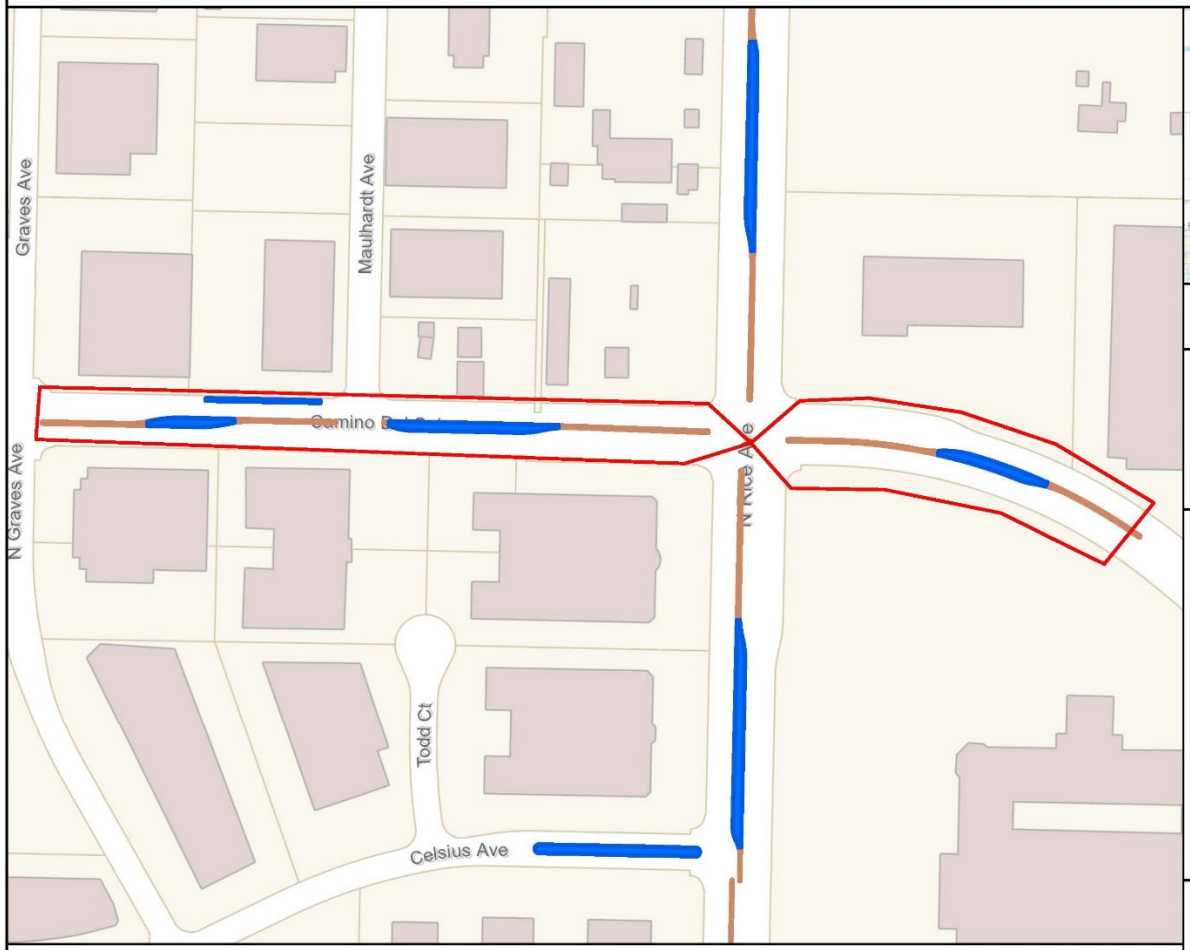
WORK TO BID ON THIS PAGE

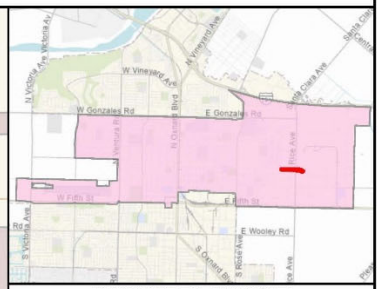
MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 4 OF 55, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

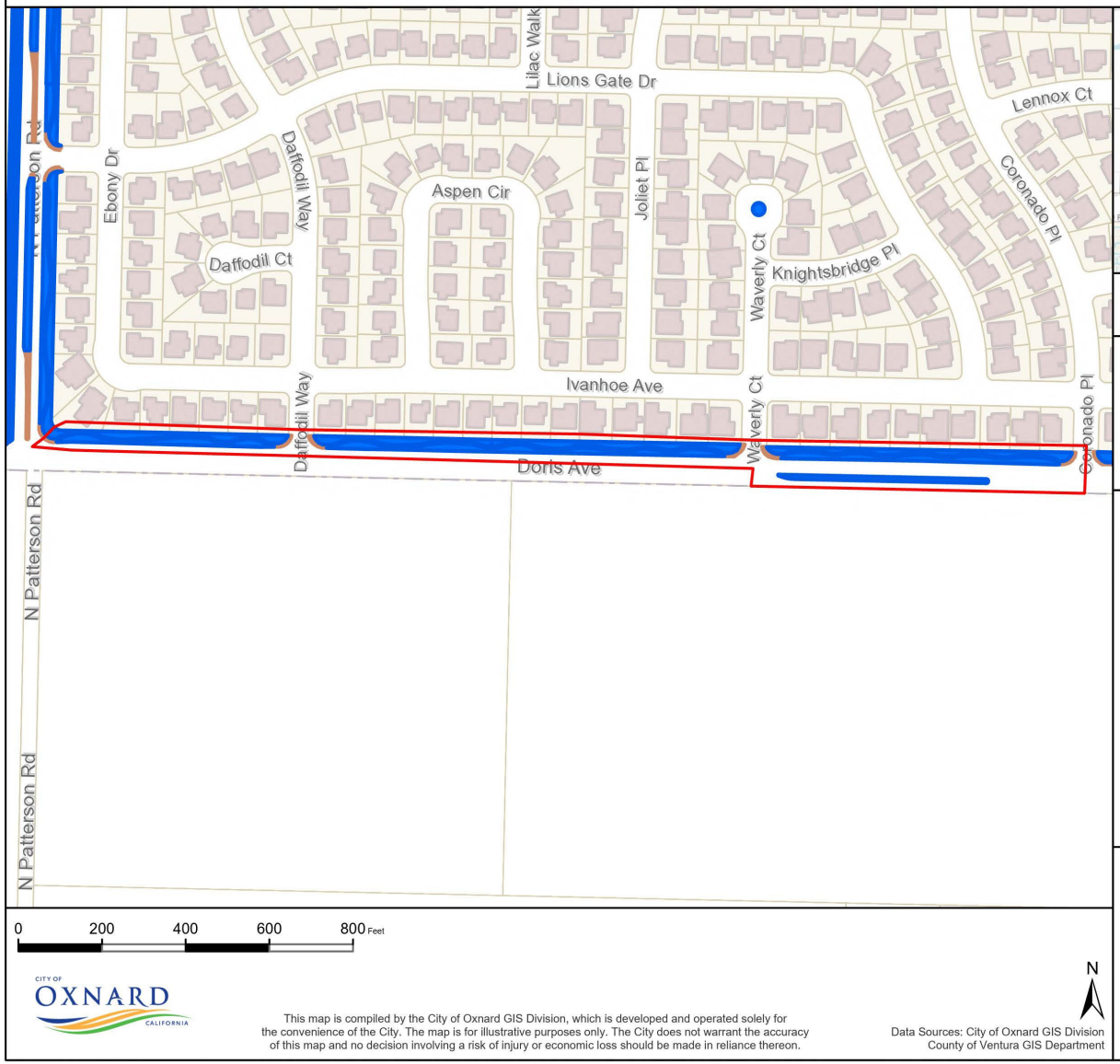
WORK TO BID ON THIS PAGE

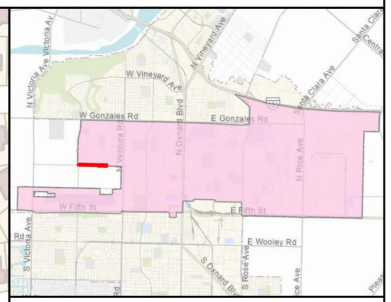
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 10,368 SQ FT
~ 0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 4,736 SQ FT
~ 0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 5 OF 55, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

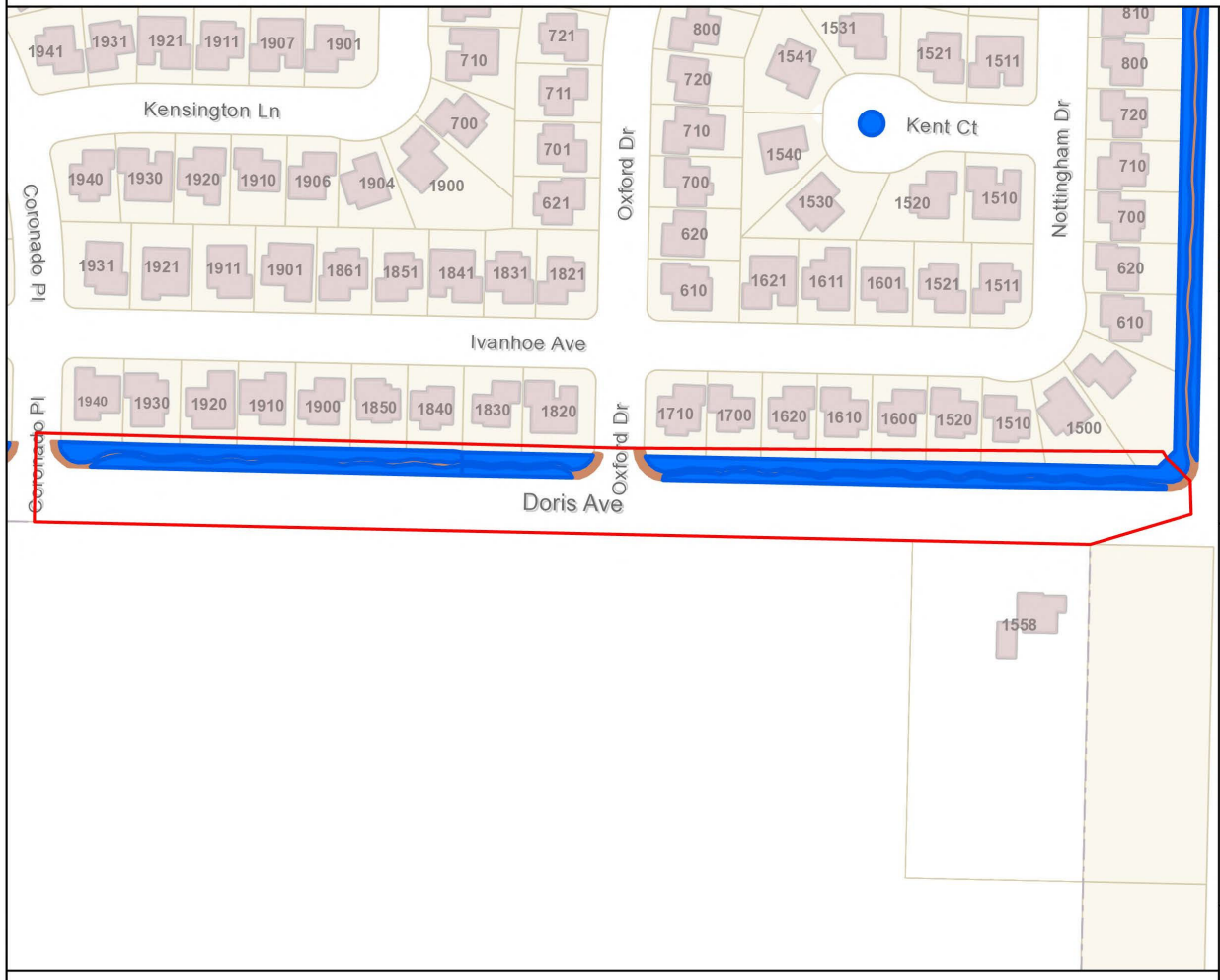
WORK TO BID ON THIS PAGE

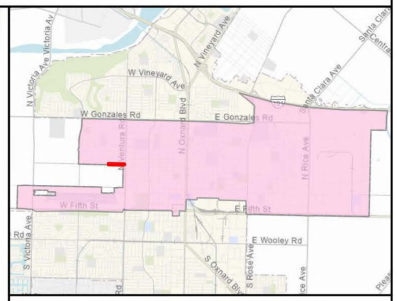
MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 6 OF 55, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

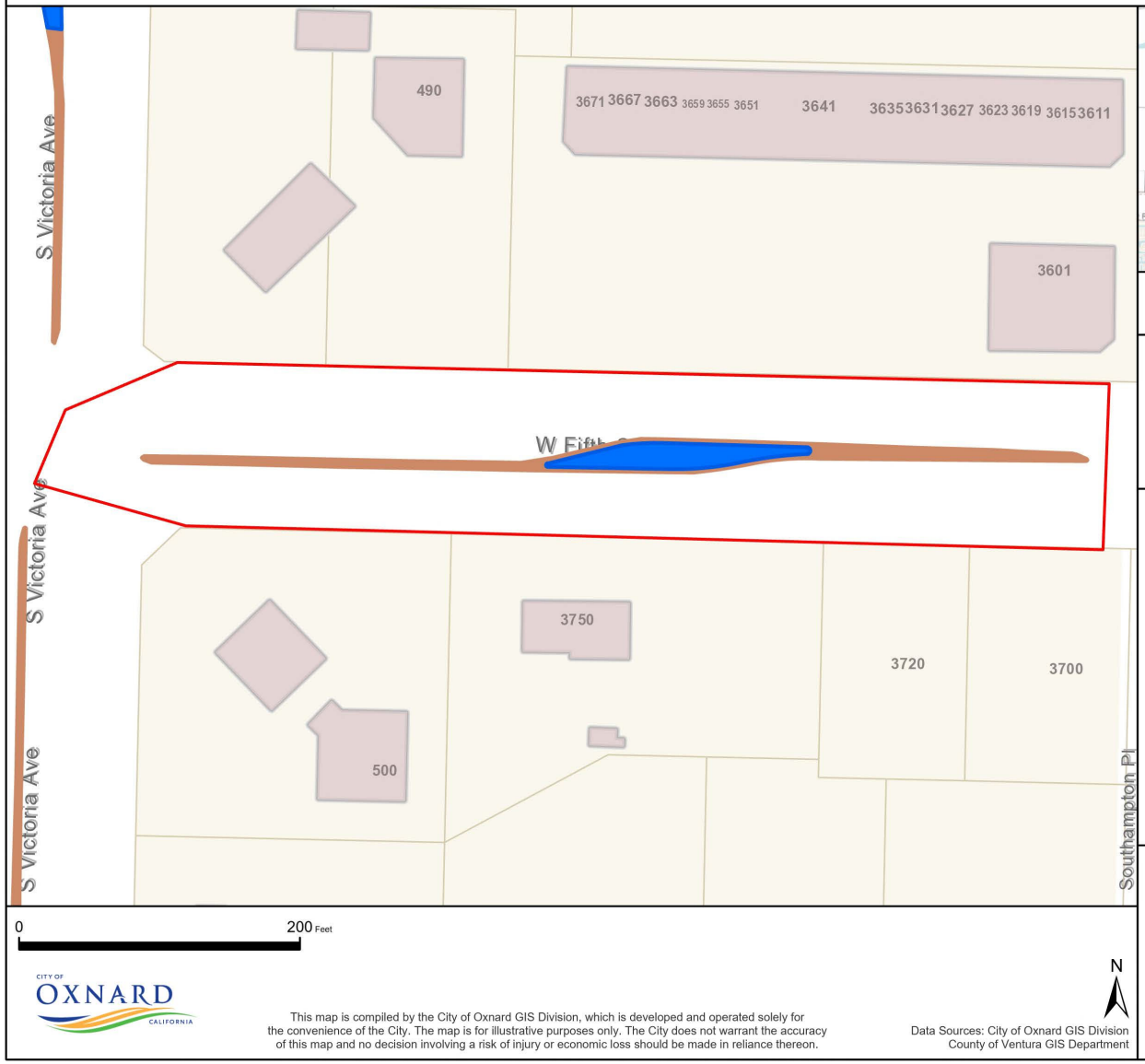
WORK TO BID ON THIS PAGE

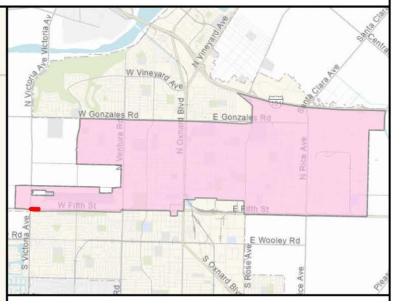
MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 7 OF 55, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

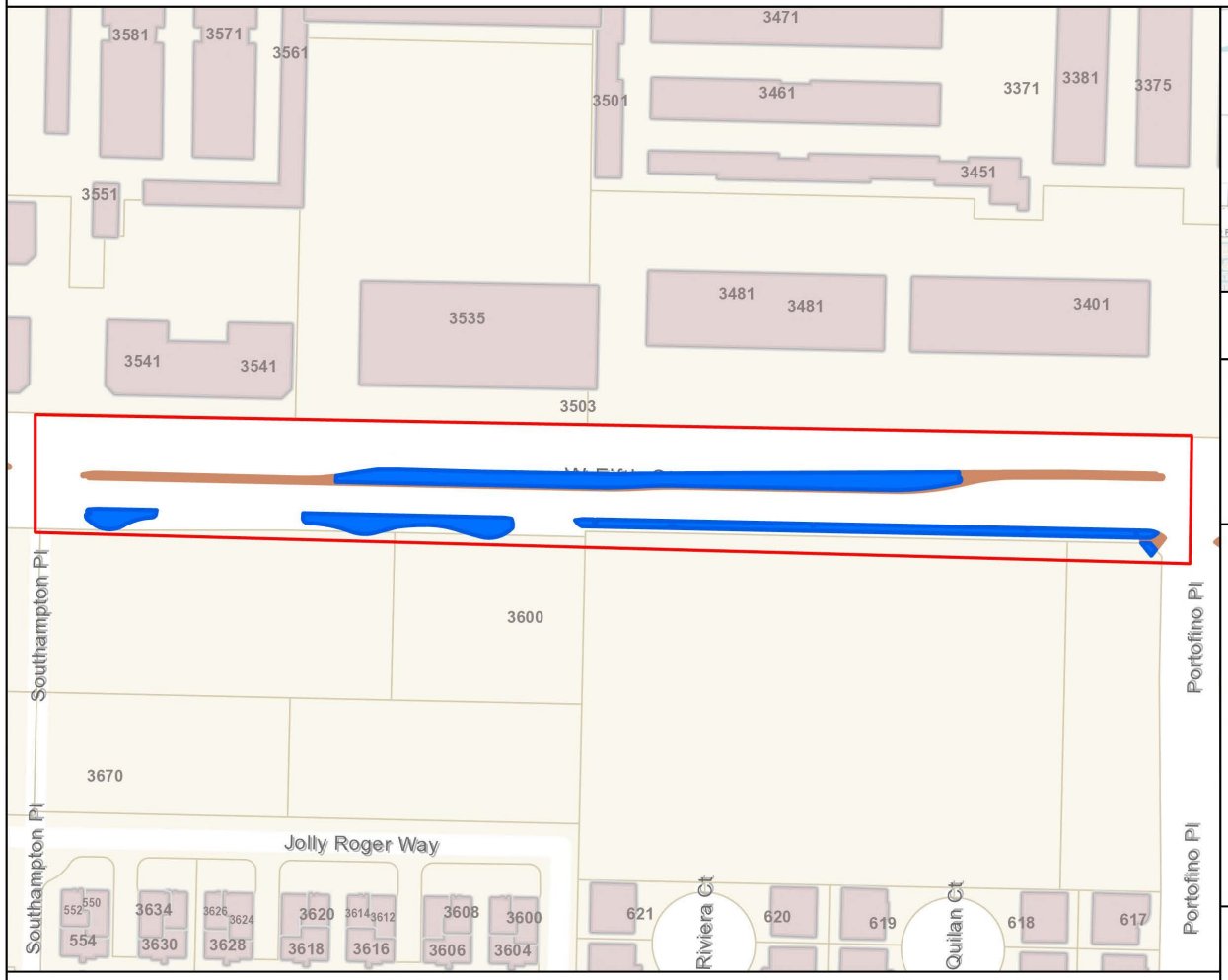
WORK TO BID ON THIS PAGE

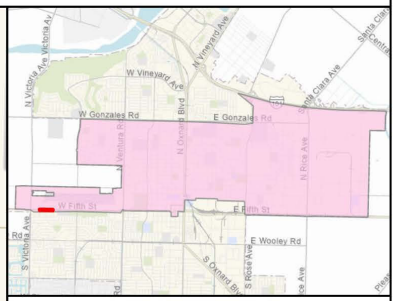
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,013 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 8 OF 55, FIFTH ST 02





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

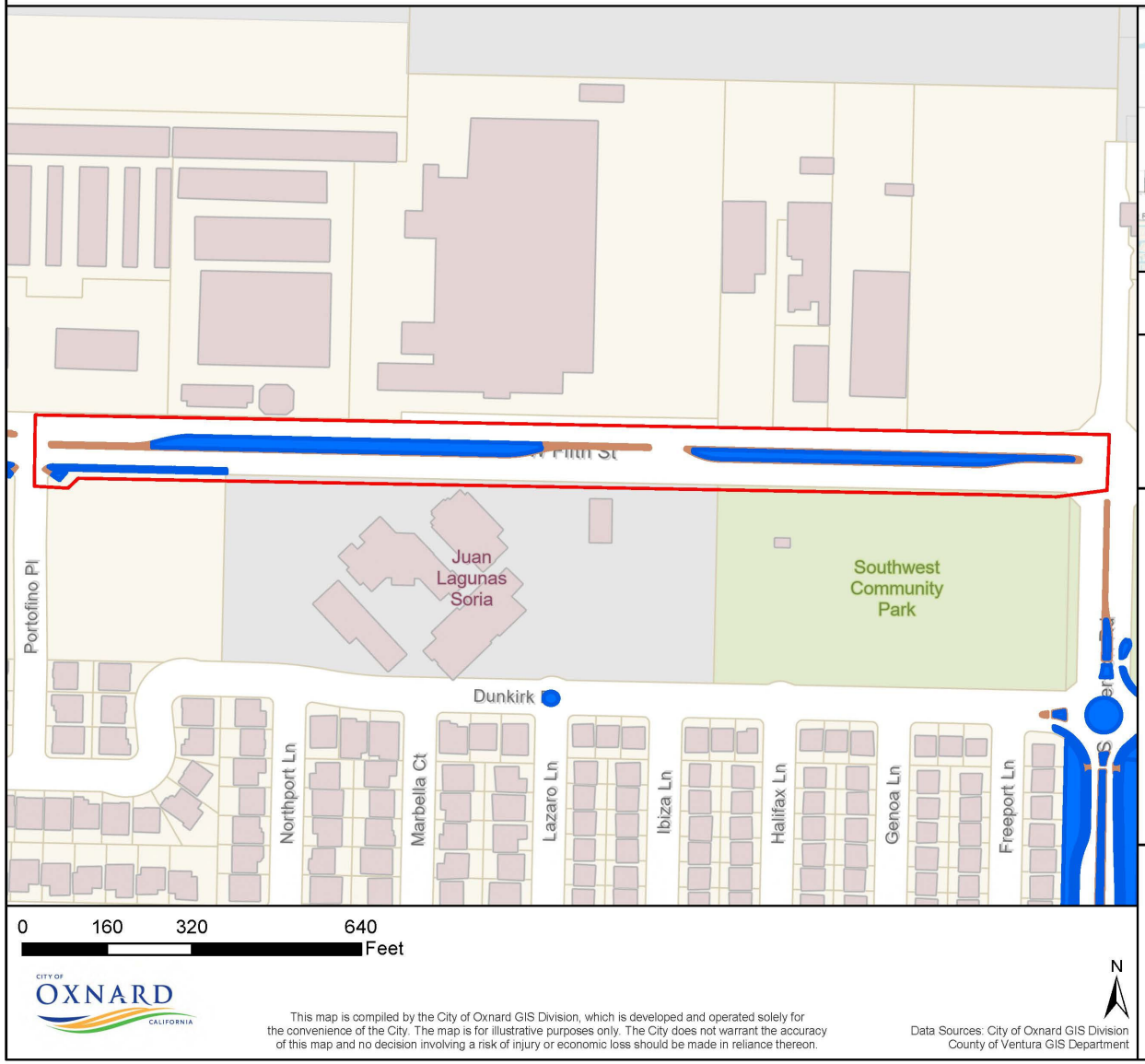
WORK TO BID ON THIS PAGE

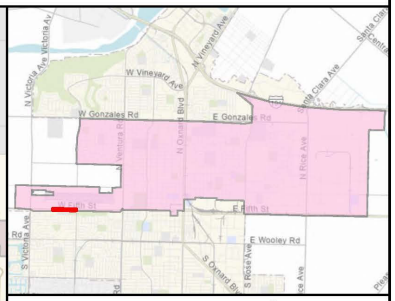
MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 9 OF 55, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

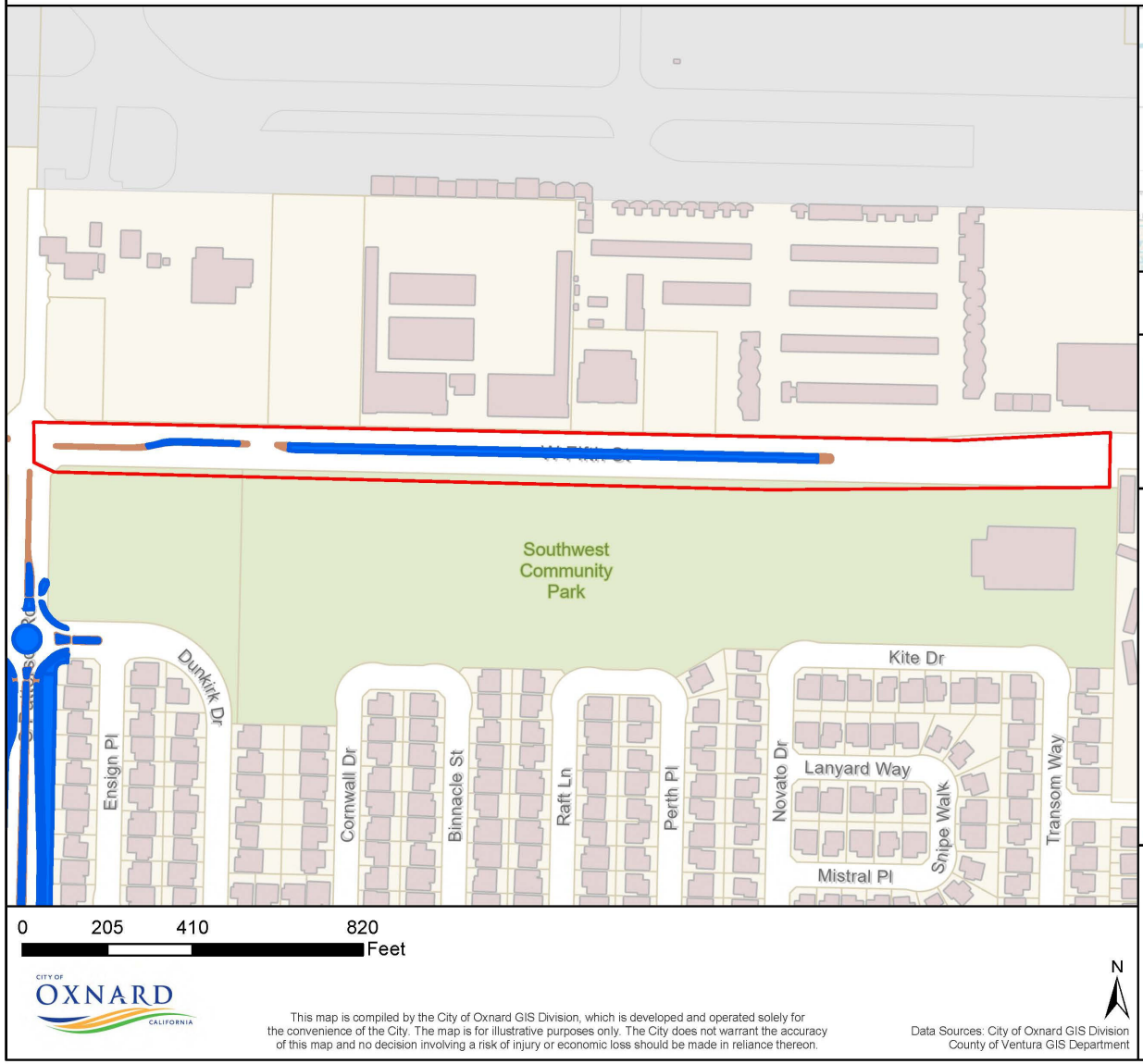
WORK TO BID ON THIS PAGE

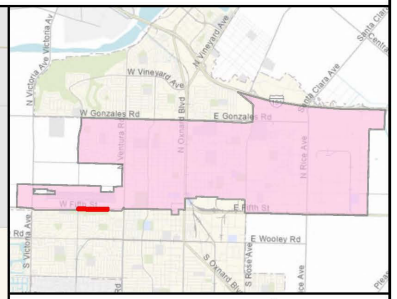
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 25,140 SQ FT
~ 0.58 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 10,554 SQ FT
~ 0.24 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 10 OF 55, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

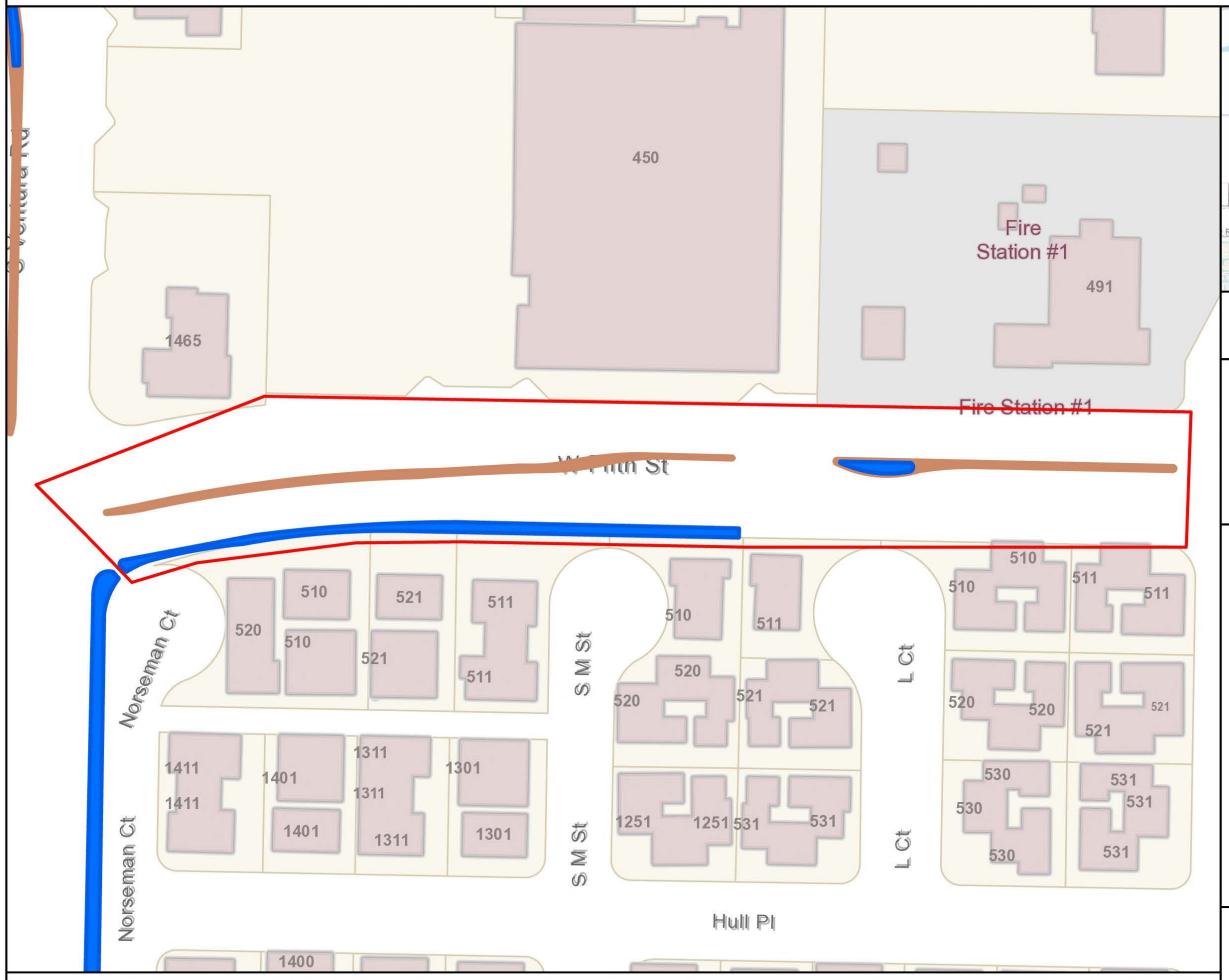
WORK TO BID ON THIS PAGE

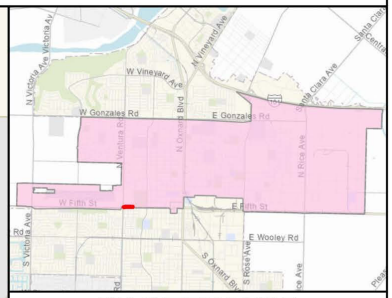
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 20,443 SQ FT
~ 0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,043 SQ FT
~ 0.07 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 11 OF 55, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,137 SQ FT
~0.07 ACRES

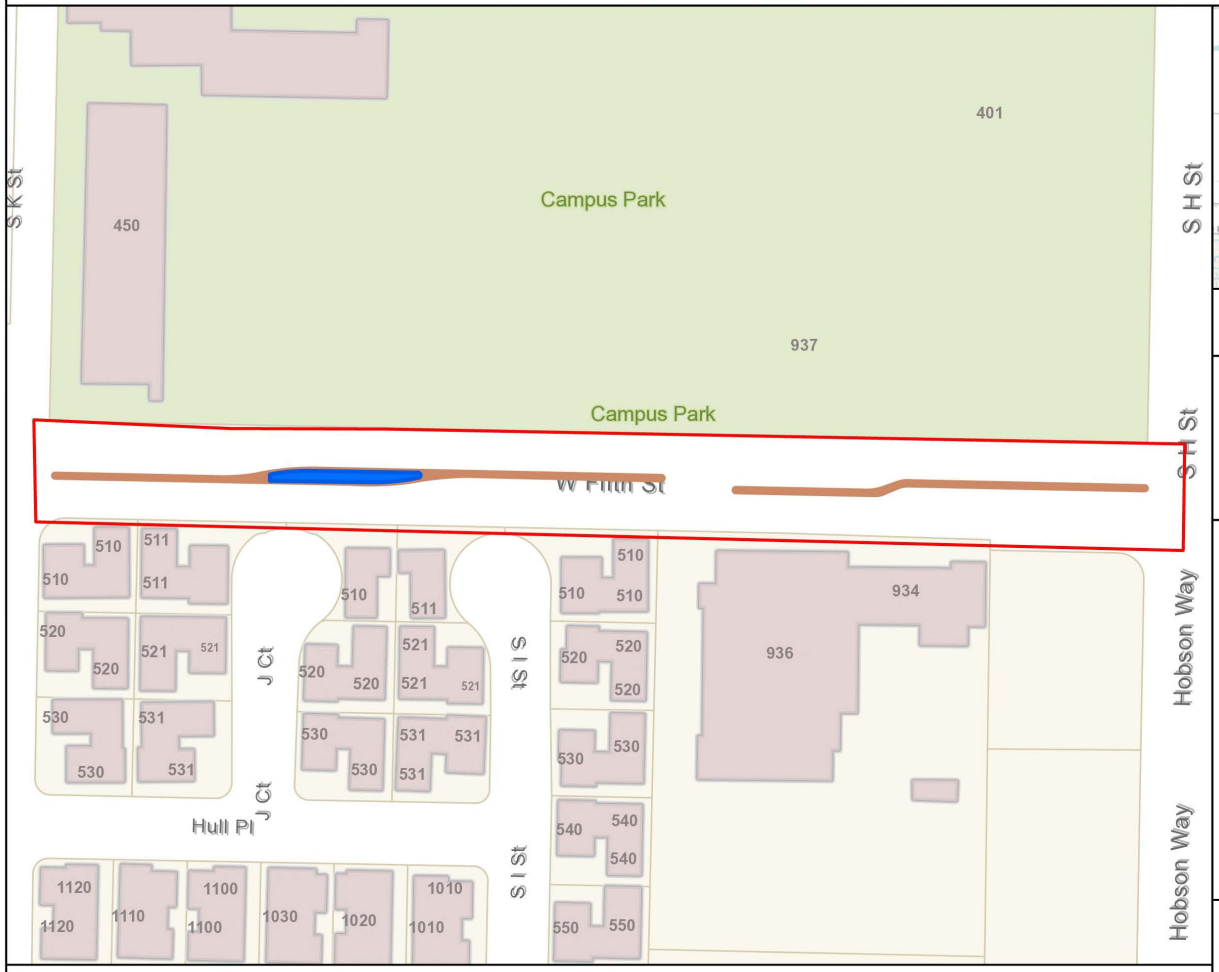
Work extent on this map
Contracted Landscape
Contracted Hardscape

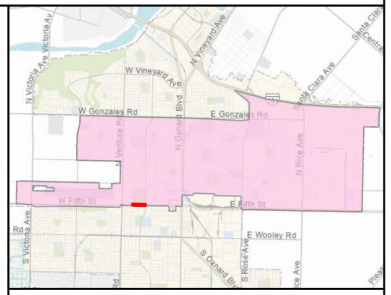
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 55, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

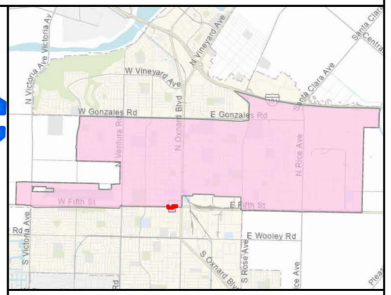
MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 13 OF 55, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,233 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,515 SQ FT
~0.03 ACRES

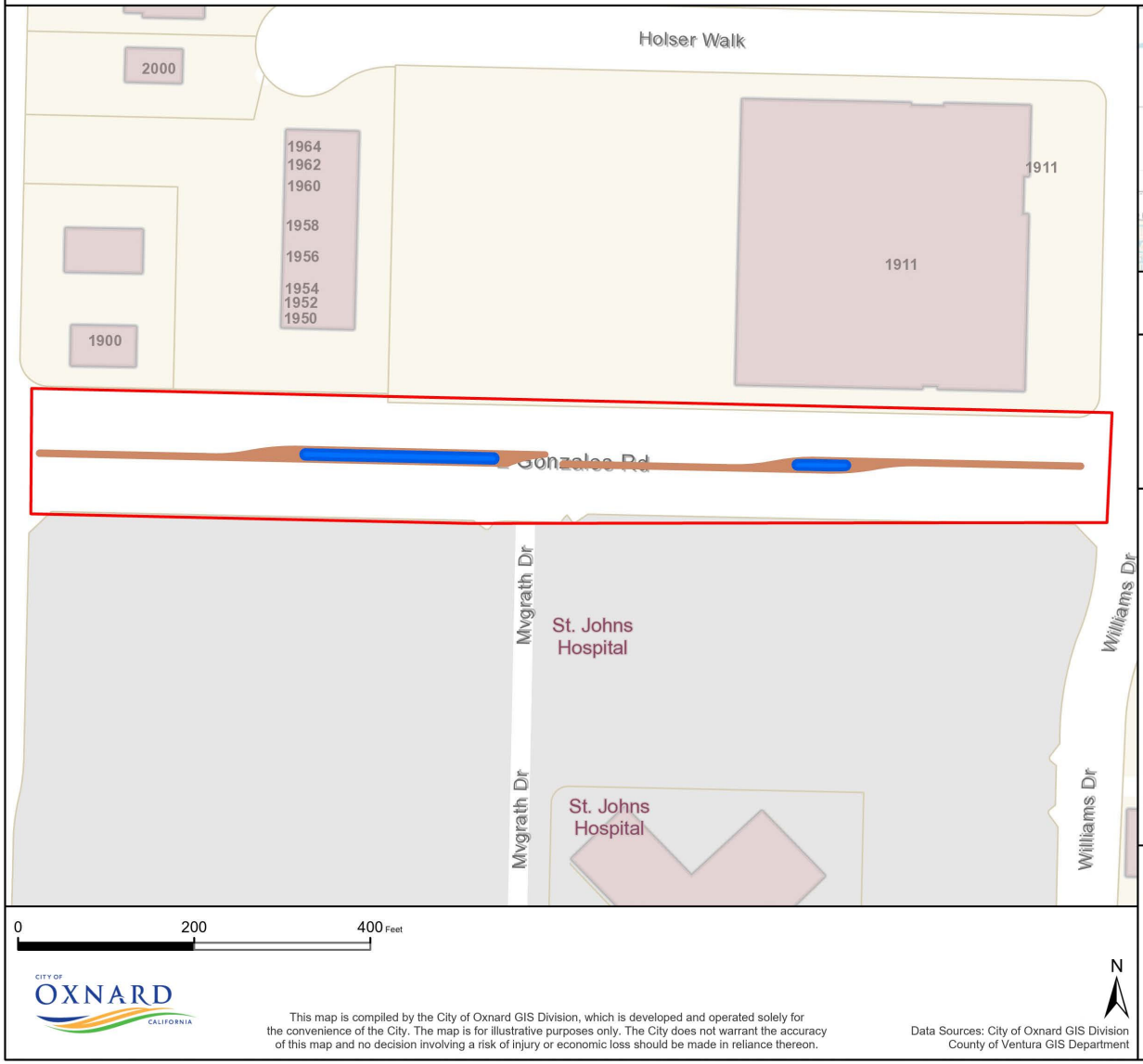
Work extent on this map
Contracted Landscape
Contracted Hardscape

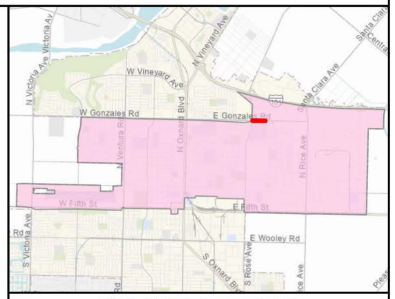
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 55, GONZALES 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

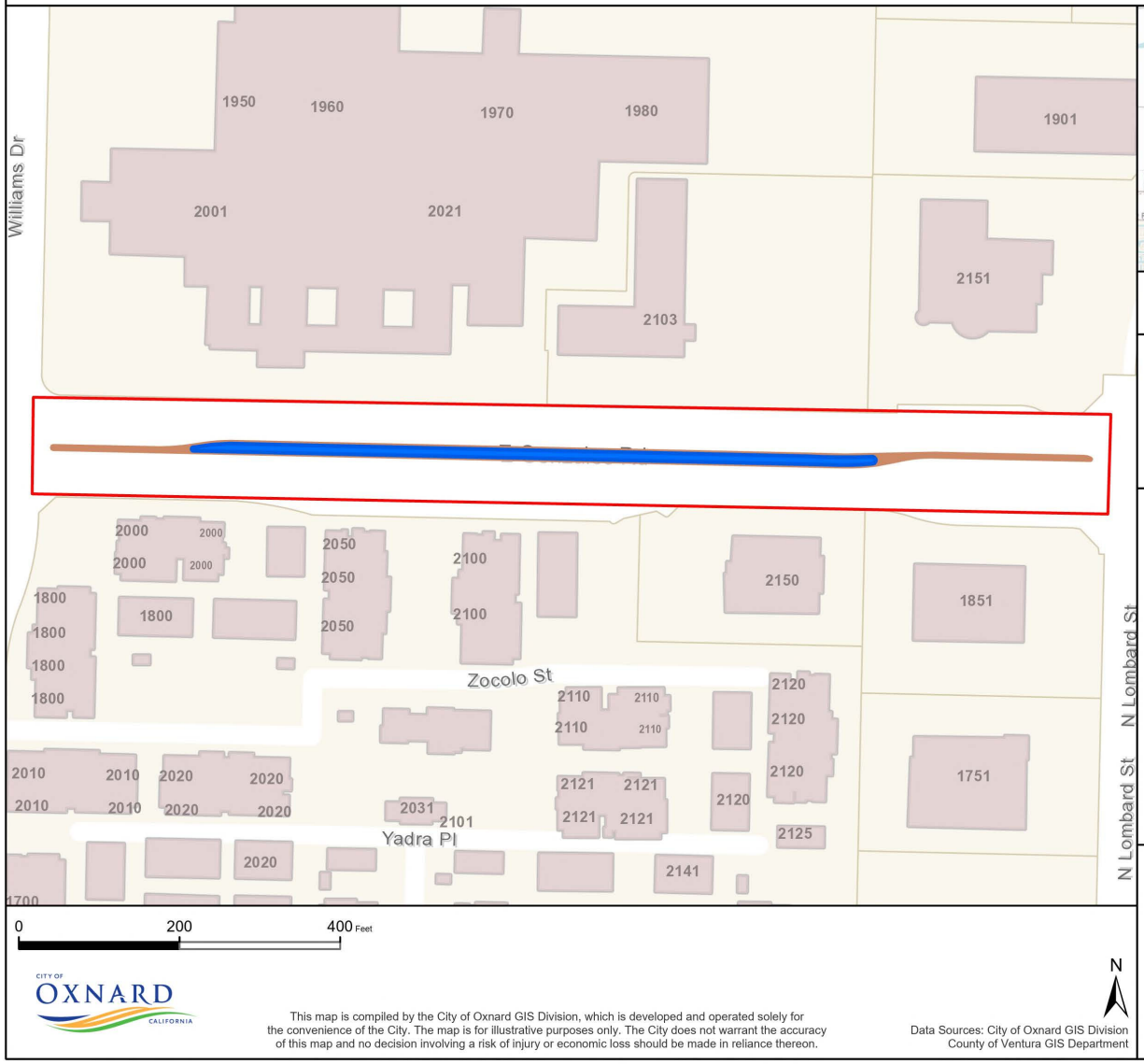
WORK TO BID ON THIS PAGE

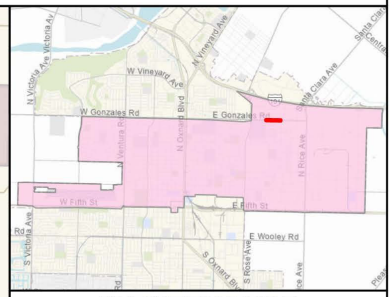
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 15 OF 55, GONZALES 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

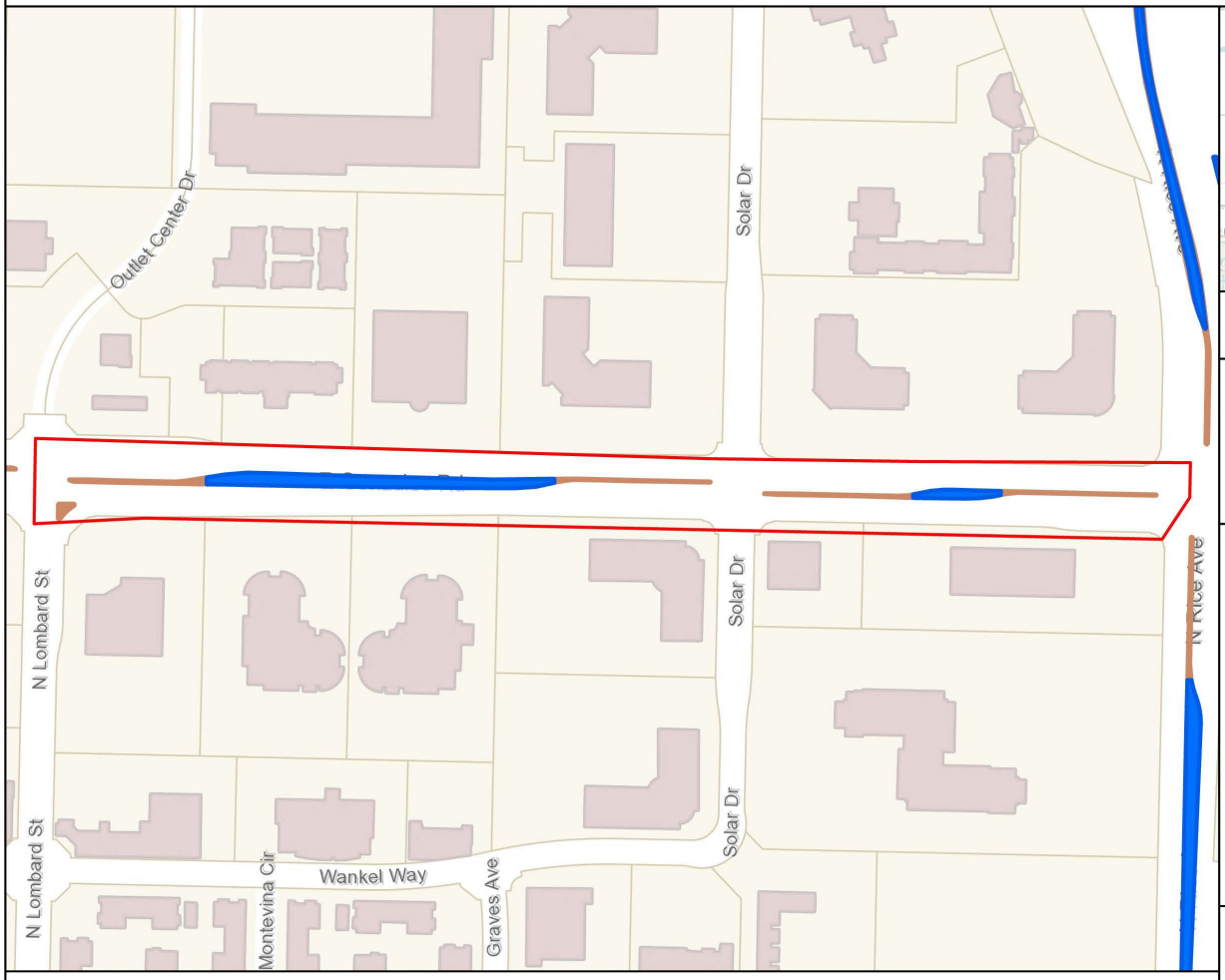
WORK TO BID ON THIS PAGE

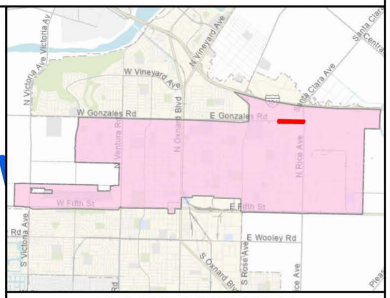
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 16 OF 55, GONZALES 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

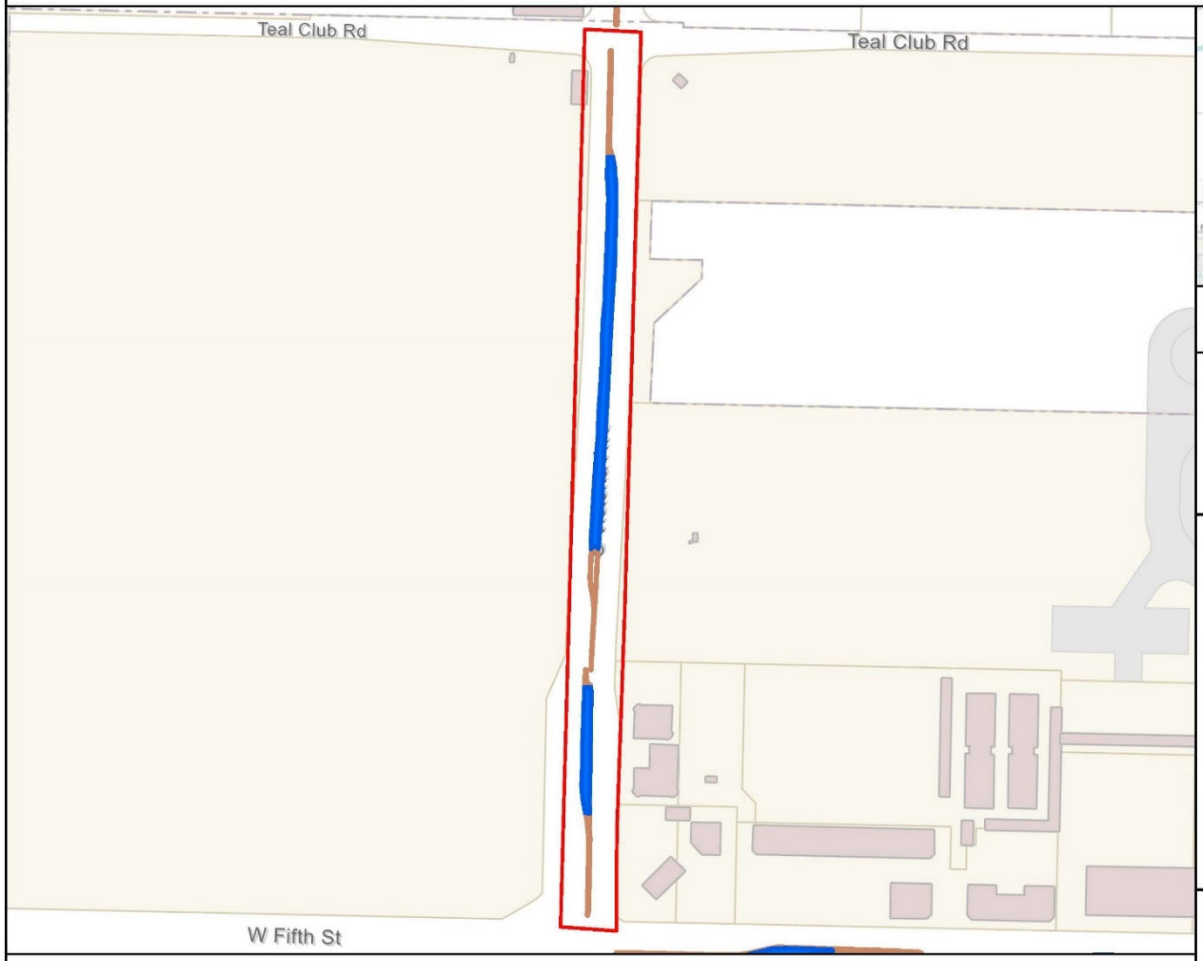
WORK TO BID ON THIS PAGE

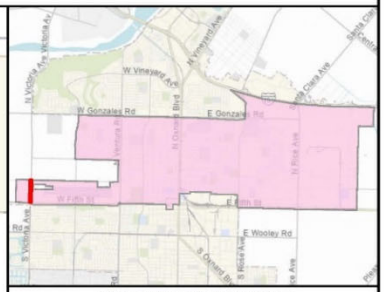
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 17 OF 55, N VICTORIA





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 19,824 SQ FT
~ 0.46 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,286 SQ FT
~ 0.08 ACRES

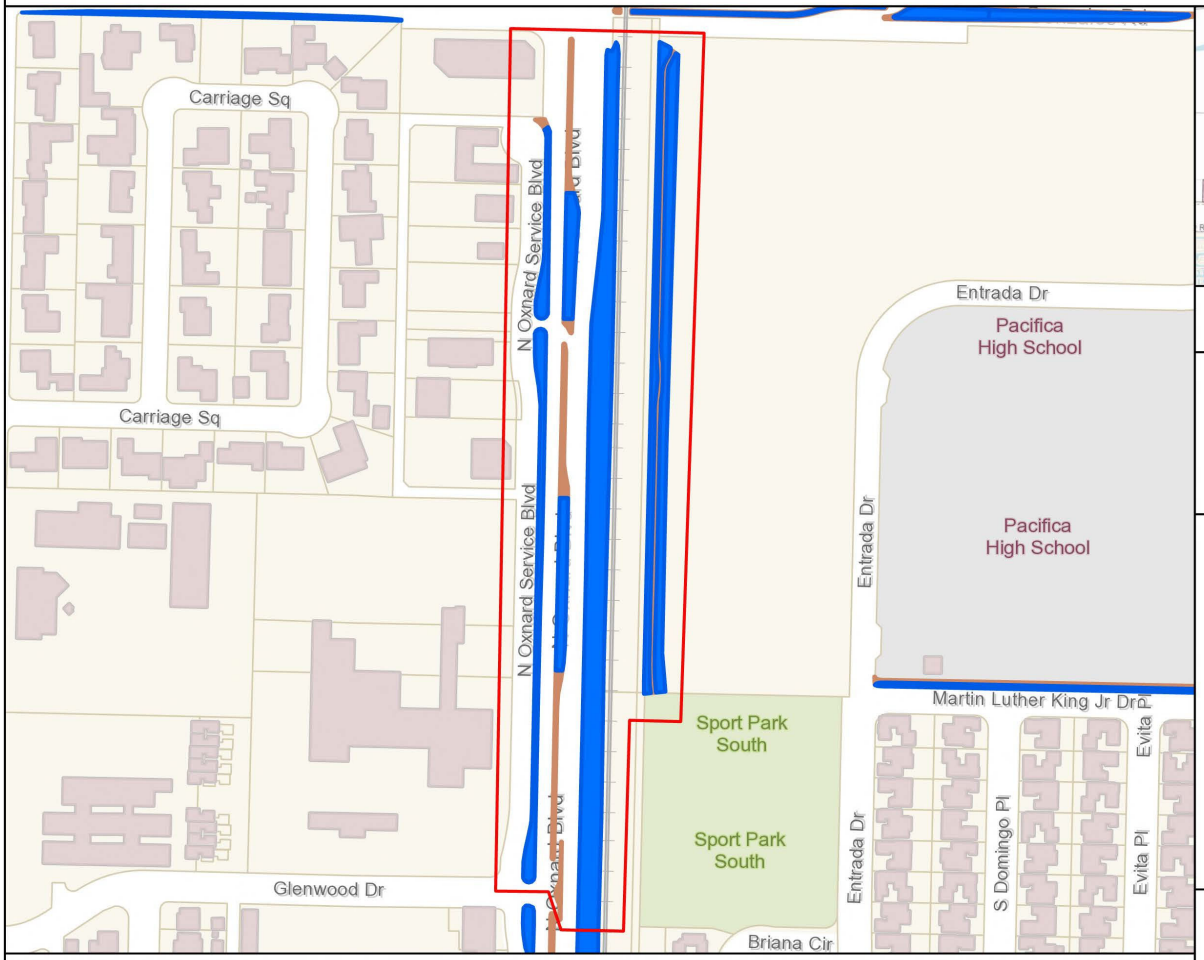
Work extent on this map
Contracted Landscape
Contracted Hardscape

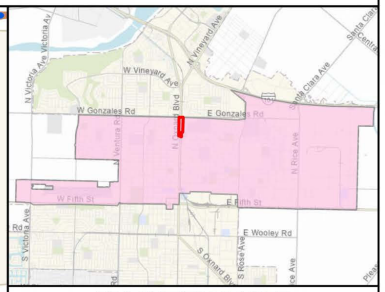
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 18 OF 55, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~117,725 SQ FT
~2.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

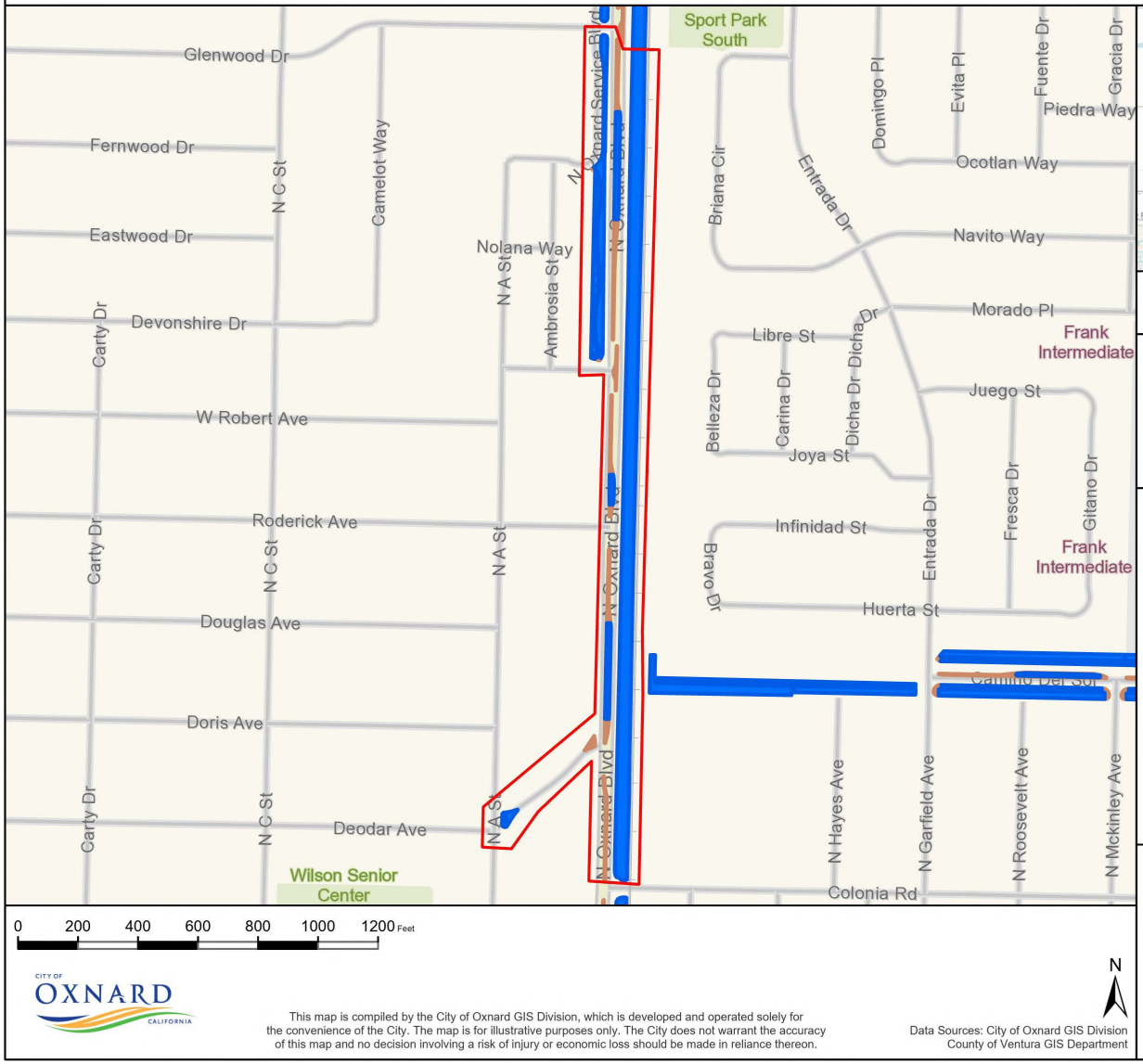
CITY OF OXNARD CALIFORNIA

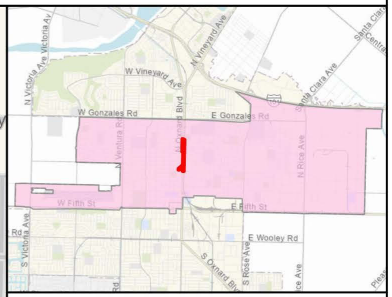
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 19 OF 55, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

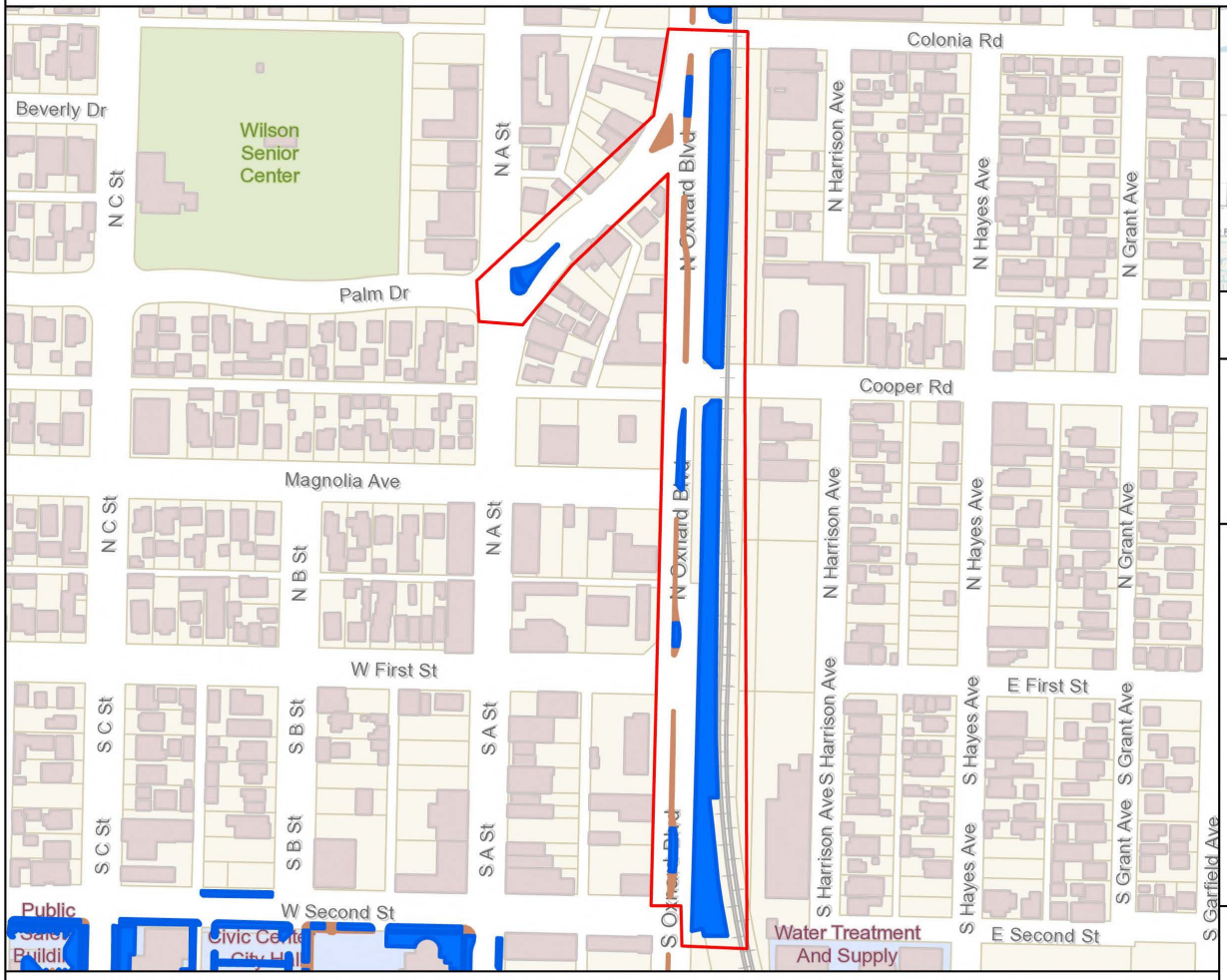
WORK TO BID ON THIS PAGE

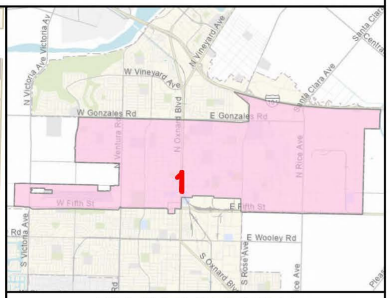
MEDIAN & PARKWAY LANDSCAPE AREAS:
~146,699 SQ FT
~3.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,992 SQ FT
~0.34 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 20 OF 55, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

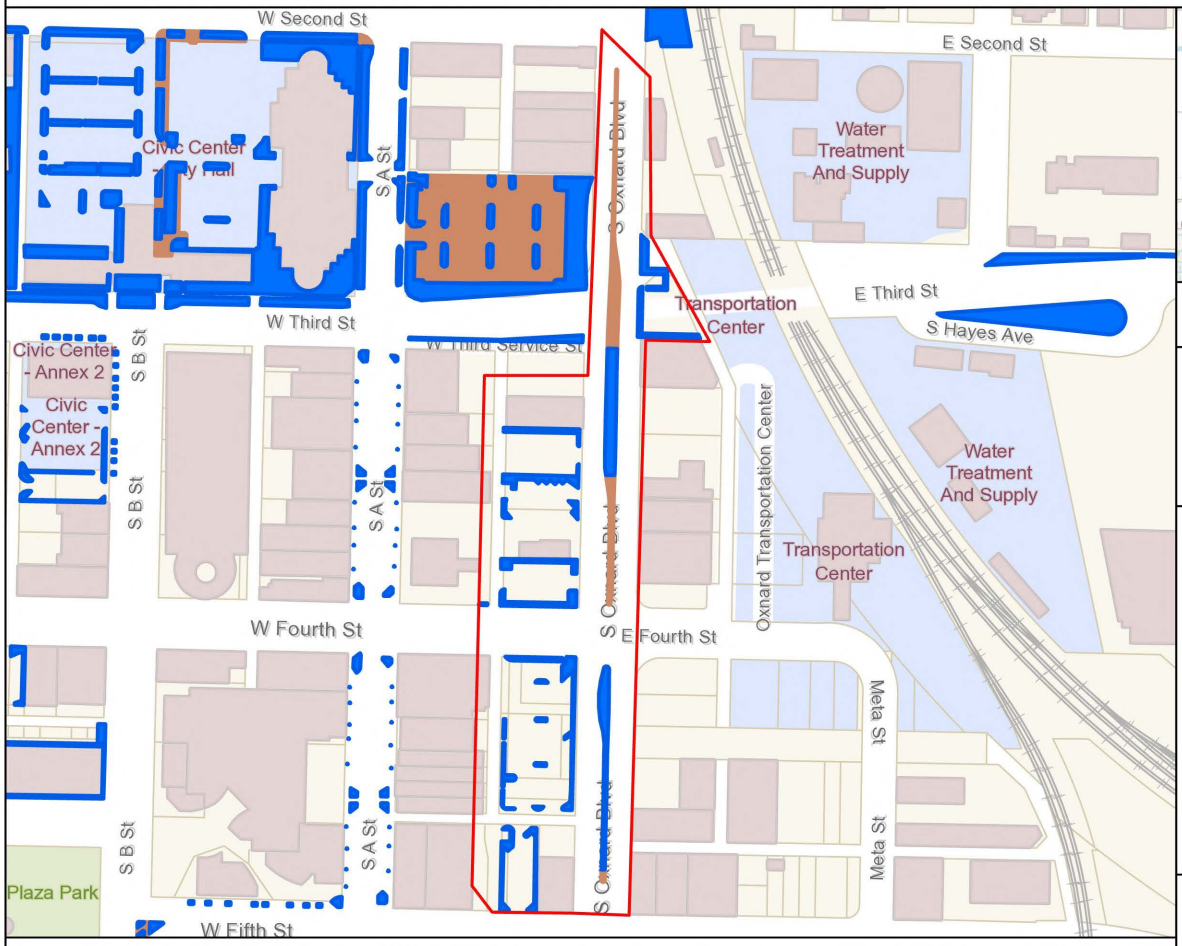
WORK TO BID ON THIS PAGE

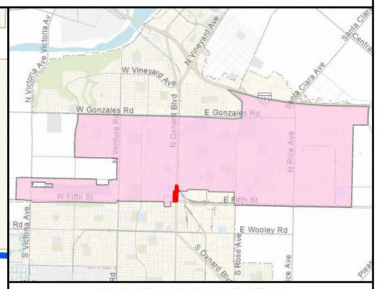
MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,604 SQ FT
~1.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,219 SQ FT
~0.12 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 21 OF 55, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

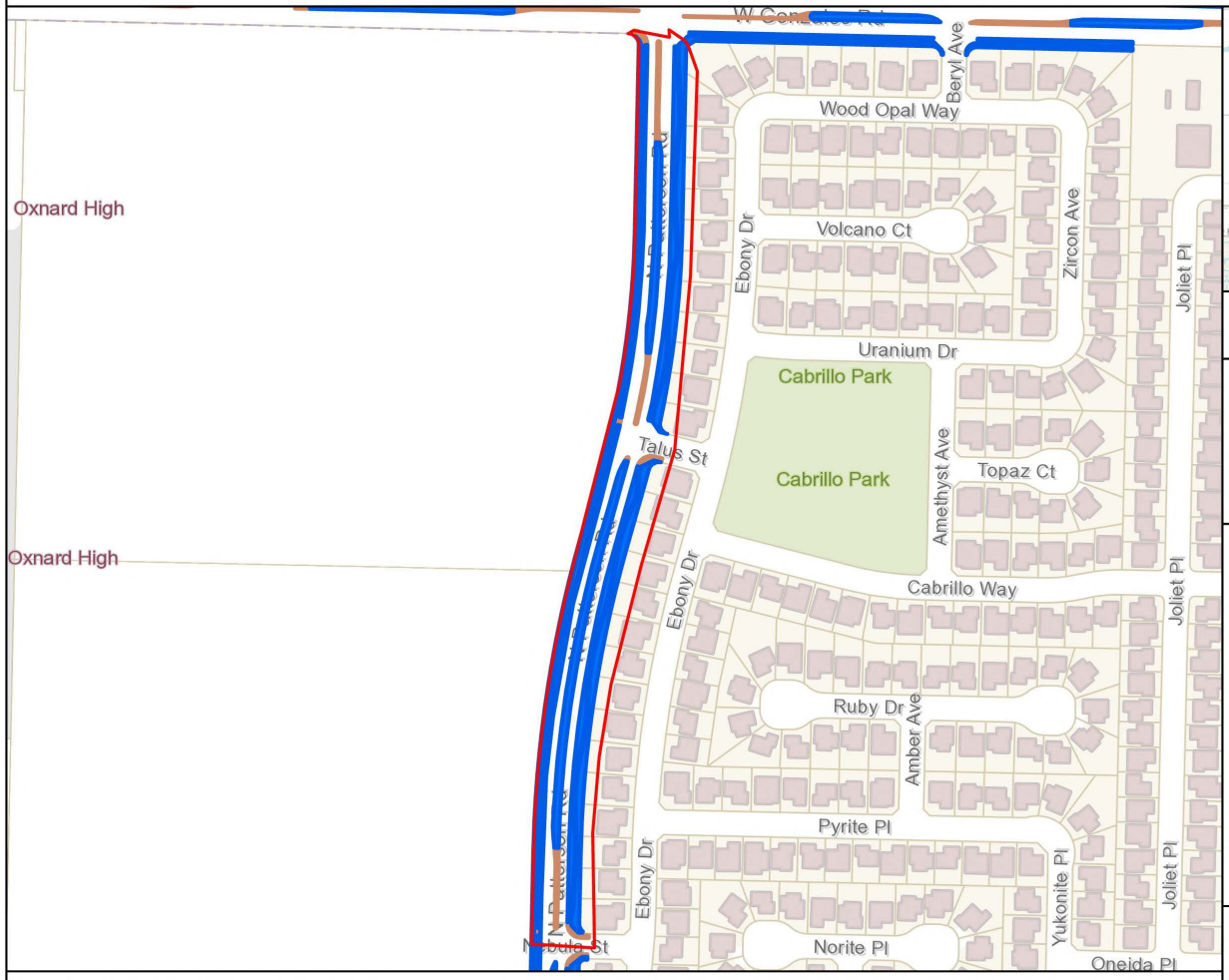
WORK TO BID ON THIS PAGE

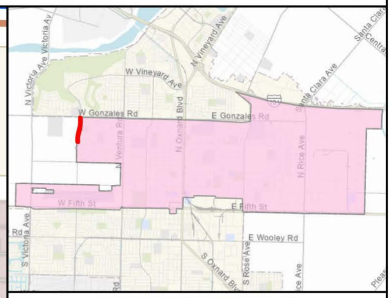
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,301 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 22 OF 55, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

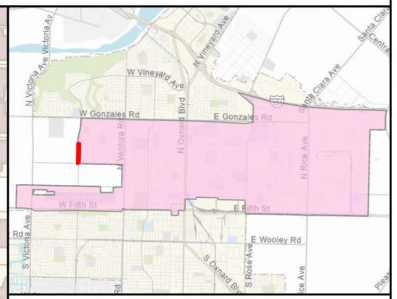
MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 23 OF 55, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

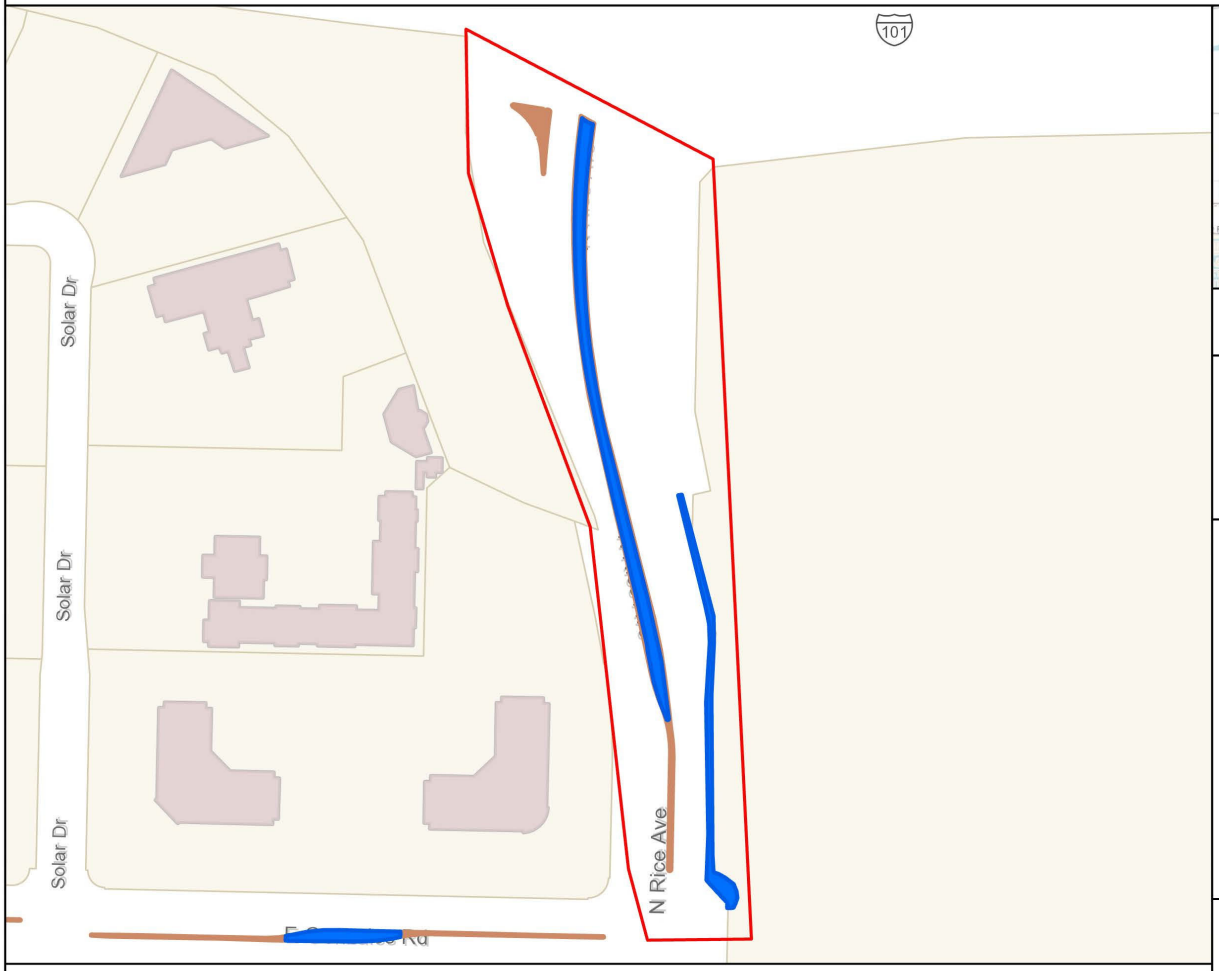
Work extent on this map
Contracted Landscape
Contracted Hardscape

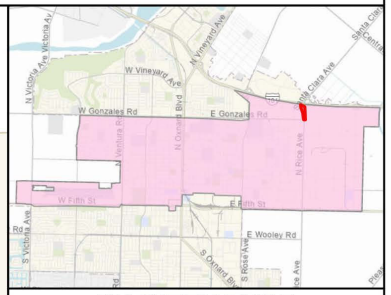
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 24 OF 55, RICE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

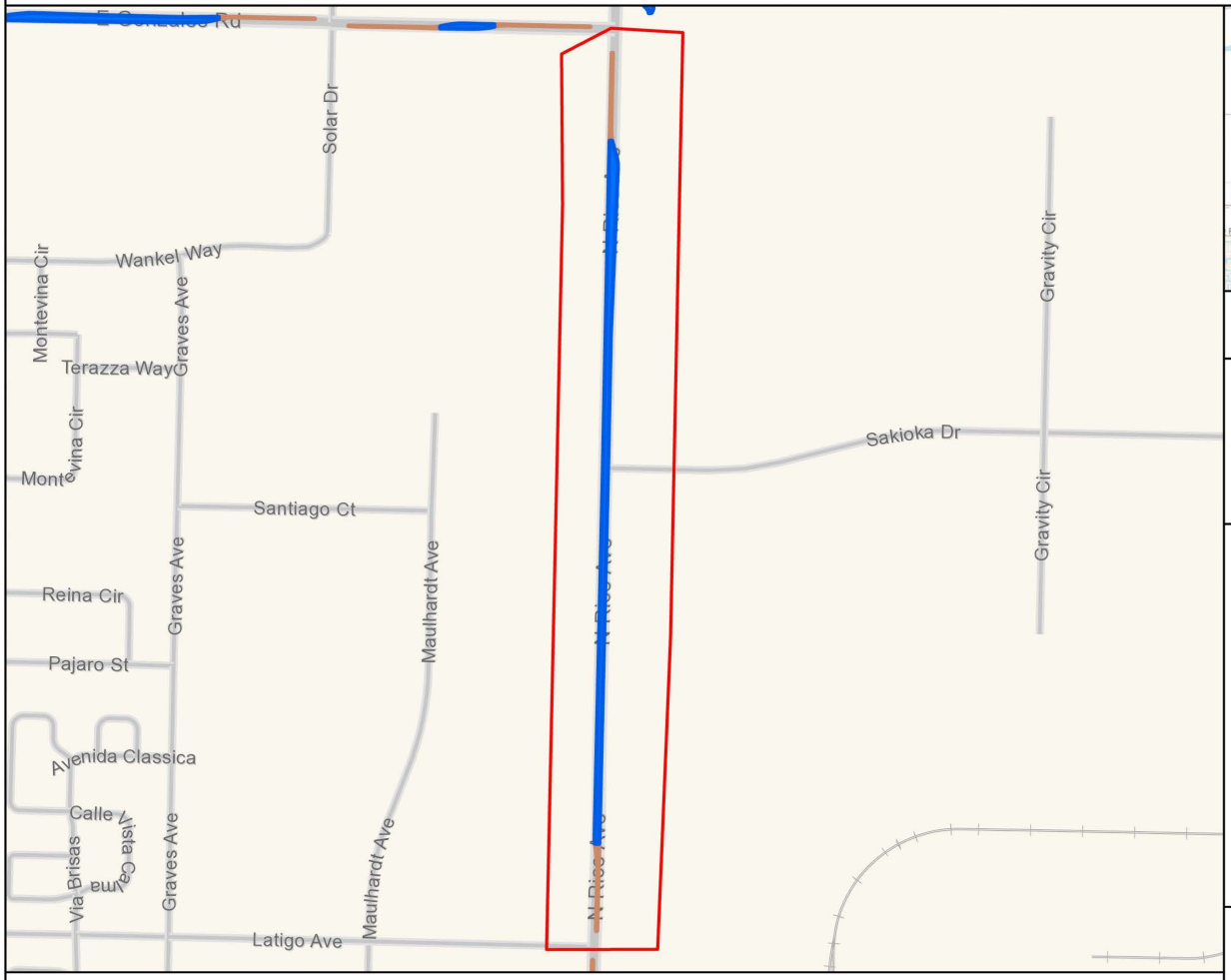
WORK TO BID ON THIS PAGE

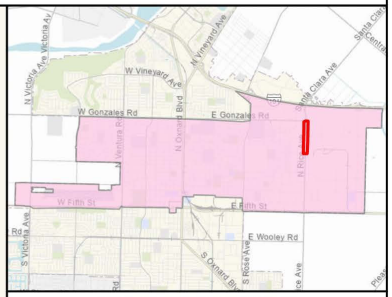
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 25 OF 55, RICE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

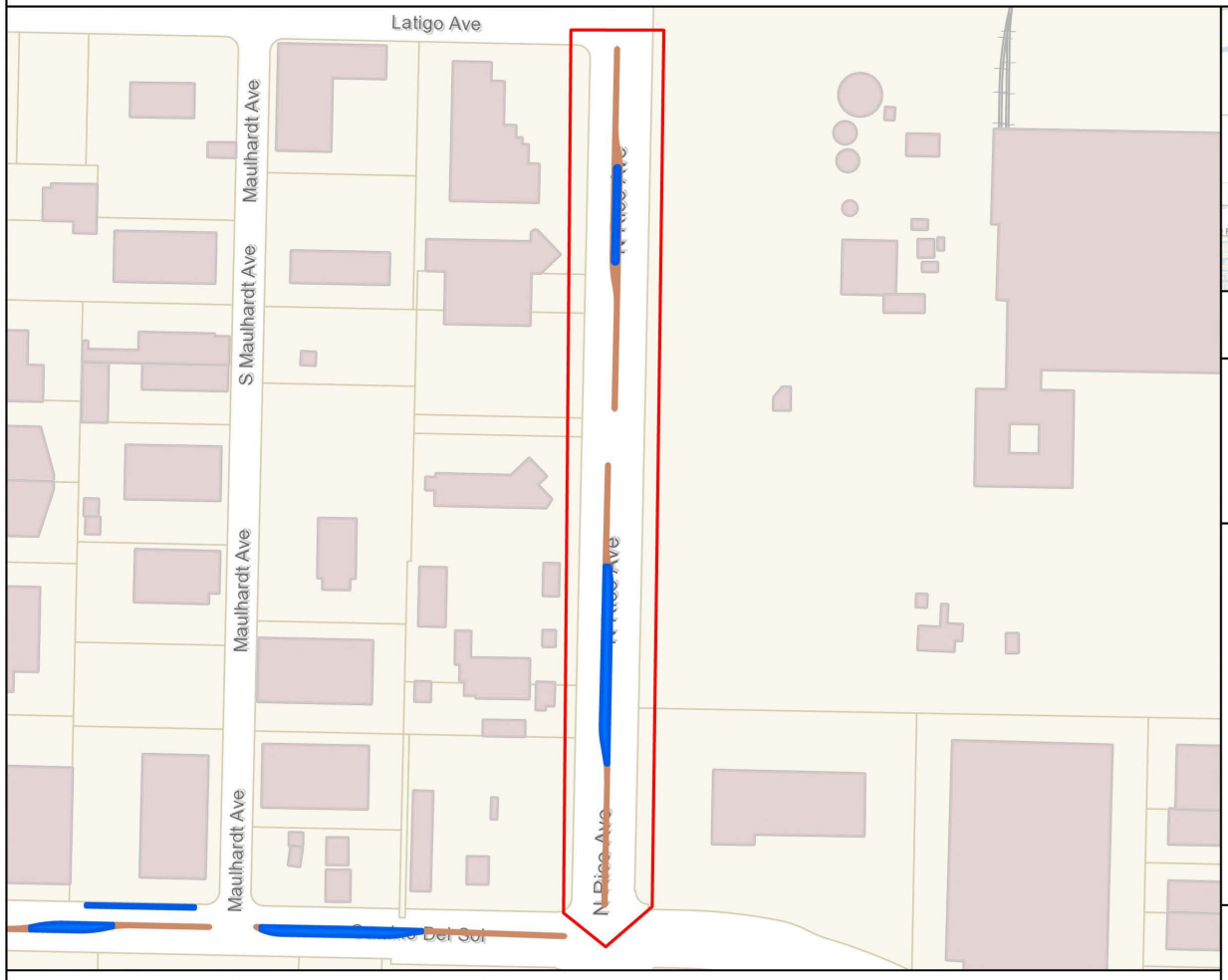
WORK TO BID ON THIS PAGE

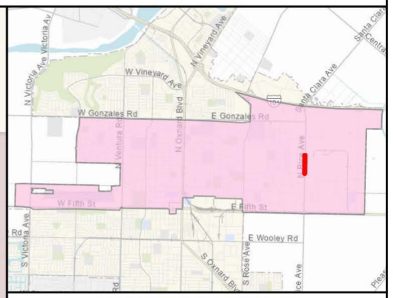
MEDIAN & PARKWAY
LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 26 OF 55, RICE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

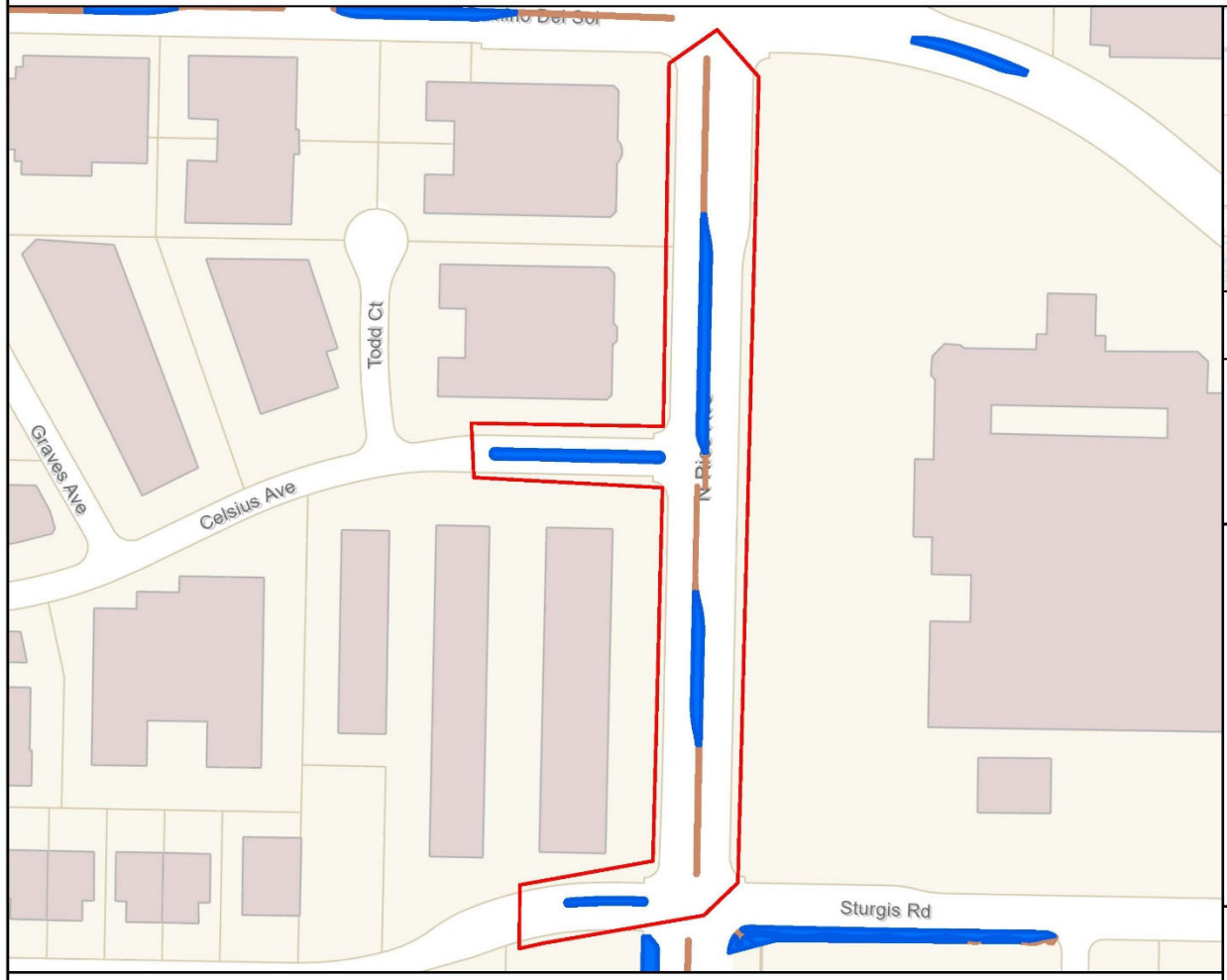
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

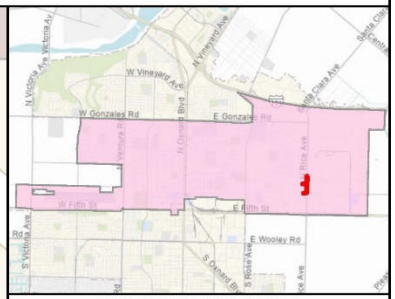
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 27 OF 55, RICE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

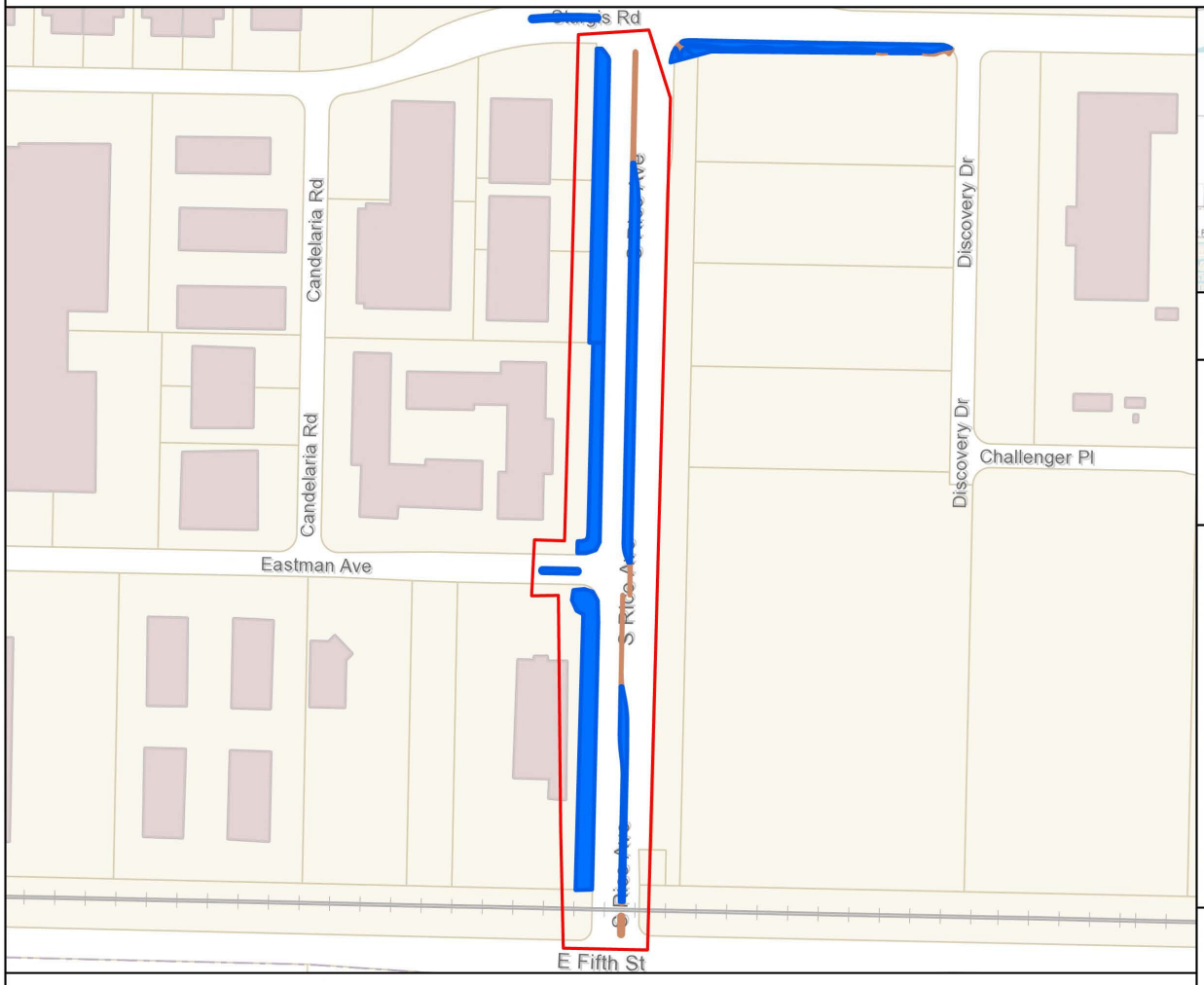
WORK TO BID ON THIS PAGE

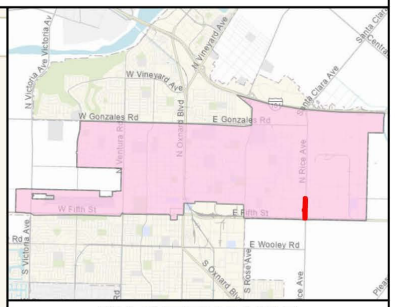
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 15,680SQ FT
~ 0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 2,654 SQ FT
~ 0.06 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 28 OF 55, RICE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

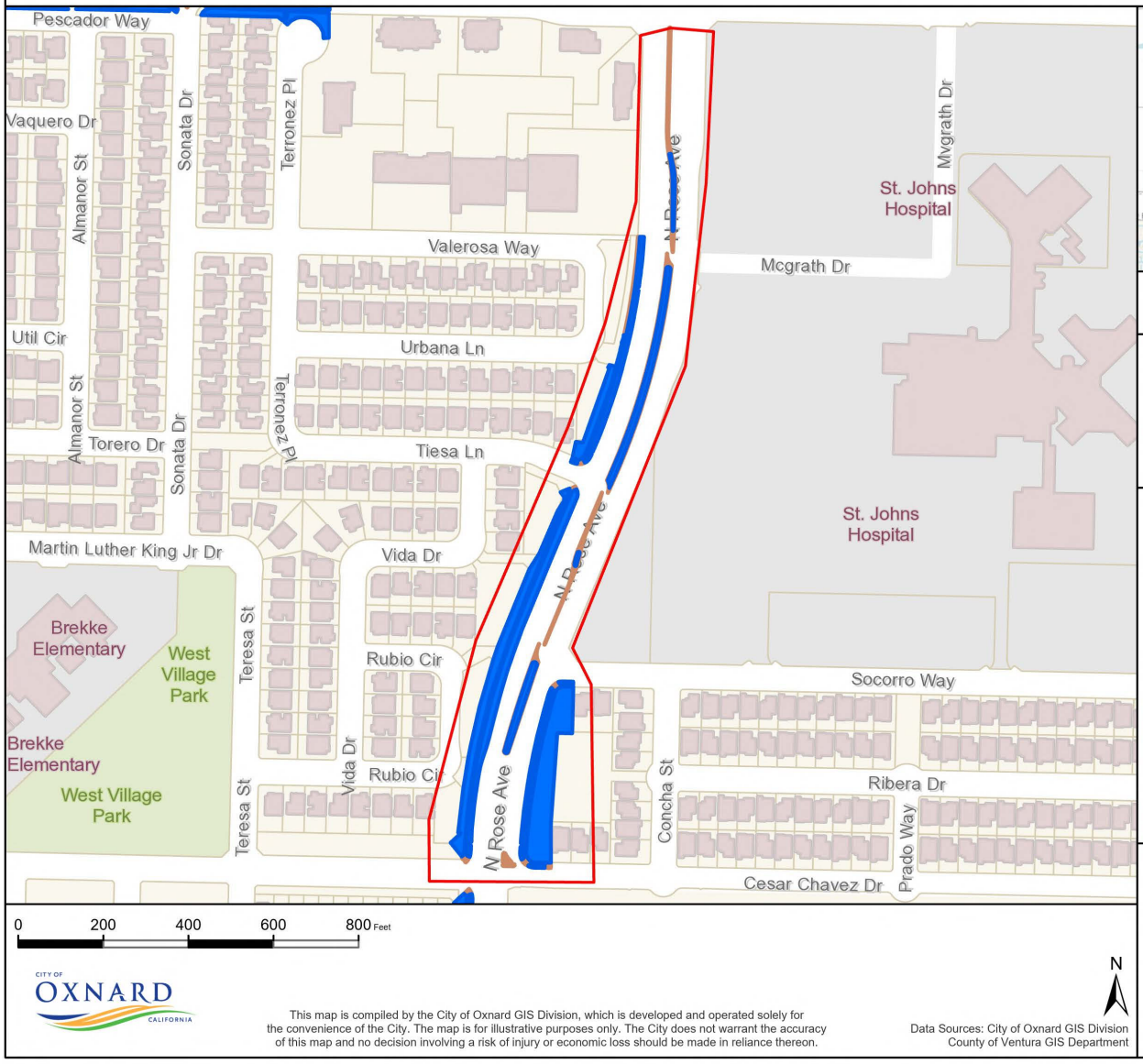
WORK TO BID ON THIS PAGE

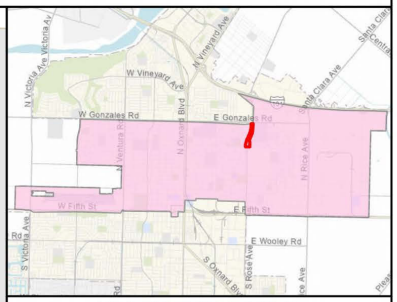
MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,661 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 29 OF 55, ROSE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

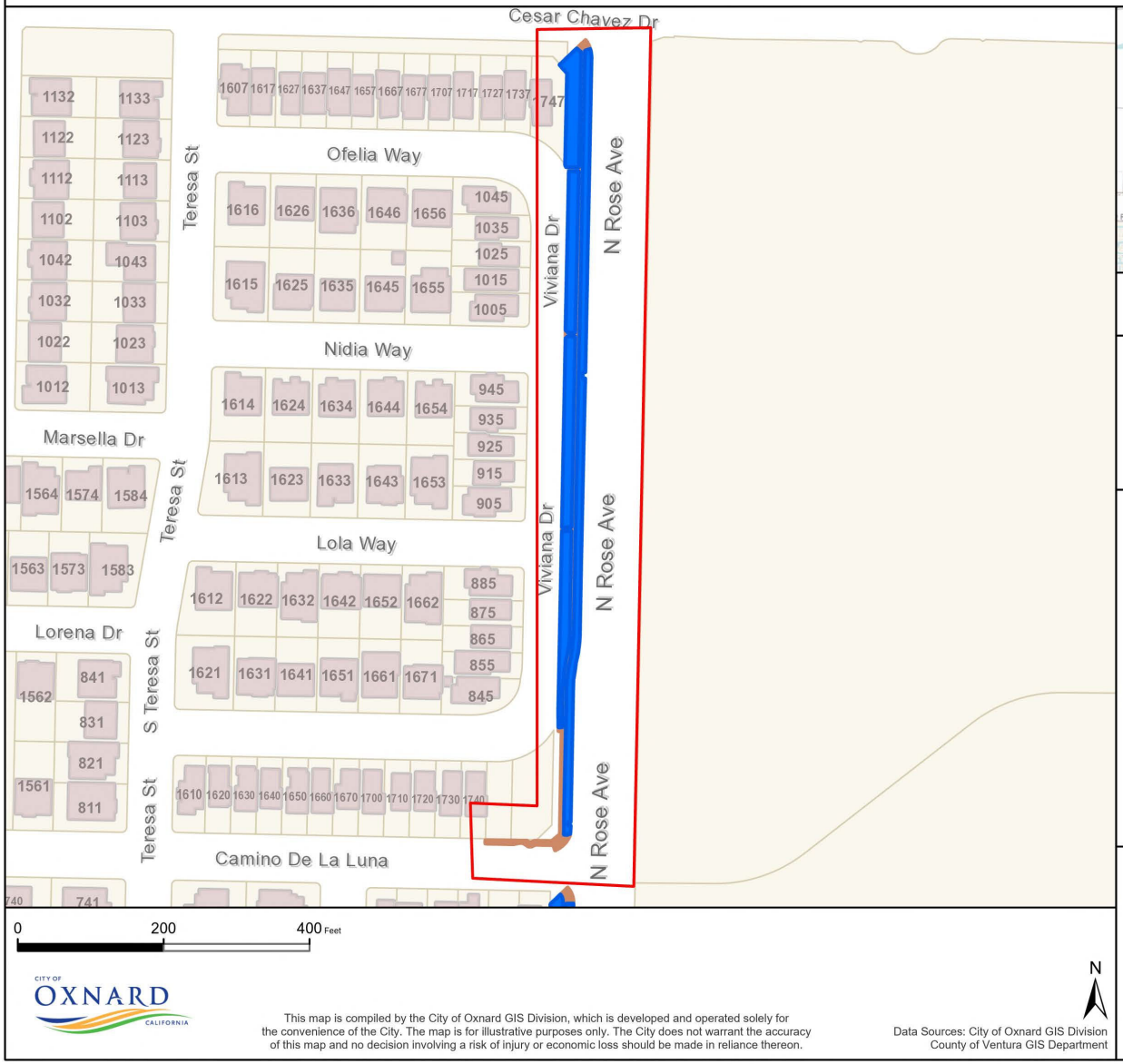
WORK TO BID ON THIS PAGE

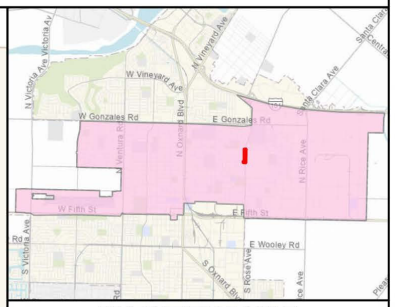
MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 30 OF 55, ROSE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

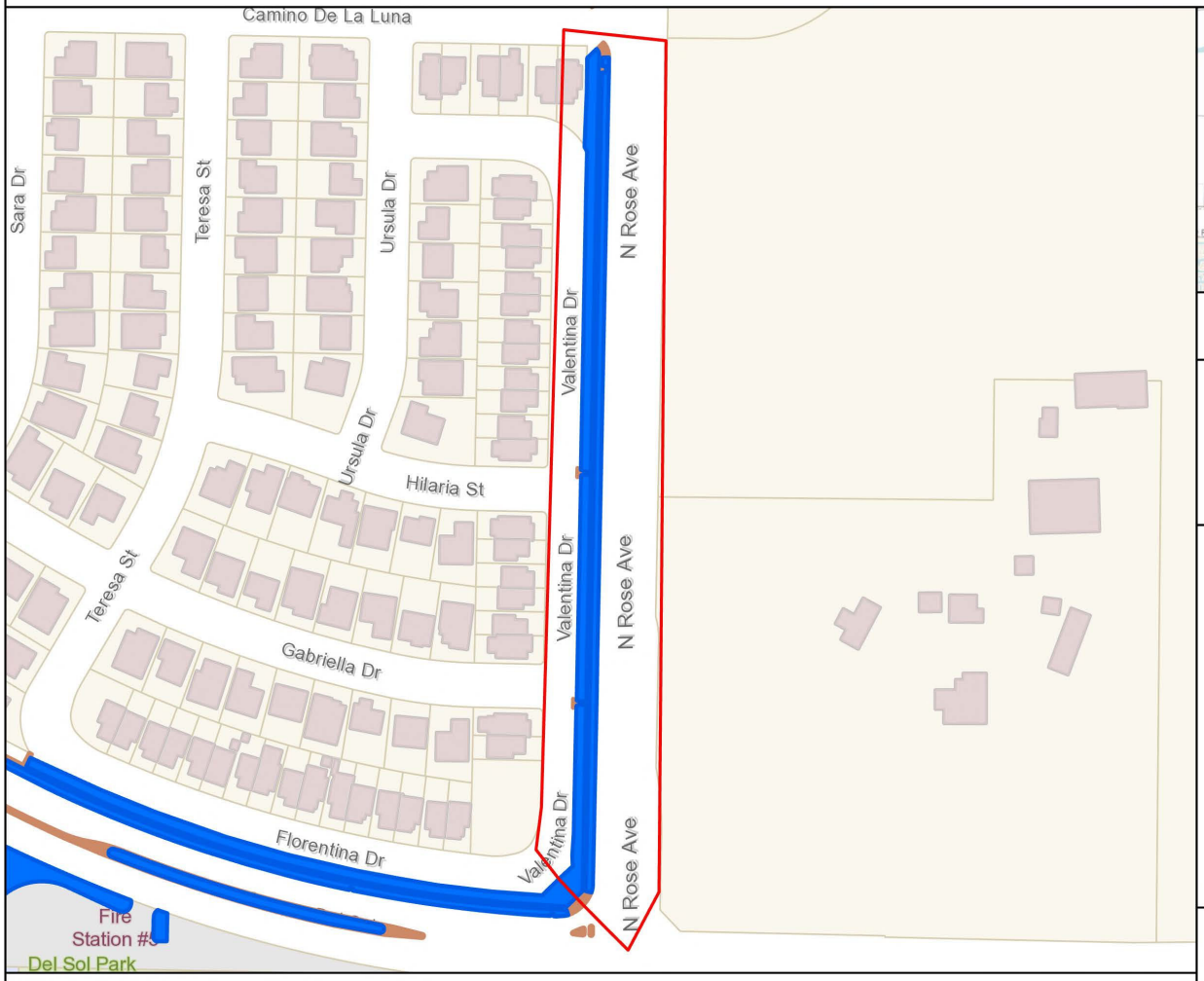
WORK TO BID ON THIS PAGE

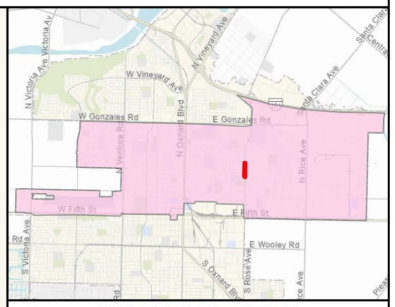
MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,705 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 31 OF 55, ROSE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

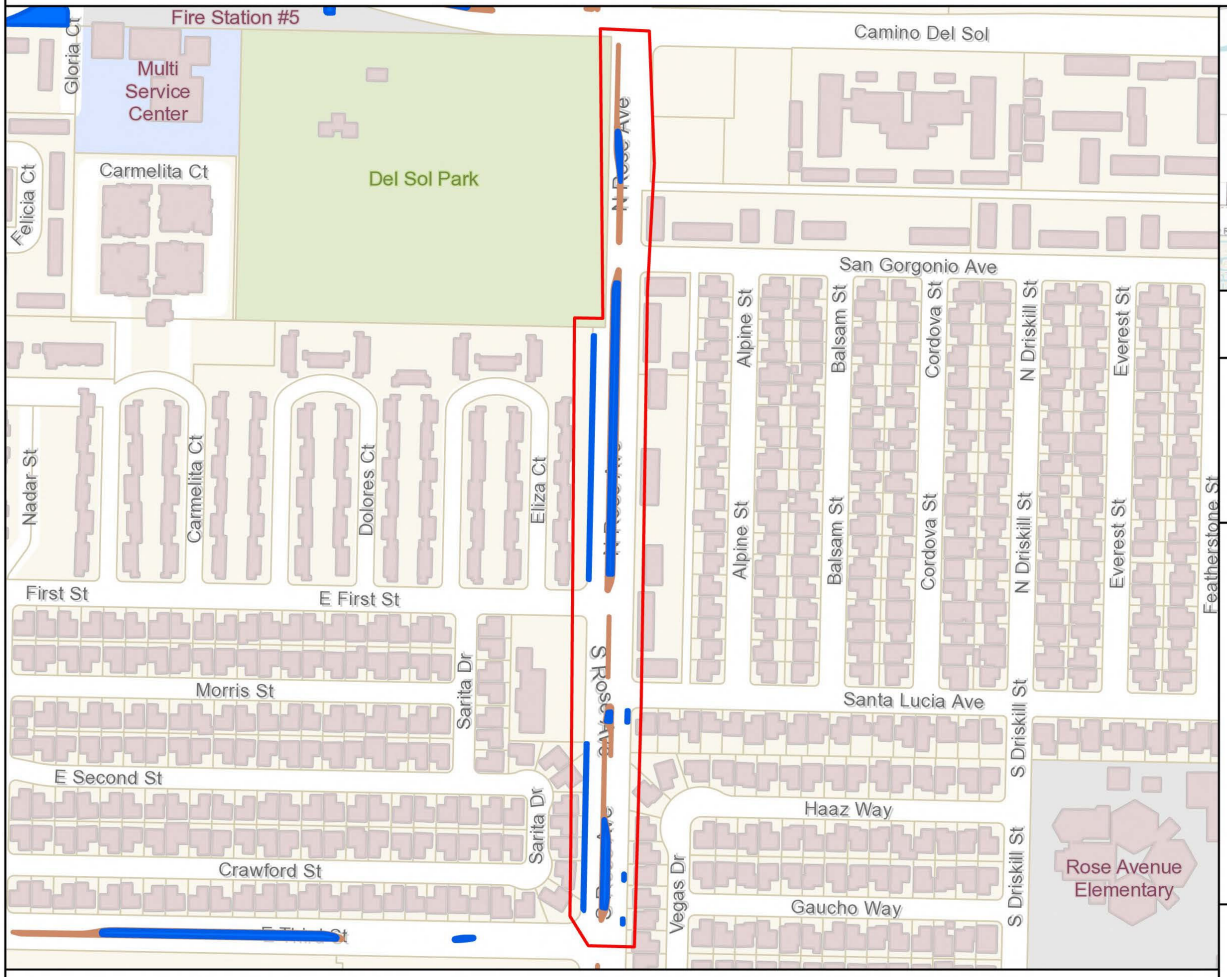
WORK TO BID ON THIS PAGE

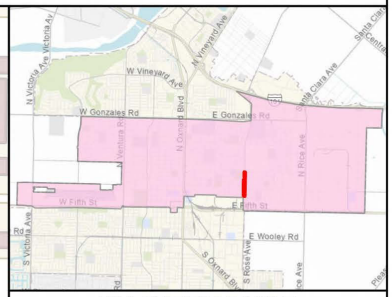
MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 32 OF 55, ROSE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

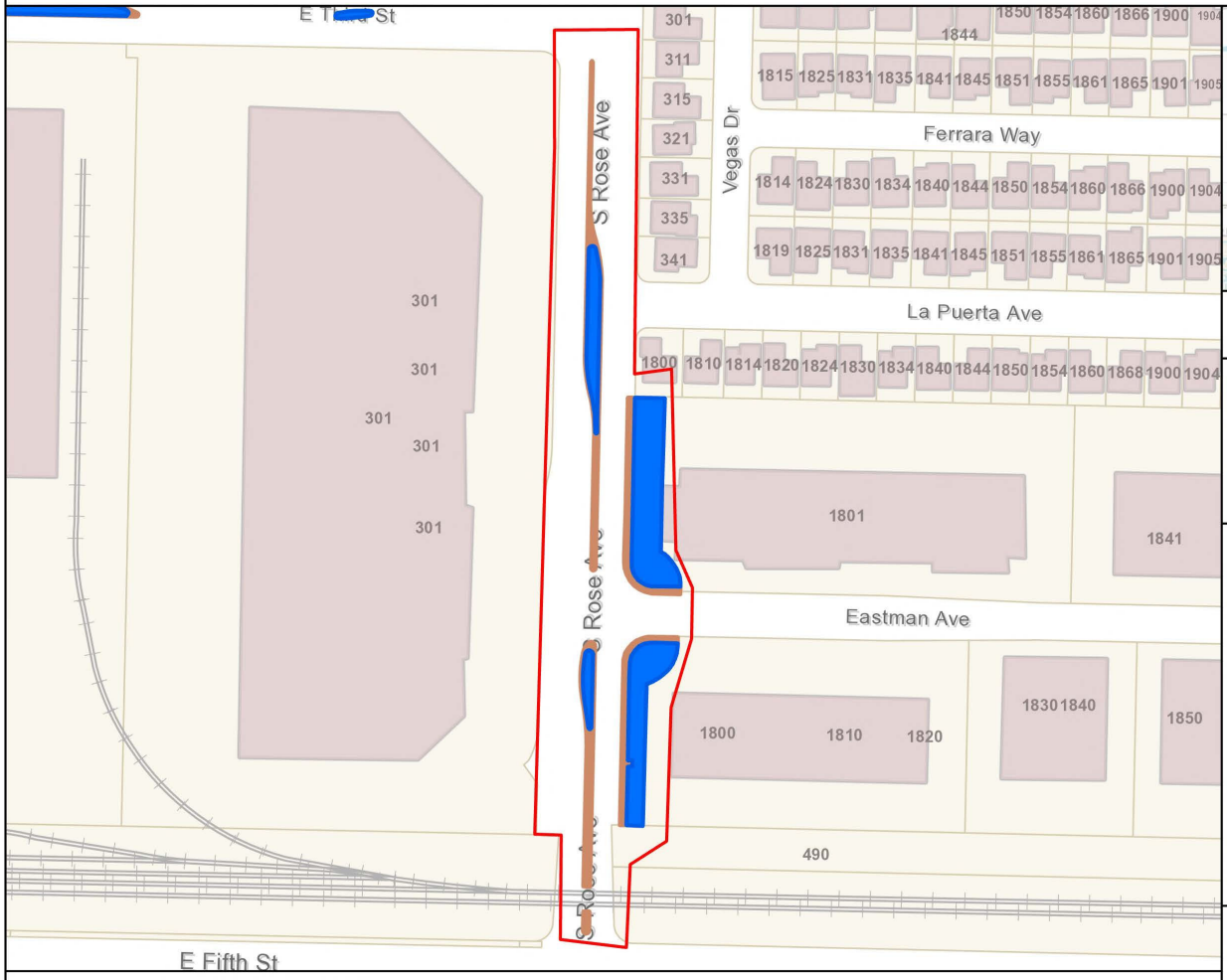
WORK TO BID ON THIS PAGE

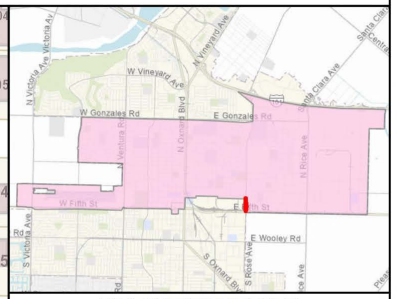
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,067 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 33 OF 55, ROSE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

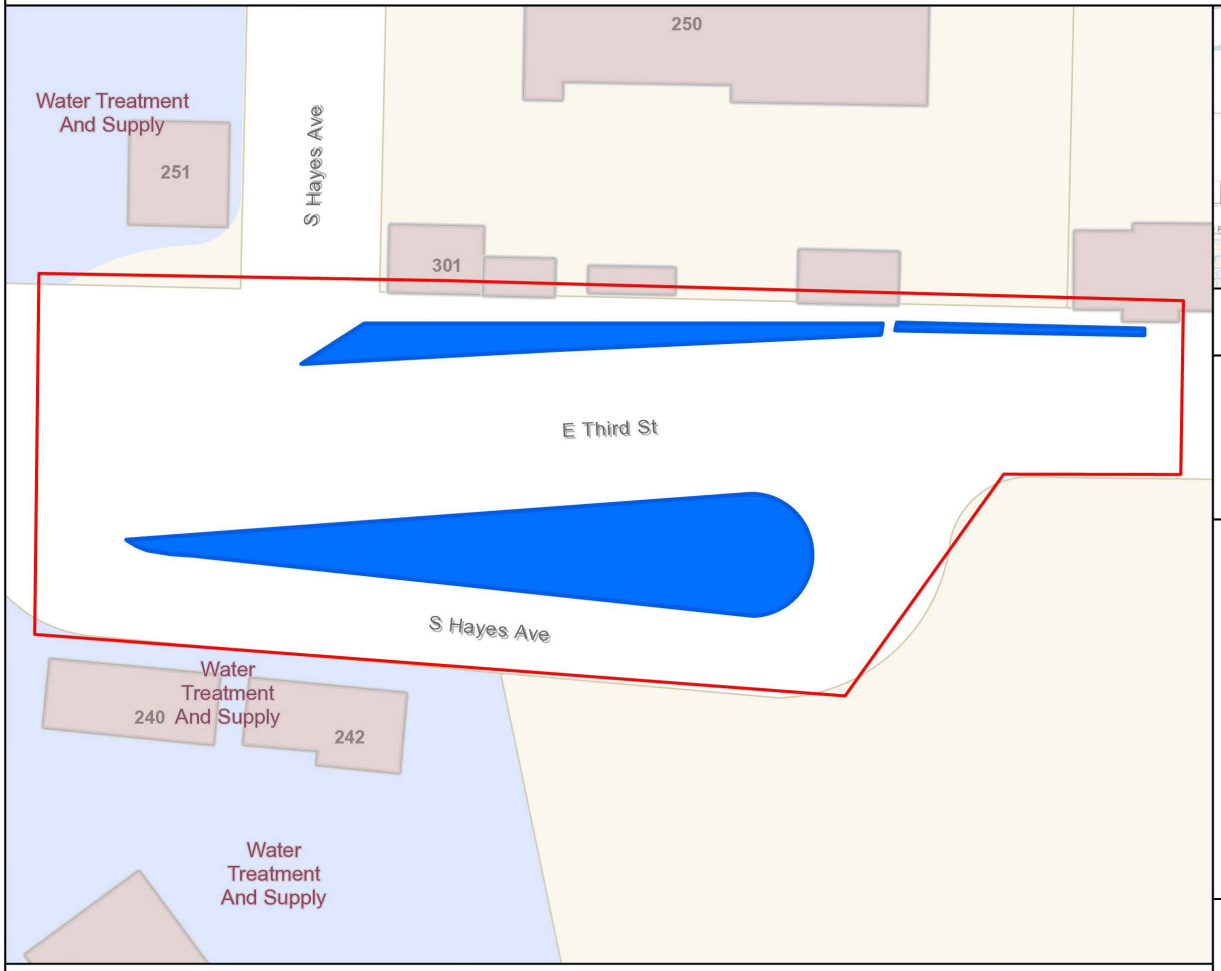
WORK TO BID ON THIS PAGE

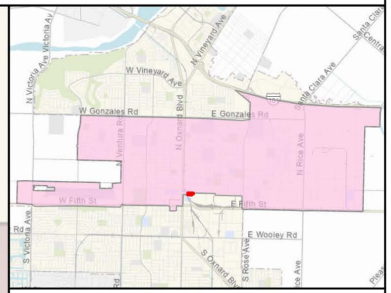
MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,107 SQ FT
~0.25 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 34 OF 55, THIRD





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

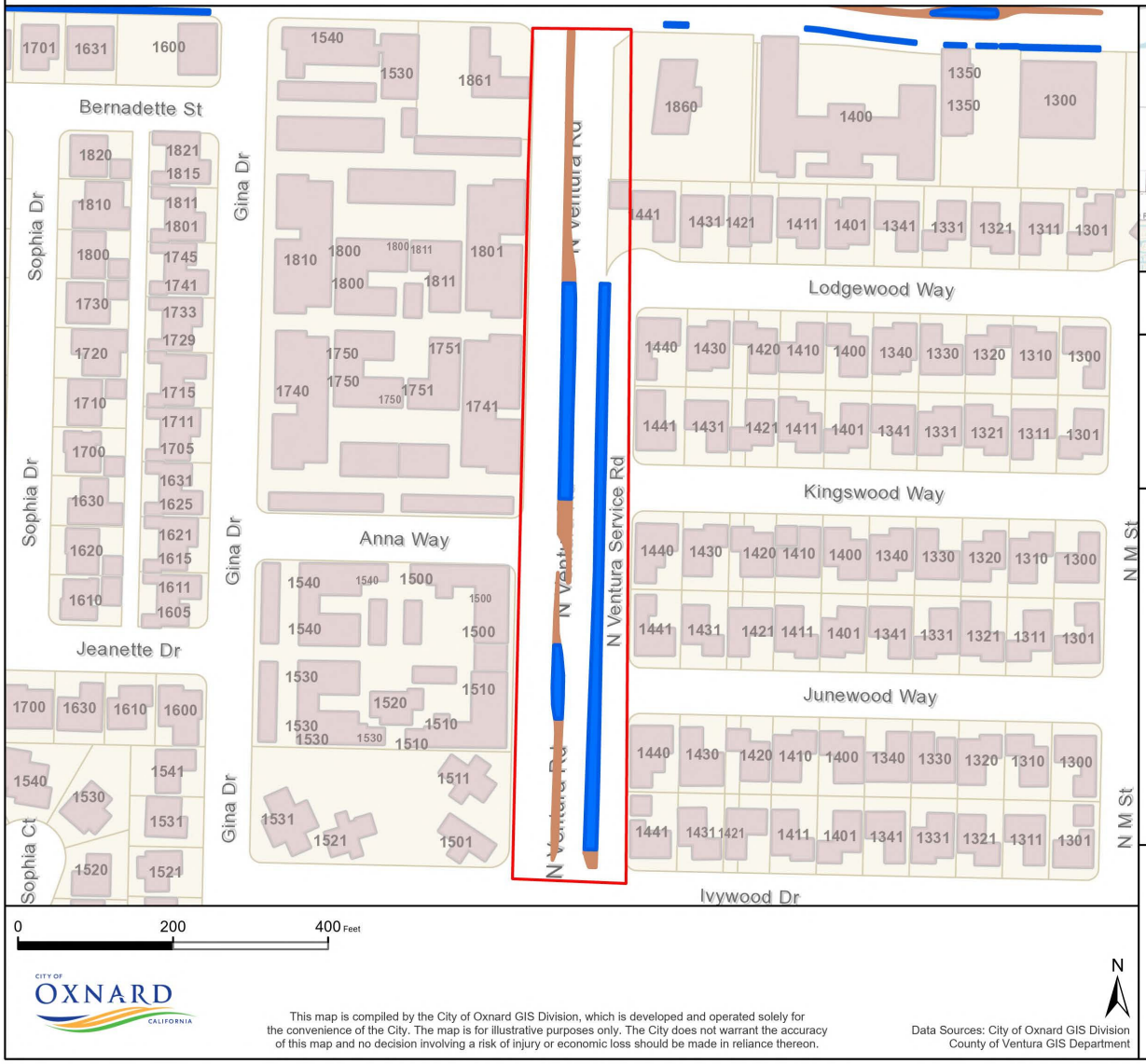
WORK TO BID ON THIS PAGE

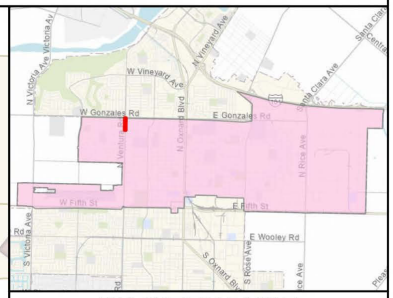
MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 35 OF 55, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

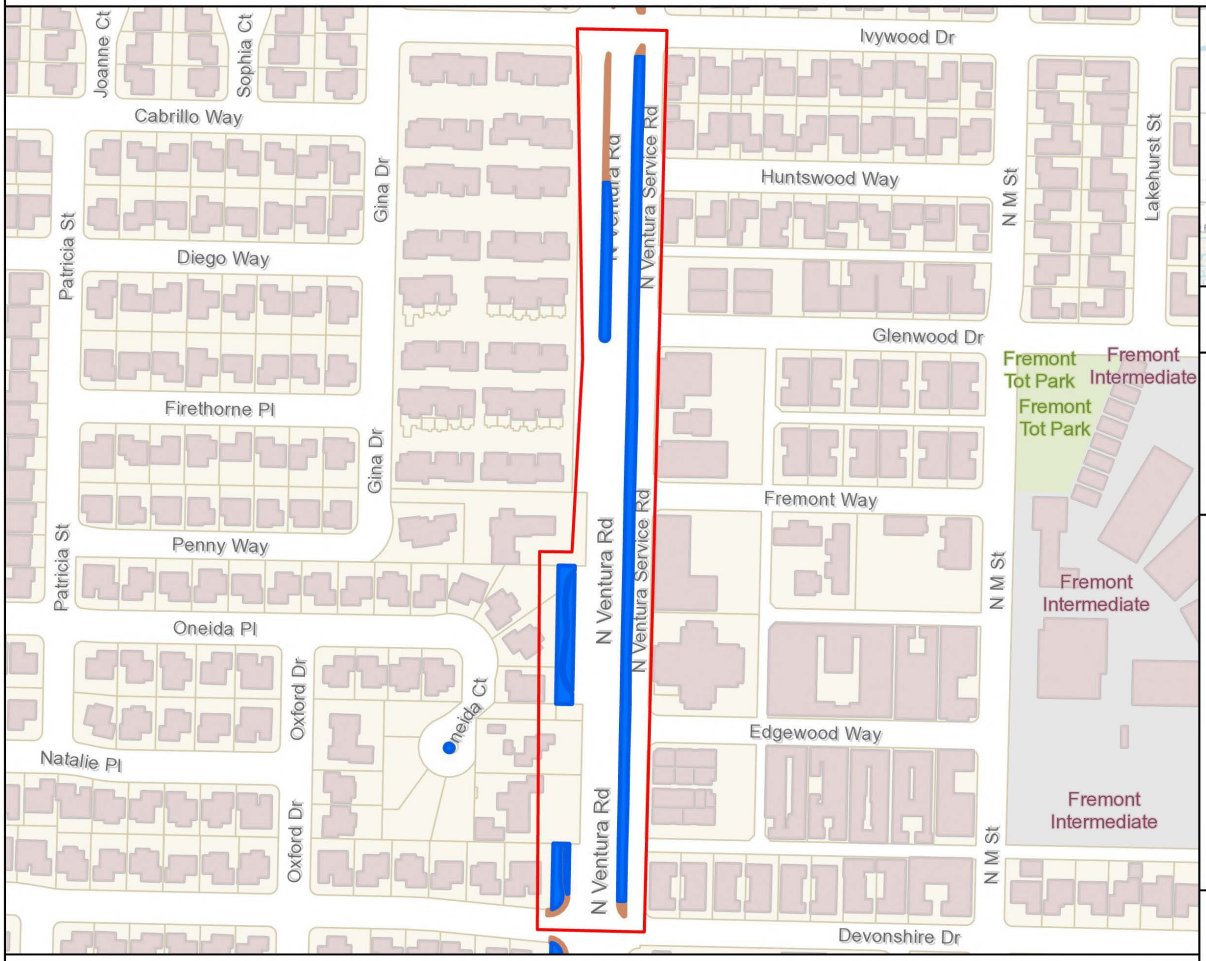
WORK TO BID ON THIS PAGE

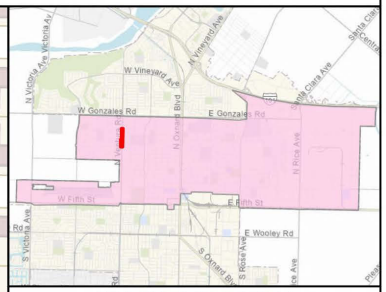
MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 36 OF 55, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

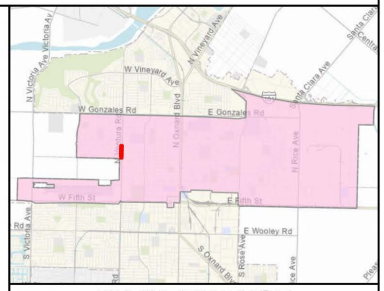
MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 37 OF 55, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

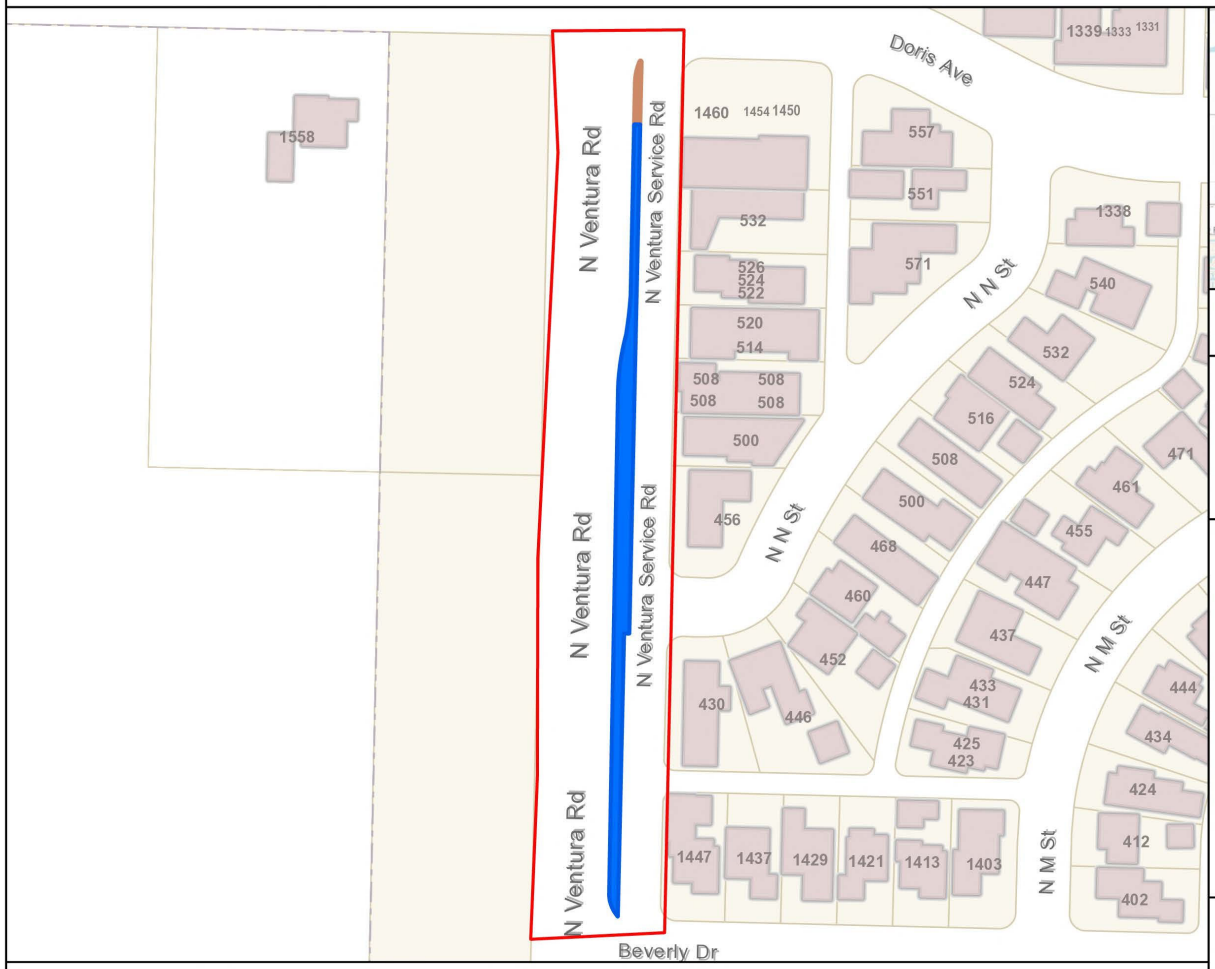
Work extent on this map
Contracted Landscape
Contracted Hardscape

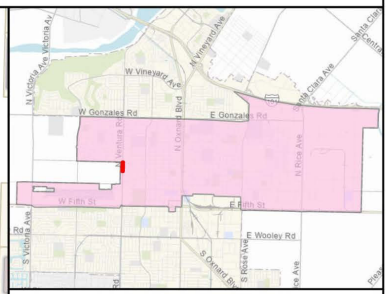
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 38 OF 55, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

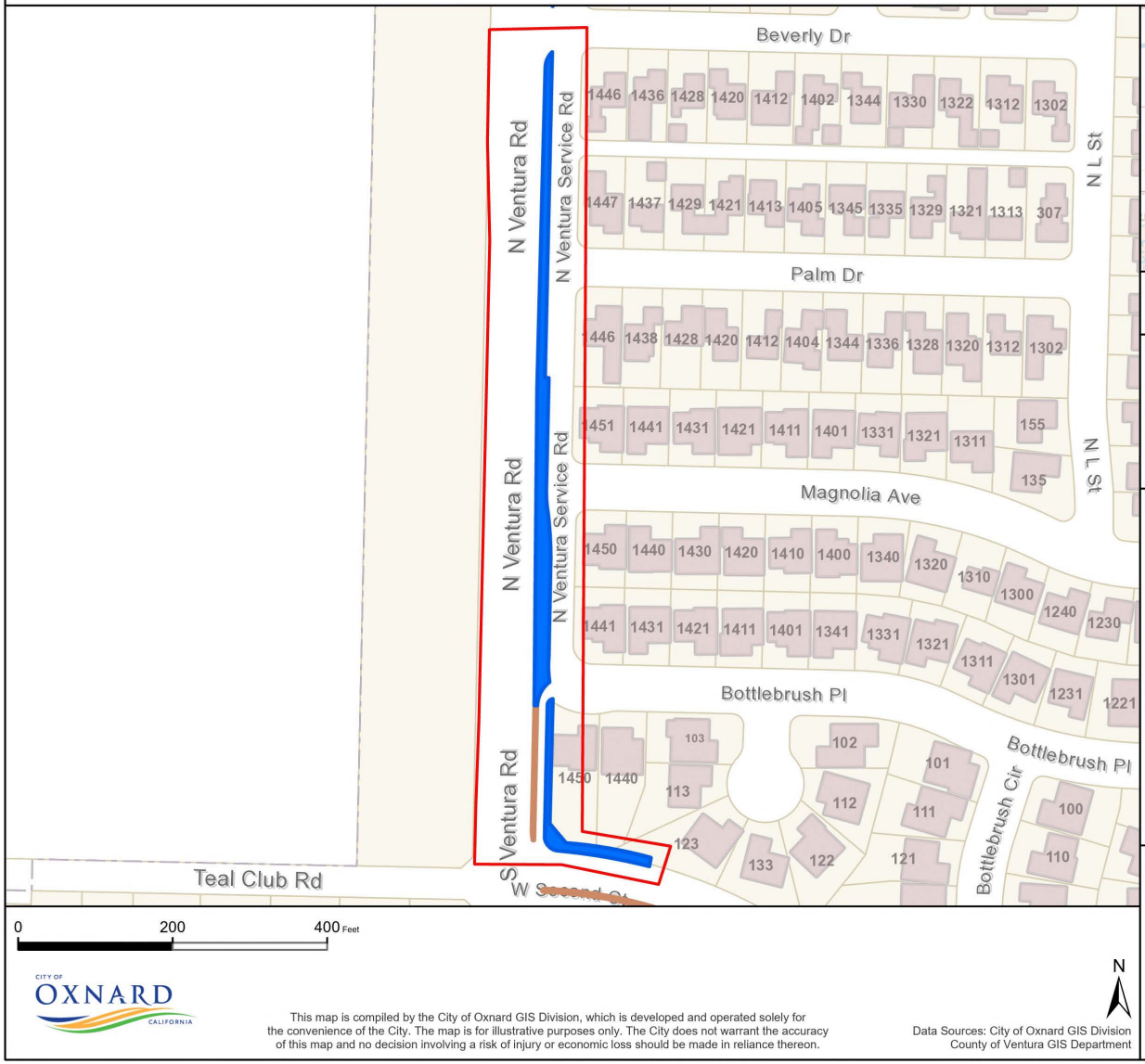
Work extent on this map
Contracted Landscape
Contracted Hardscape

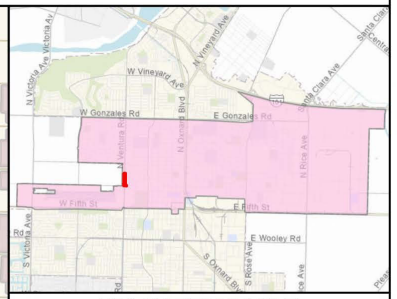
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 39 OF 55, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

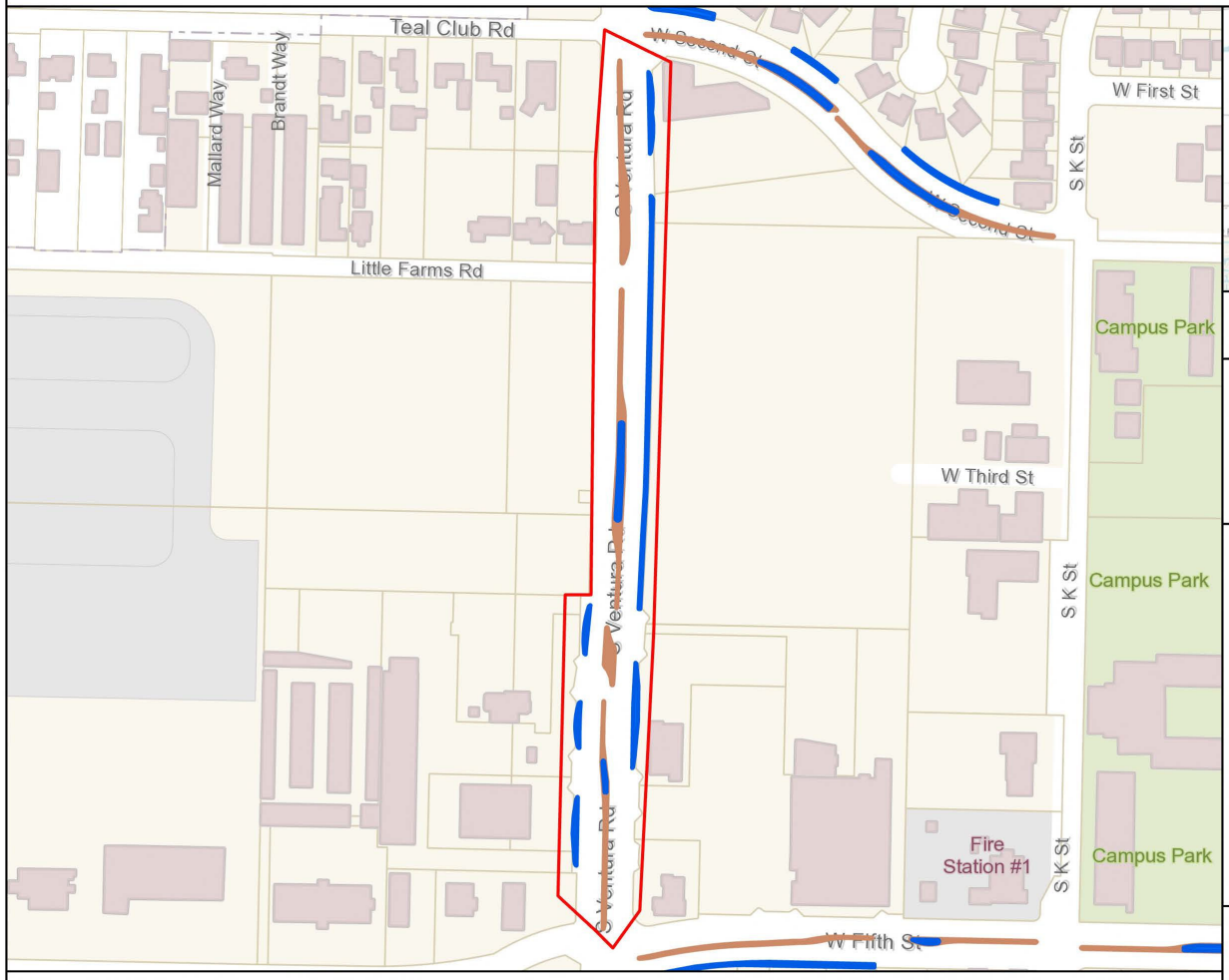
WORK TO BID ON THIS PAGE

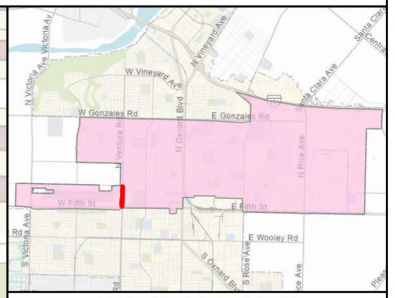
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,514 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 40 OF 55, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

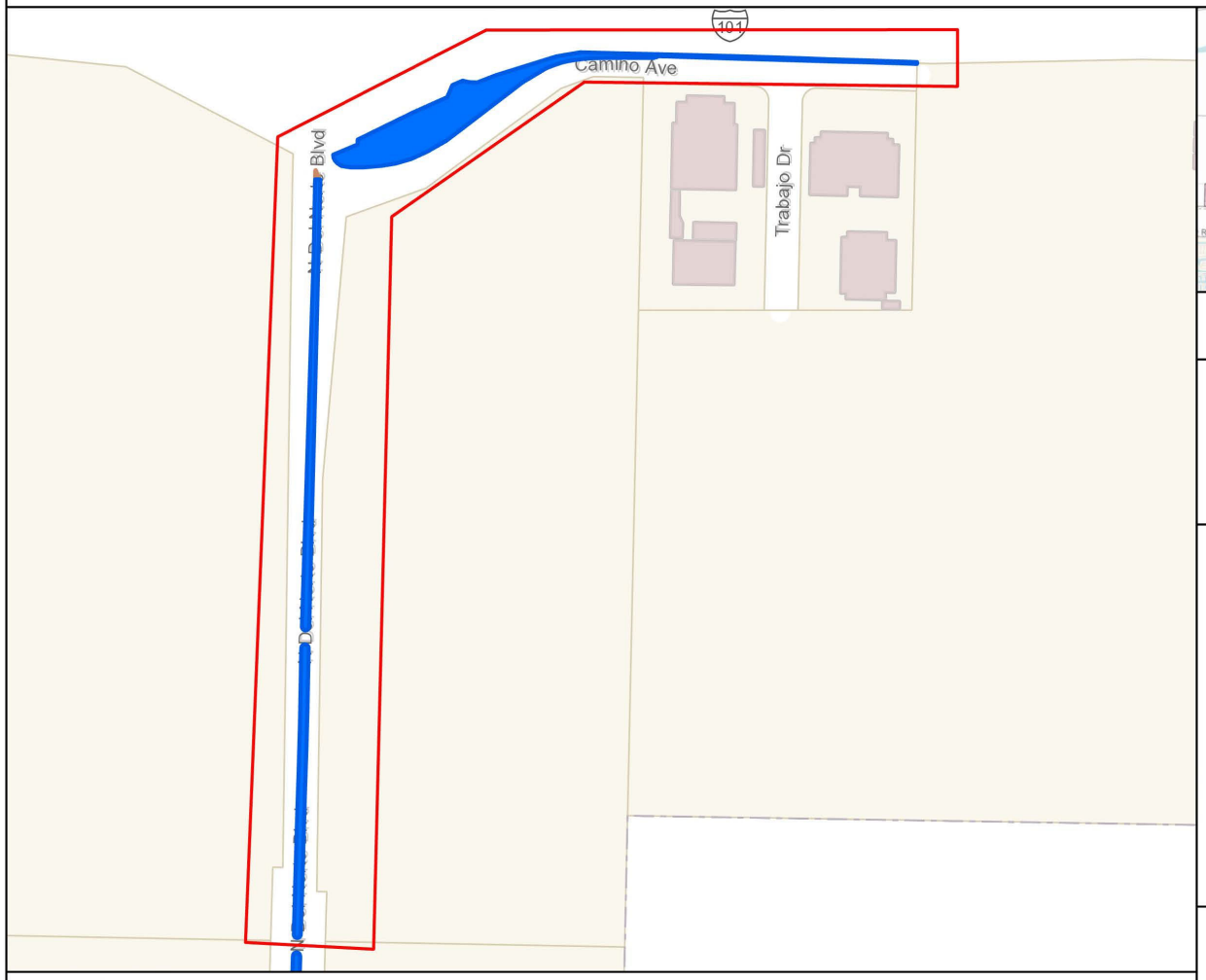
Work extent on this map
Contracted Landscape
Contracted Hardscape

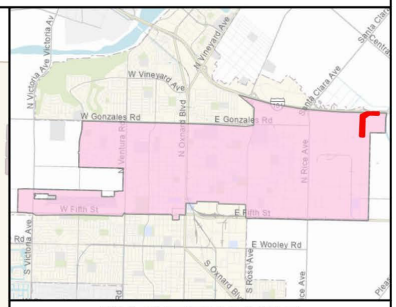
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 41 OF 55, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

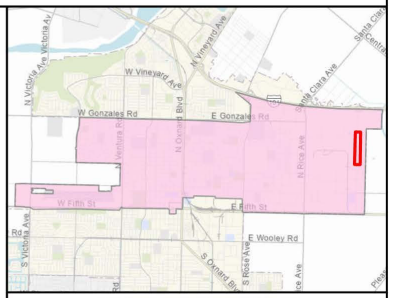
MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,218 SQ FT
~1.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 42 OF 55, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

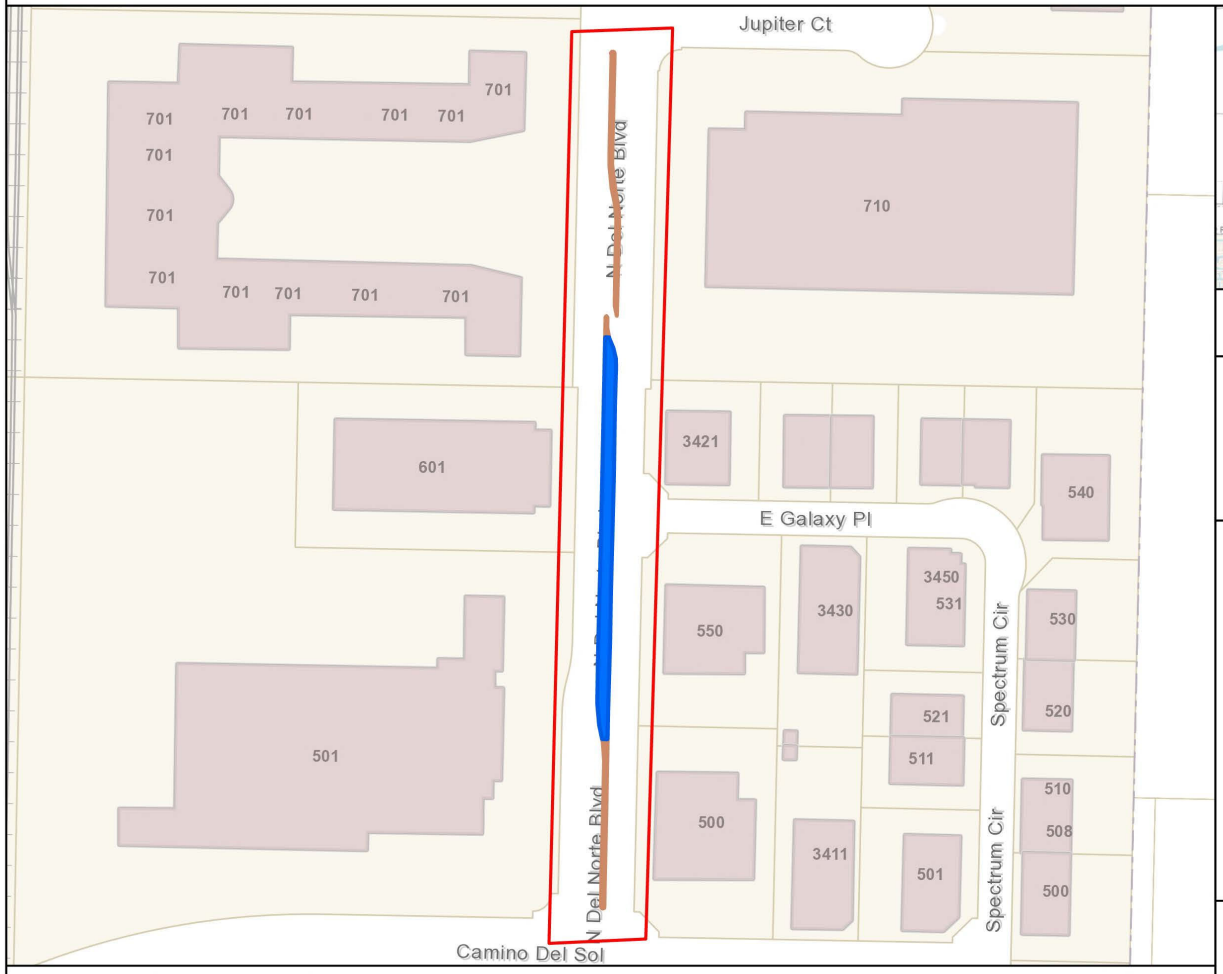
Work extent on this map
Contracted Landscape
Contracted Hardscape

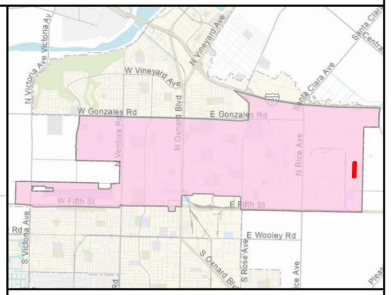
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 43 OF 55, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

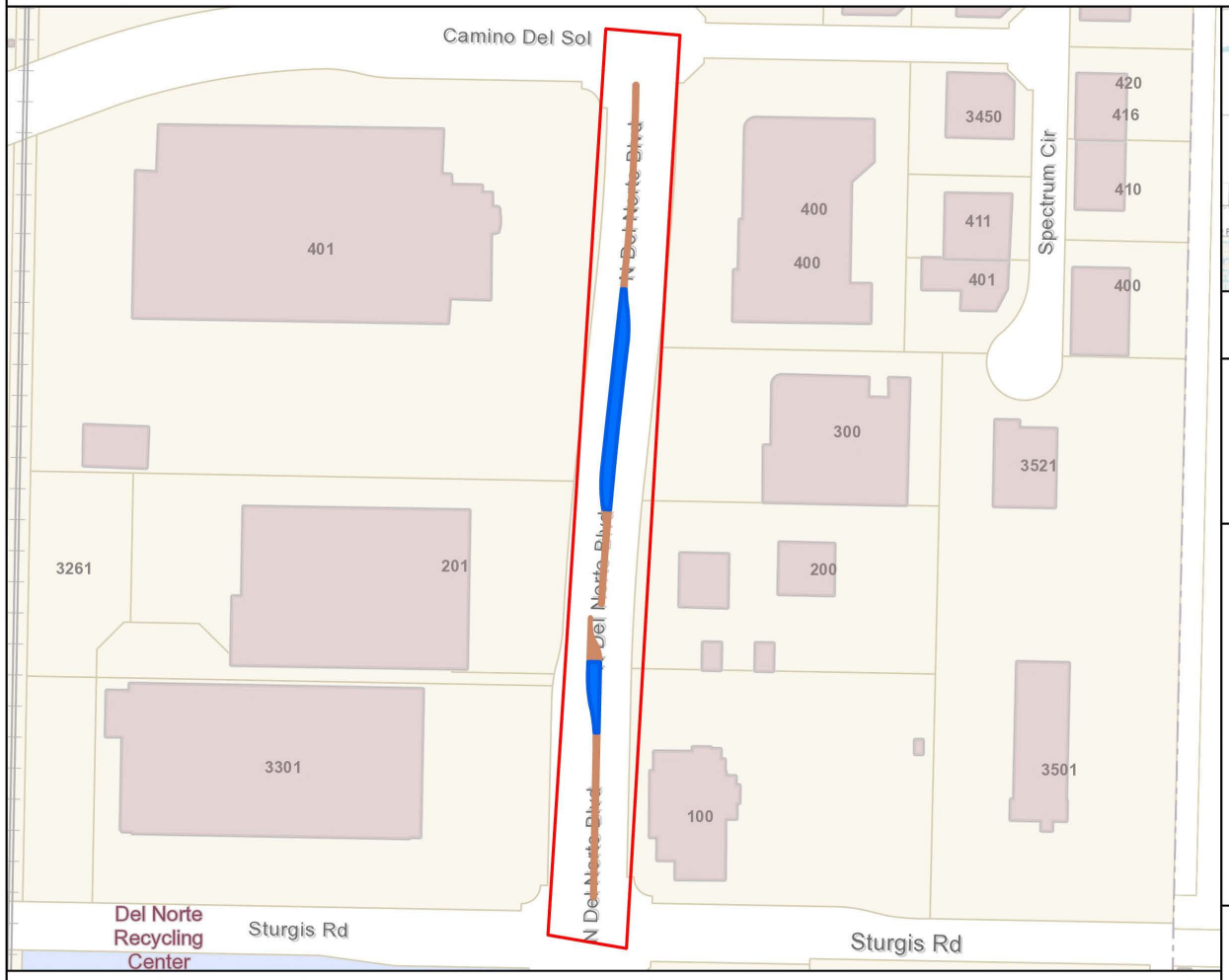
Work extent on this map
Contracted Landscape
Contracted Hardscape

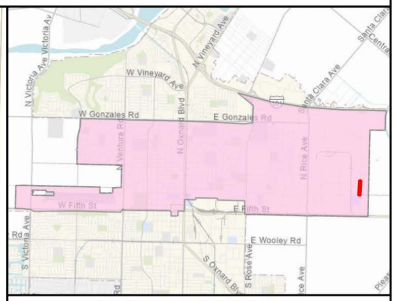
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 44 OF 55, DEL NORTE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

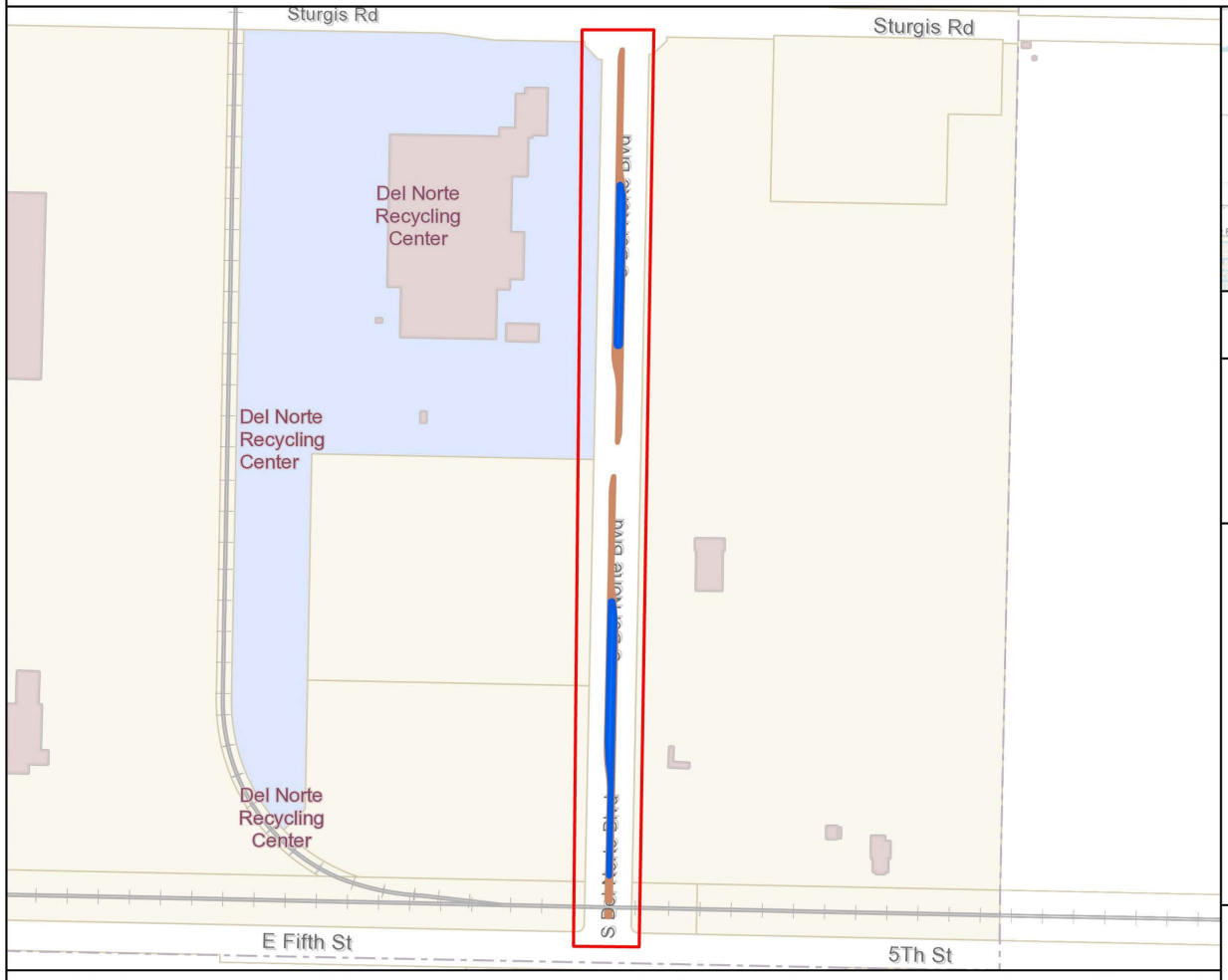
WORK TO BID ON THIS PAGE

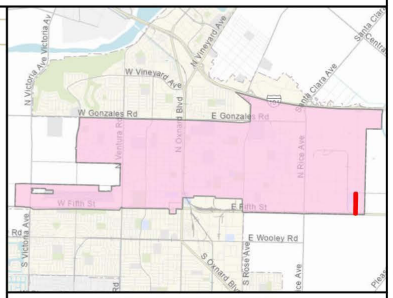
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 45 OF 55, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

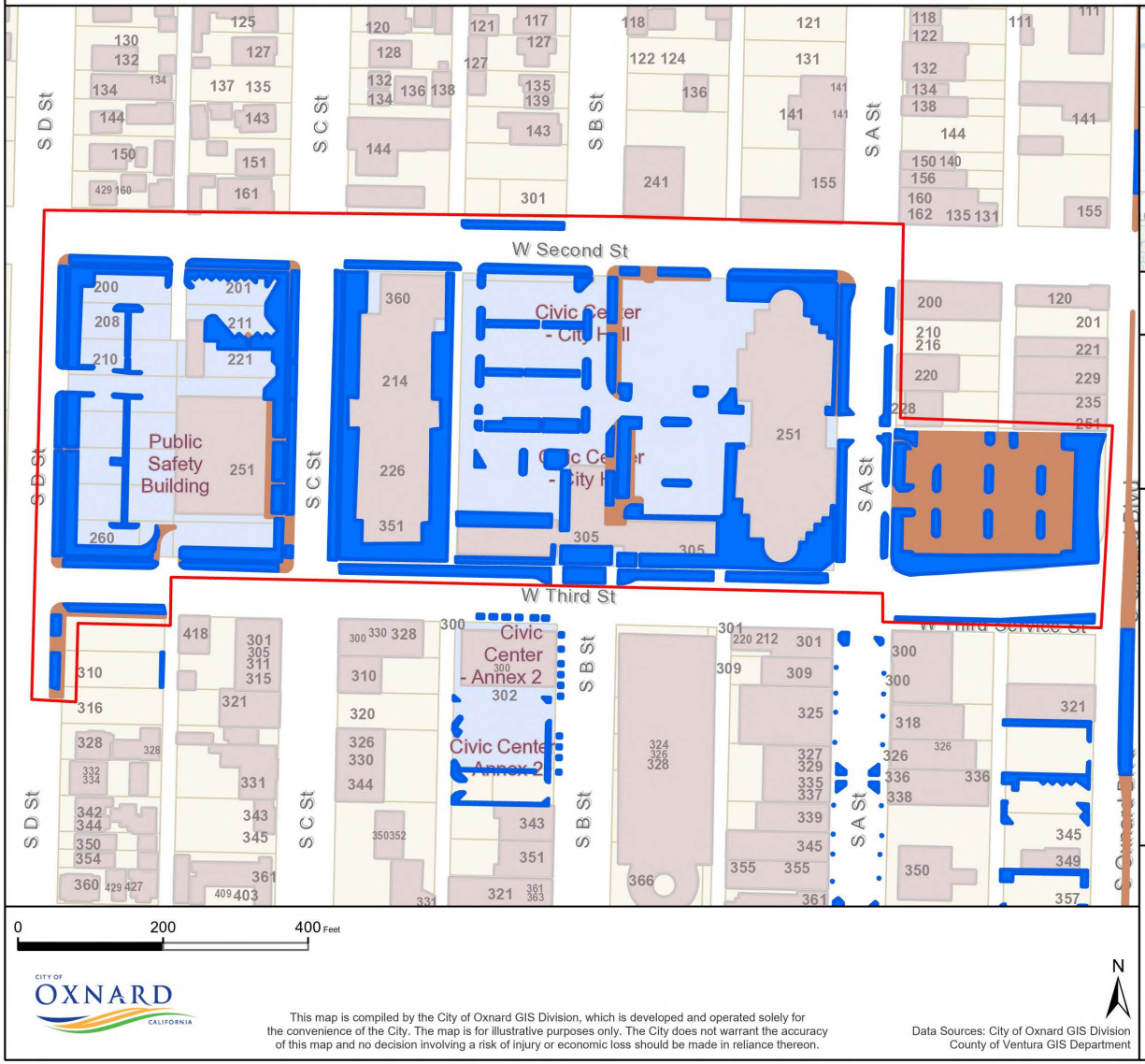
WORK TO BID ON THIS PAGE

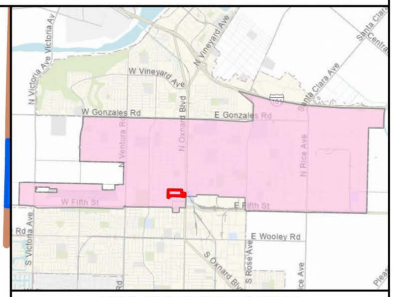
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 46 OF 55, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

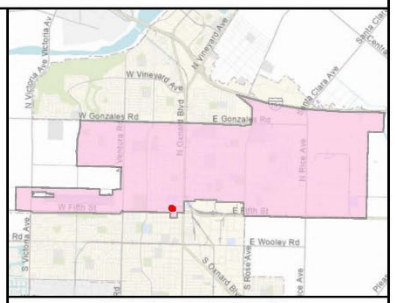
MEDIAN & PARKWAY LANDSCAPE AREAS:
~132,235 SQ FT
~3.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 47 OF 55, CARNEGIE





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 2,265 SQ FT
~ 0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

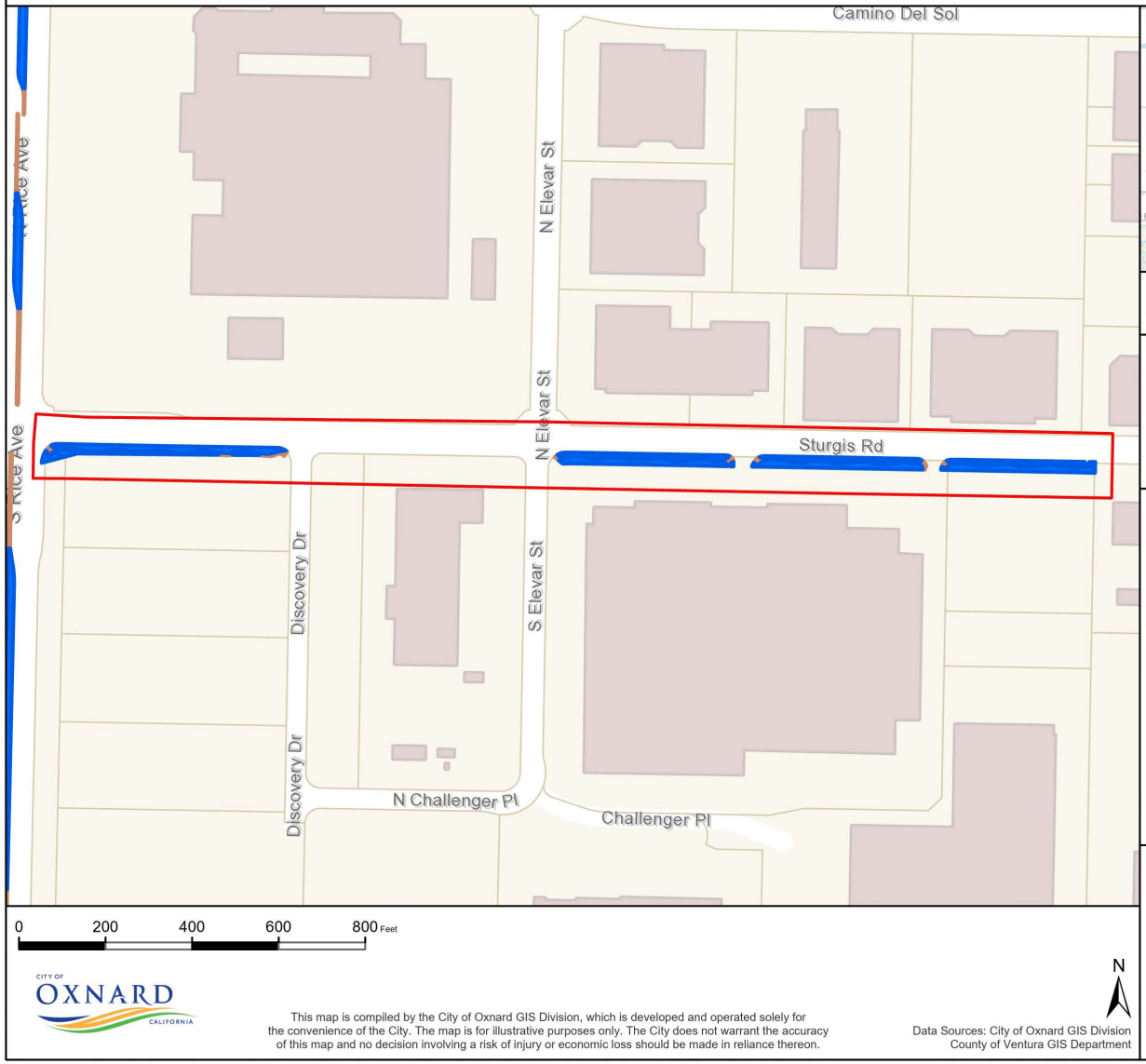
CITY OF OXNARD CALIFORNIA

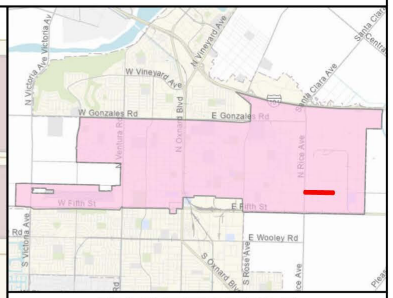
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 48 OF 55, STURGIS 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

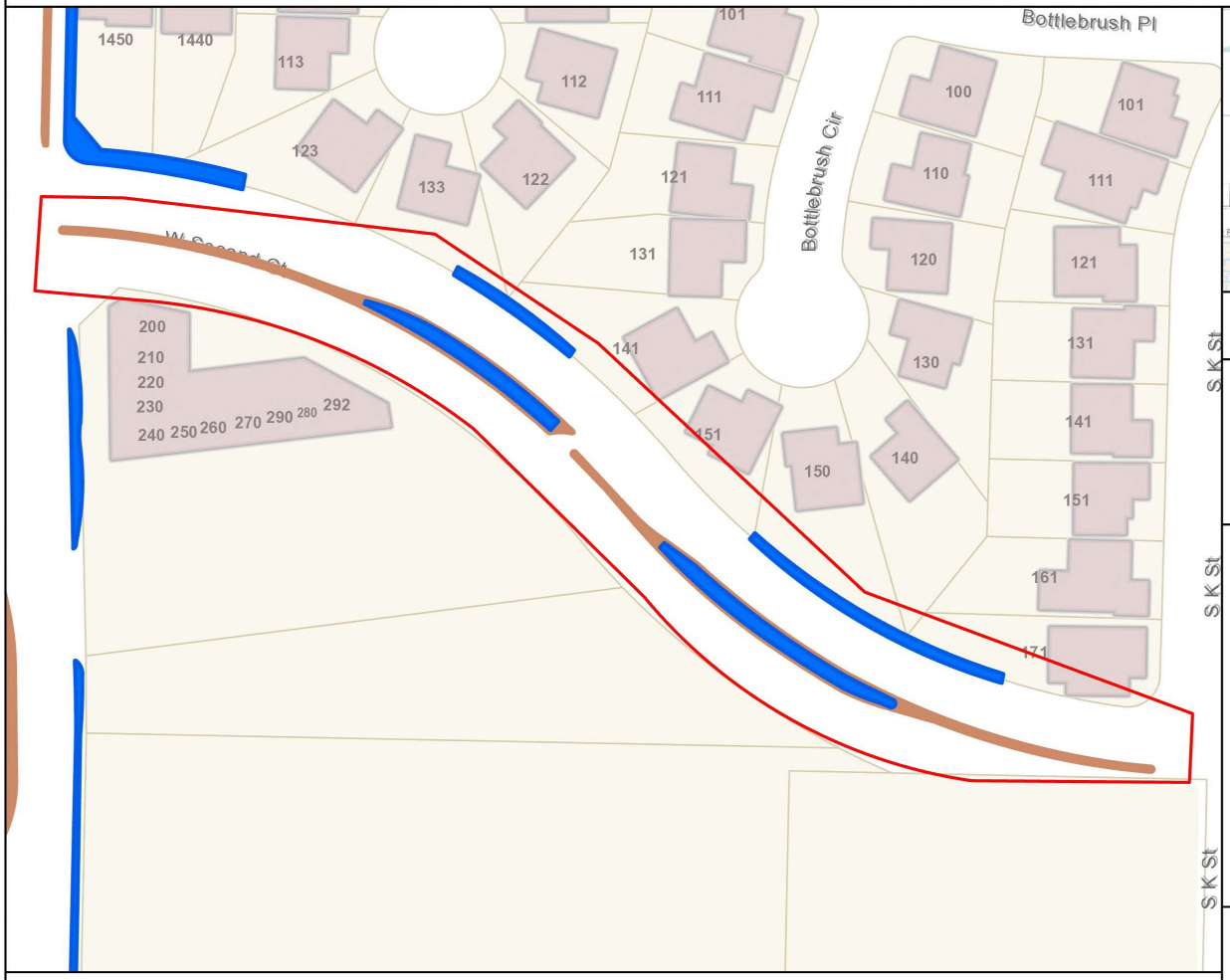
WORK TO BID ON THIS PAGE

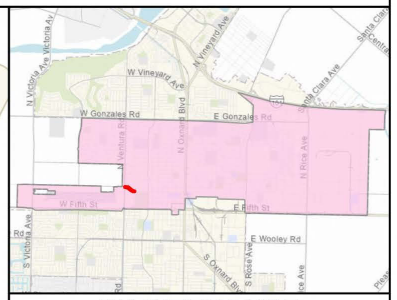
MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,892 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,267 SQ FT
~0.21 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 49 OF 55, W SECOND ST





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

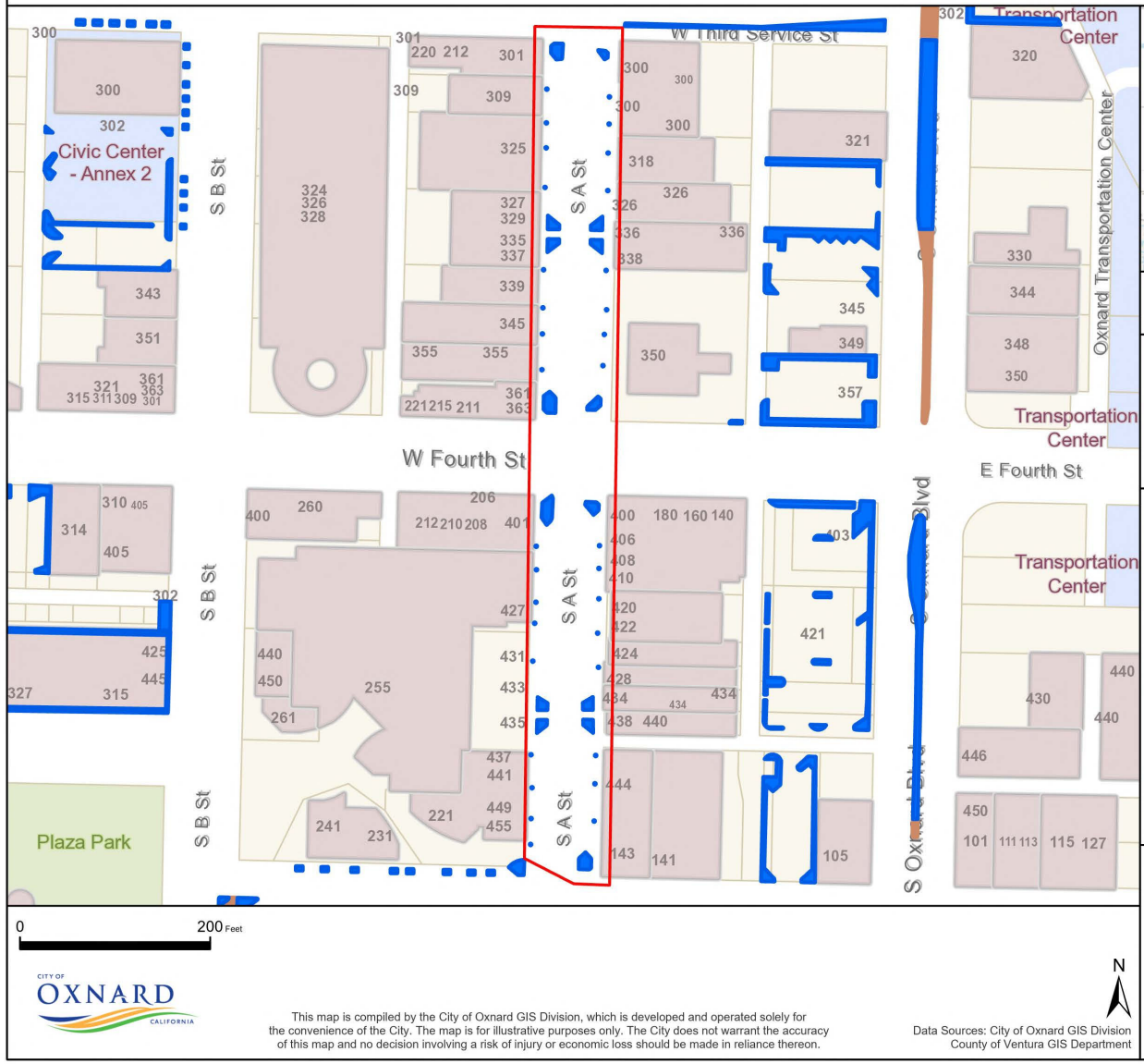
WORK TO BID ON THIS PAGE

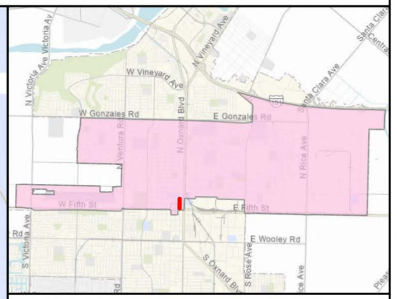
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,706 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 50 OF 55, A ST NORTH 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

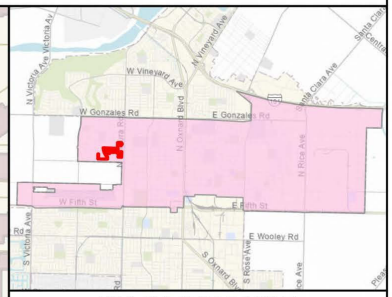
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 51 OF 55, CABRILLO 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

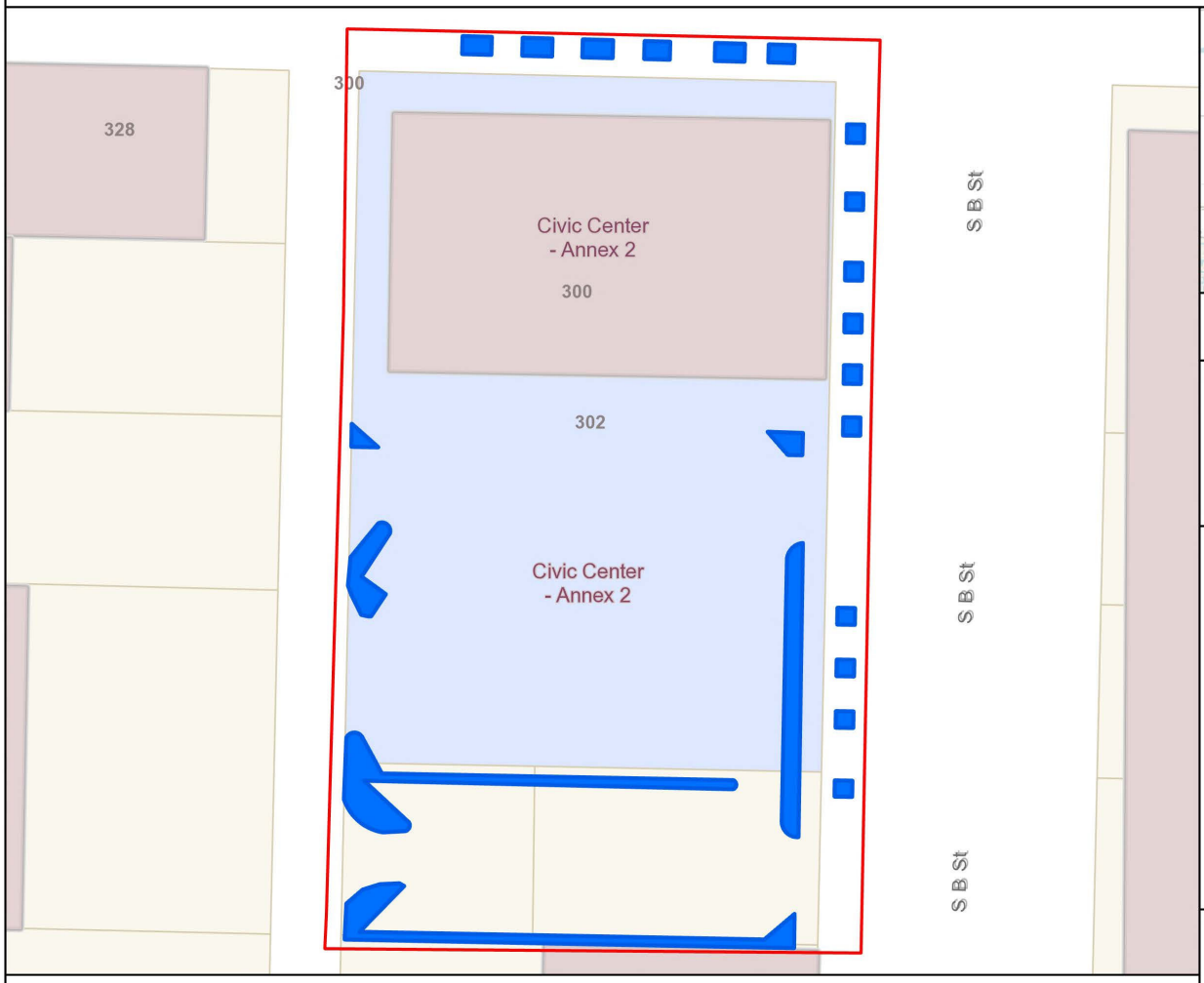
WORK TO BID ON THIS PAGE

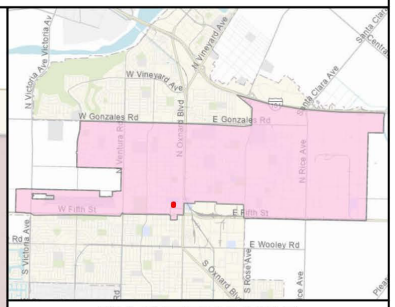
MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 52 OF 55, CIVIC CENTER ADMINISTRATIVE BUILDING





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,158 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

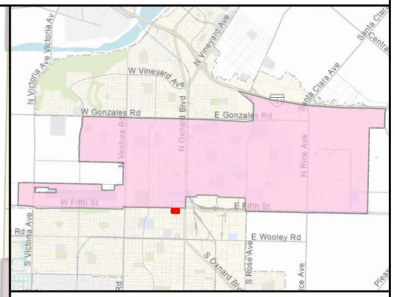
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 53 OF 55, DOWNTOWN





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

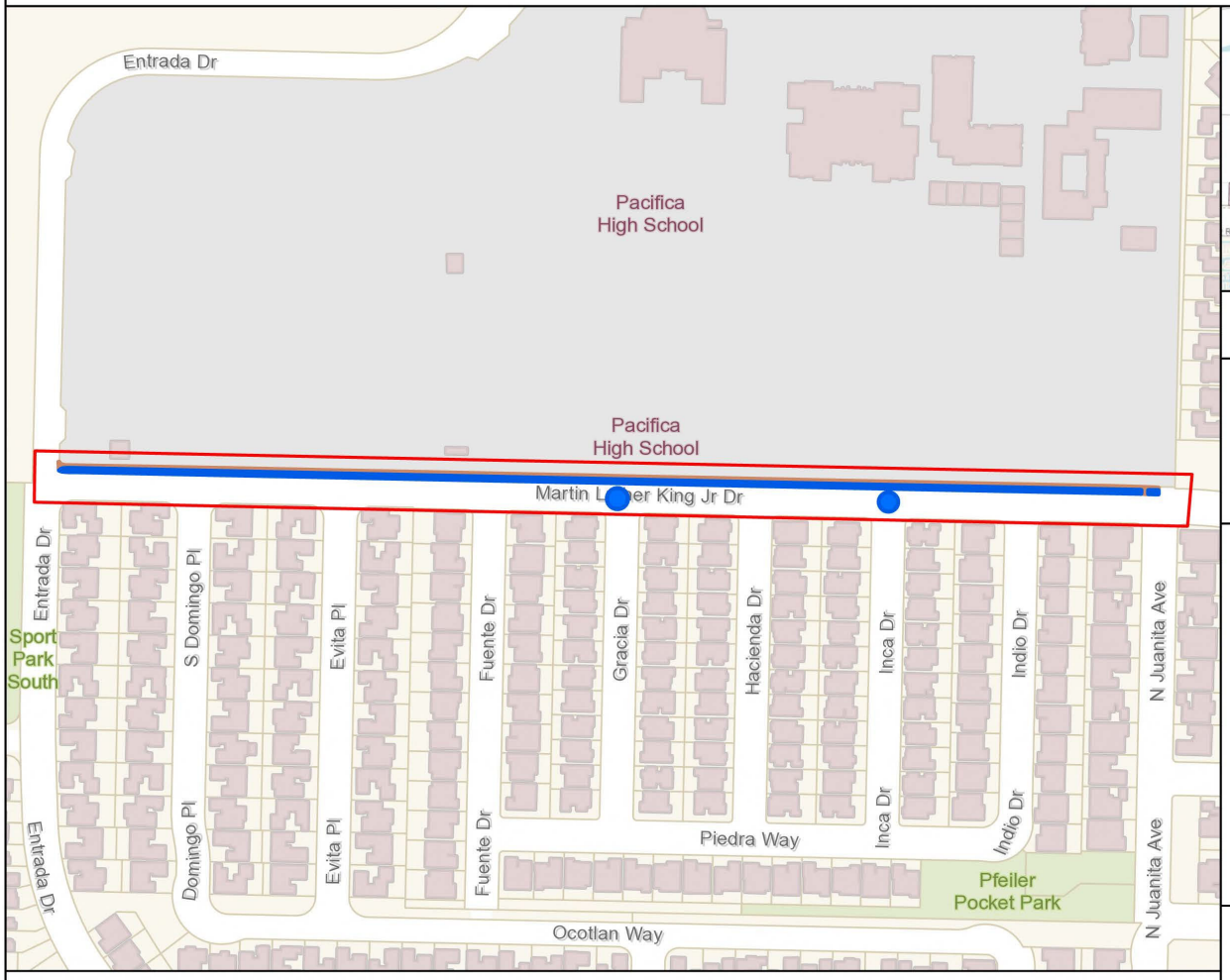
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

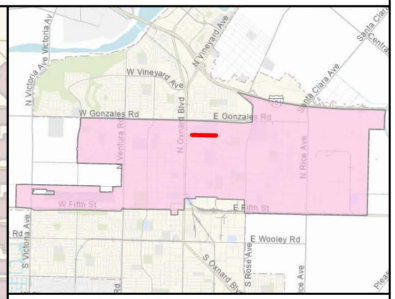
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 54 OF 55, MLK 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

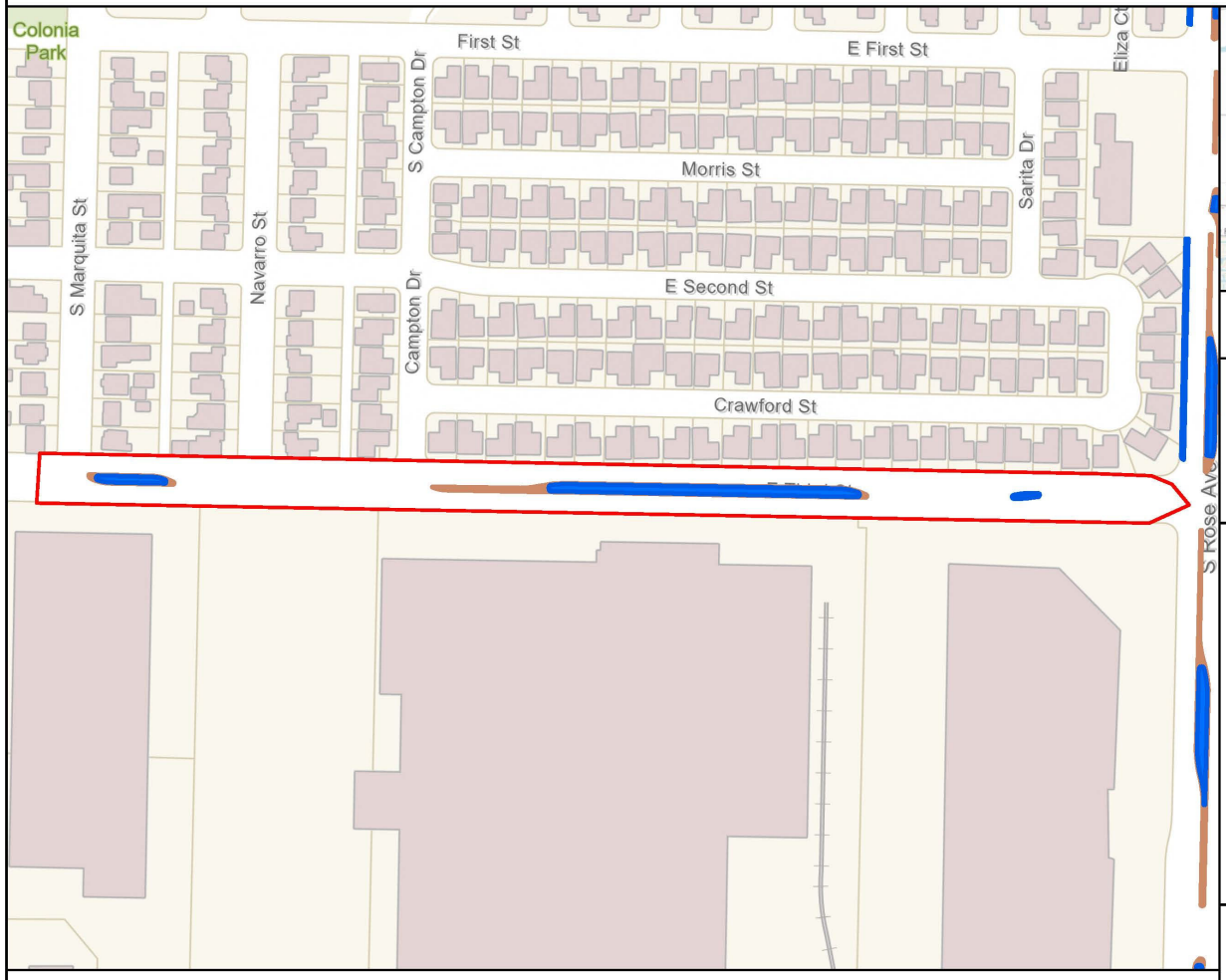
WORK TO BID ON THIS PAGE

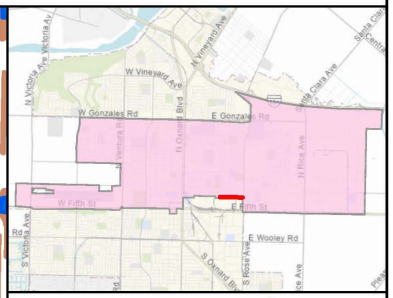
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,849 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,111 SQ FT
~0.28 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 55 OF 55, THIRD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 9,107 SQ FT
~ 0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,593 SQ FT
~ 0.08 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for Streets and Medians landscape maintenance (Region 3).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $3,527,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. **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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 3 (Weekly)	$ 36,880.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Overseeding	$ 250.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Weed Control	$ 100.00 /1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

Exhibit INS-D

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

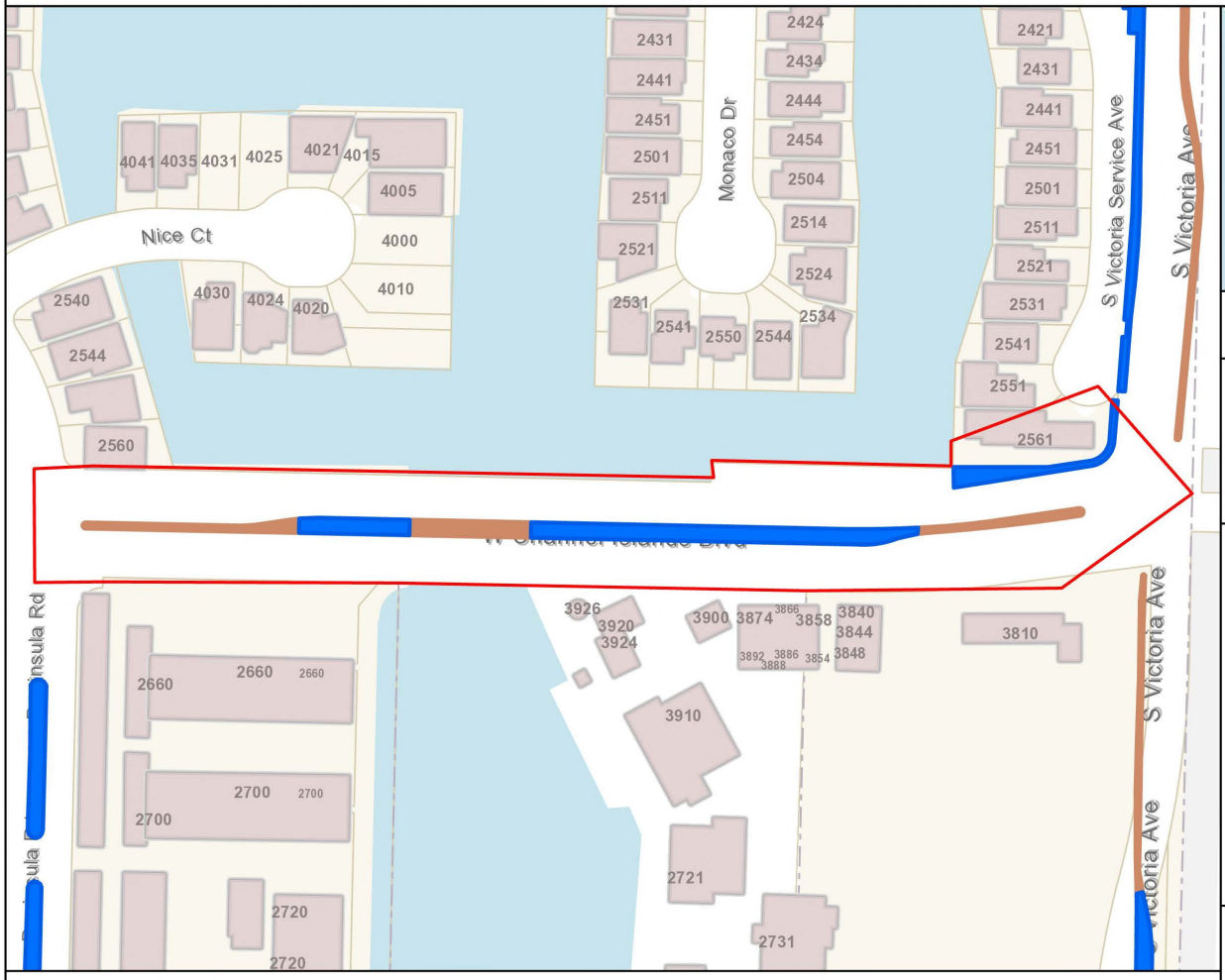
EXHIBIT H

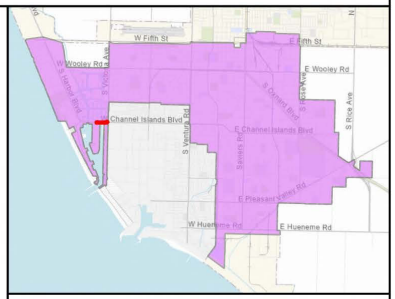
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

REGION 3 WORK DETAIL: PAGE 1 OF 50, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

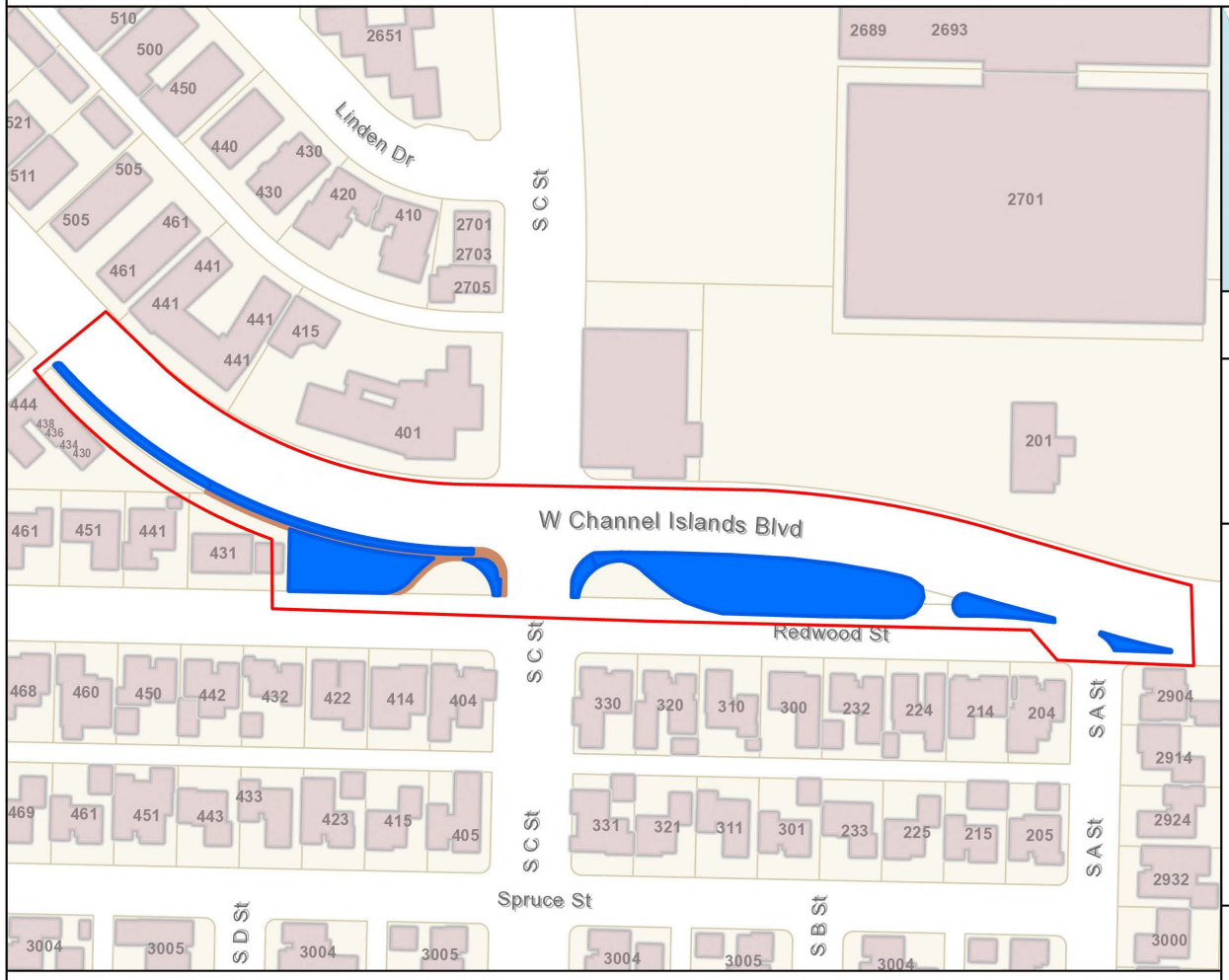
WORK TO BID ON THIS PAGE

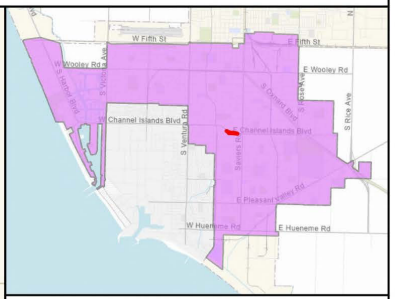
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,656 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 2 OF 50, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~25,229 SQ FT
~0.58 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221 SQ FT
~0.05 ACRES

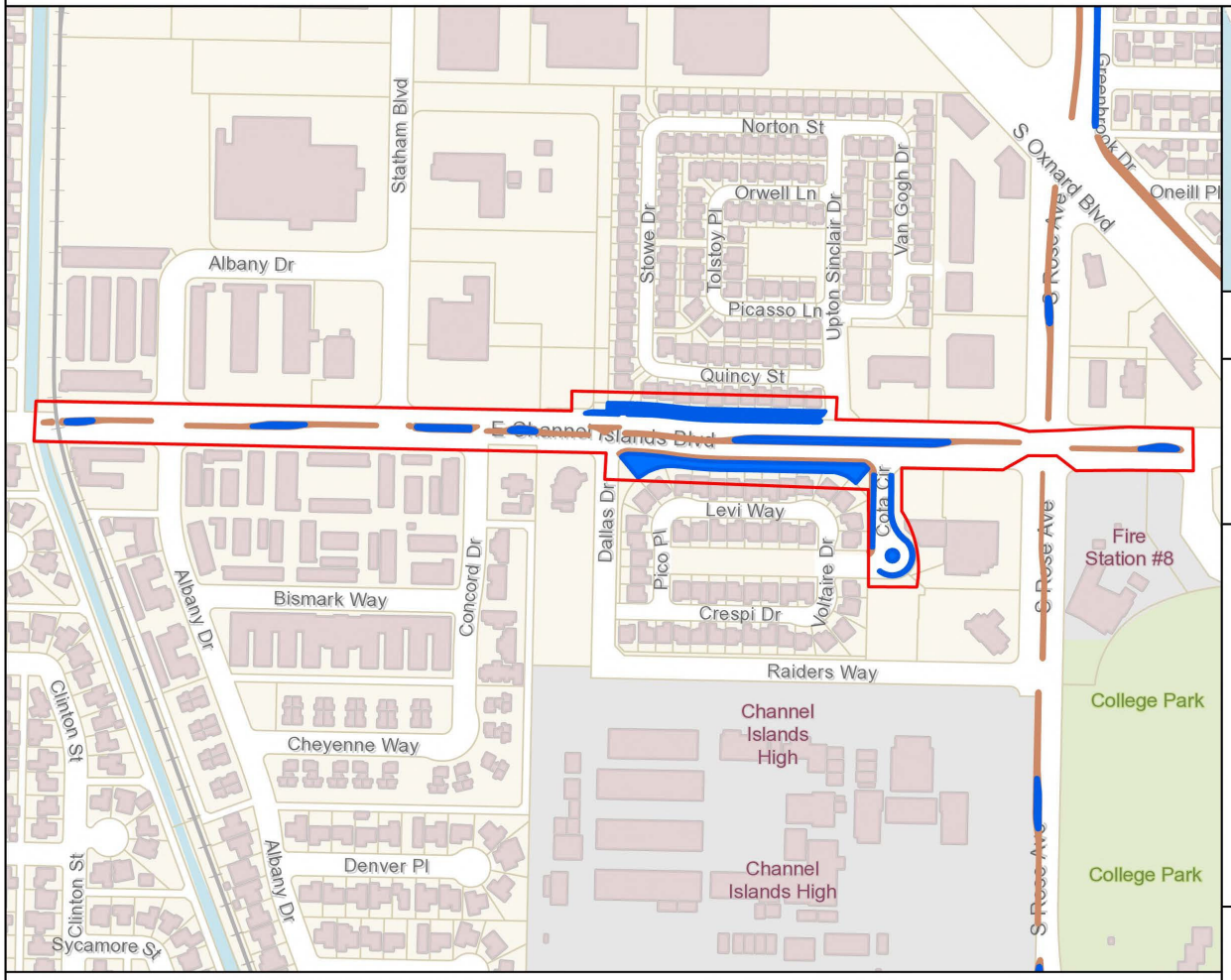
Work extent on this map
Contracted Landscape
Contracted Hardscape

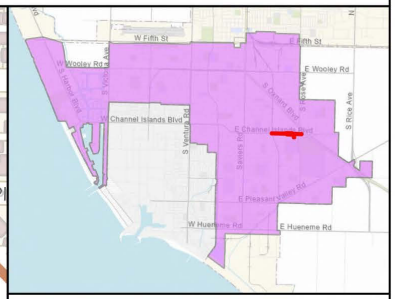
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 3 OF 50, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

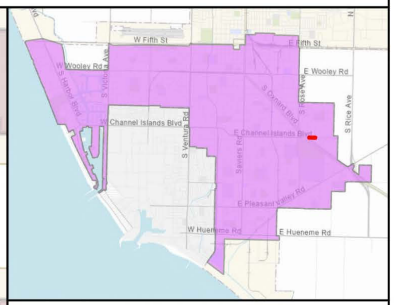
MEDIAN & PARKWAY LANDSCAPE AREAS:
~44,989 SQ FT
~1.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,061 SQ FT
~0.46 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 4 OF 50, CHANNEL ISLANDS 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

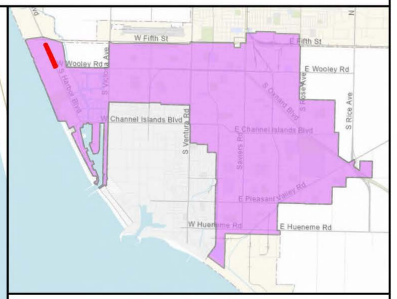
MEDIAN & PARKWAY LANDSCAPE AREAS:
~179 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,295 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 5 OF 50, HARBOR 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~63,404 SQ FT
~1.46 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,705 SQ FT
~0.09 ACRES

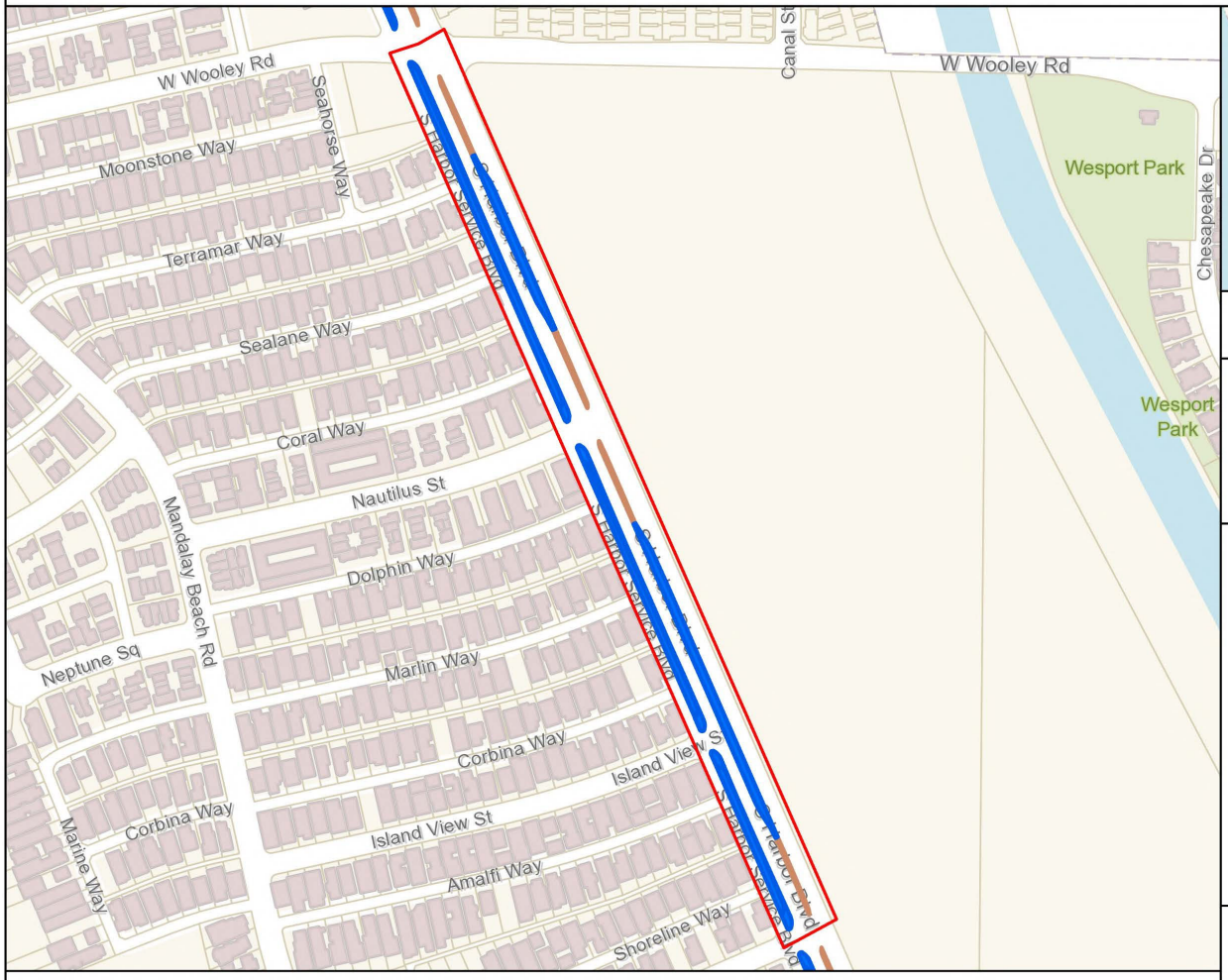
Work extent on this map
Contracted Landscape
Contracted Hardscape

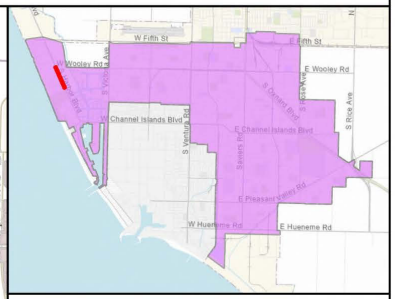
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 6 OF 50, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

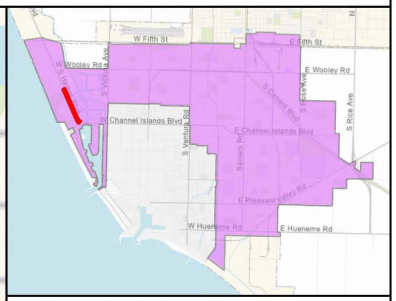
MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 7 OF 50, HARBOR 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

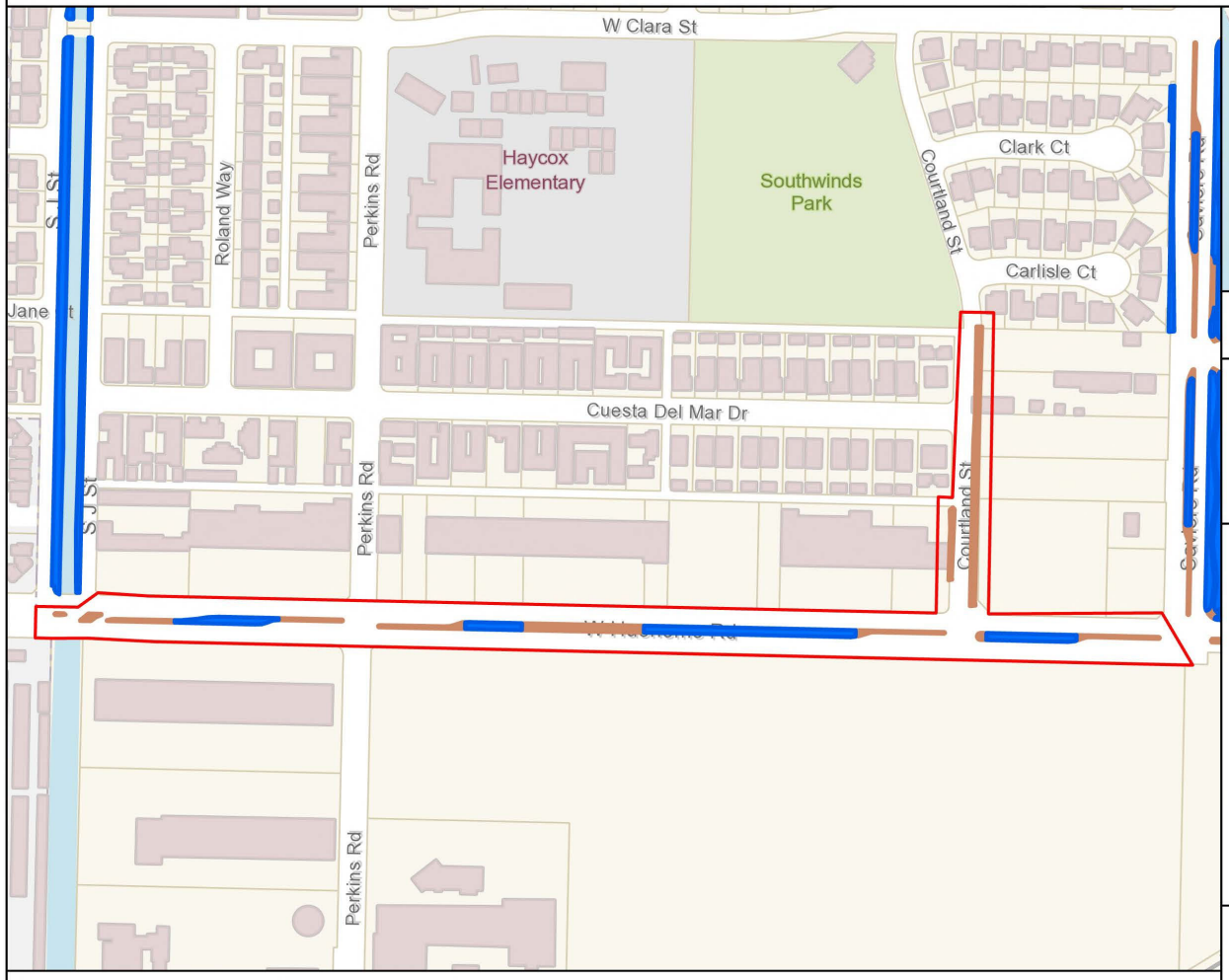
WORK TO BID ON THIS PAGE

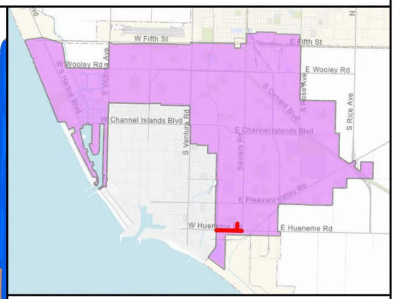
MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 8 OF 50, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

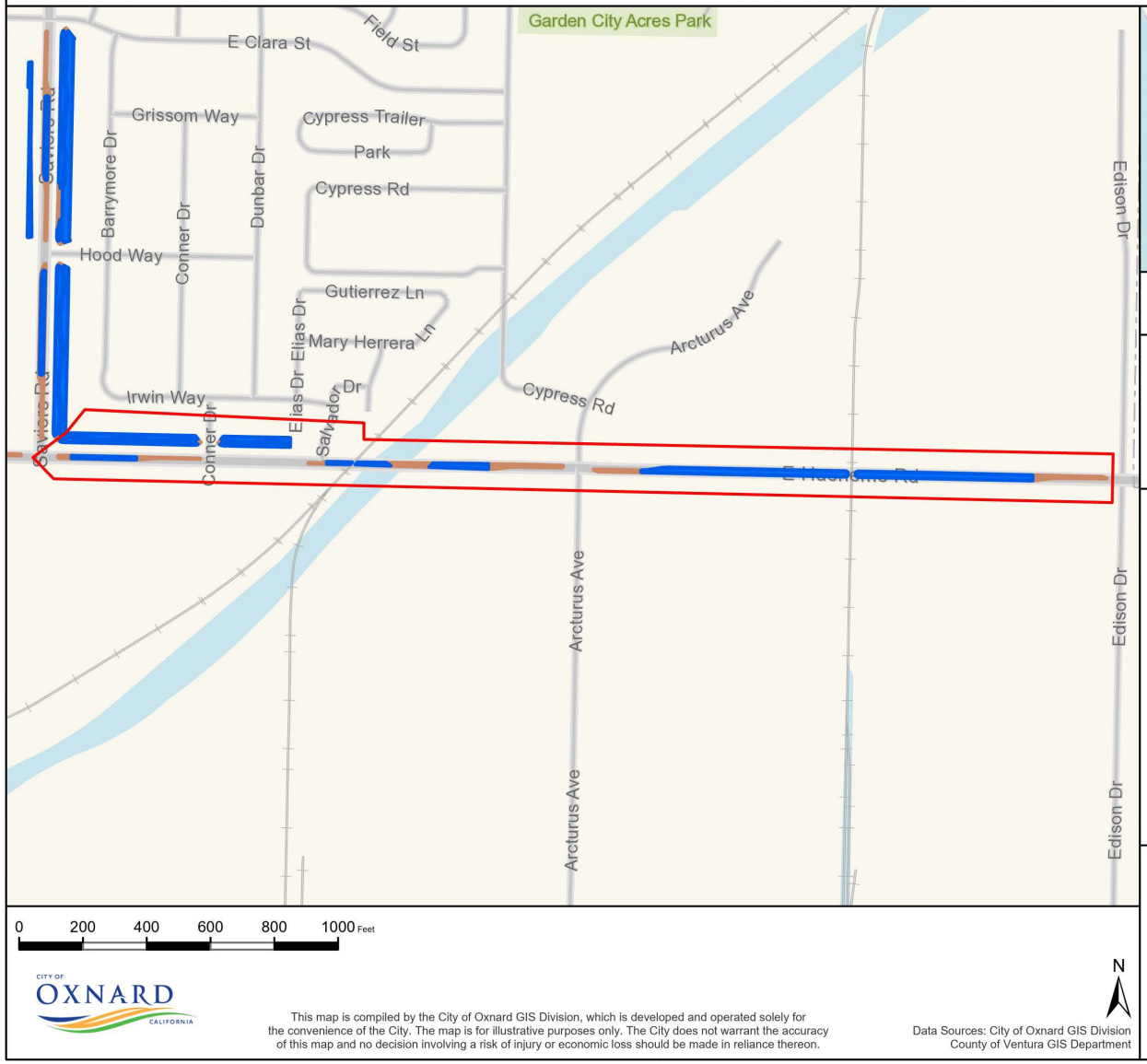
Work extent on this map
Contracted Landscape
Contracted Hardscape

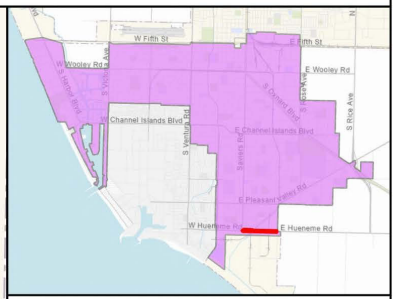
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 9 OF 50, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

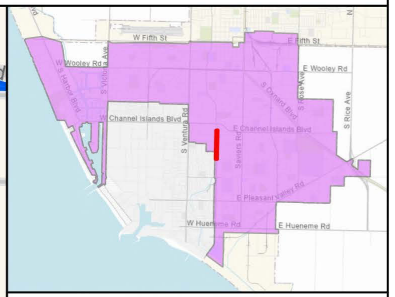
MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 10 OF 50, J ST 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

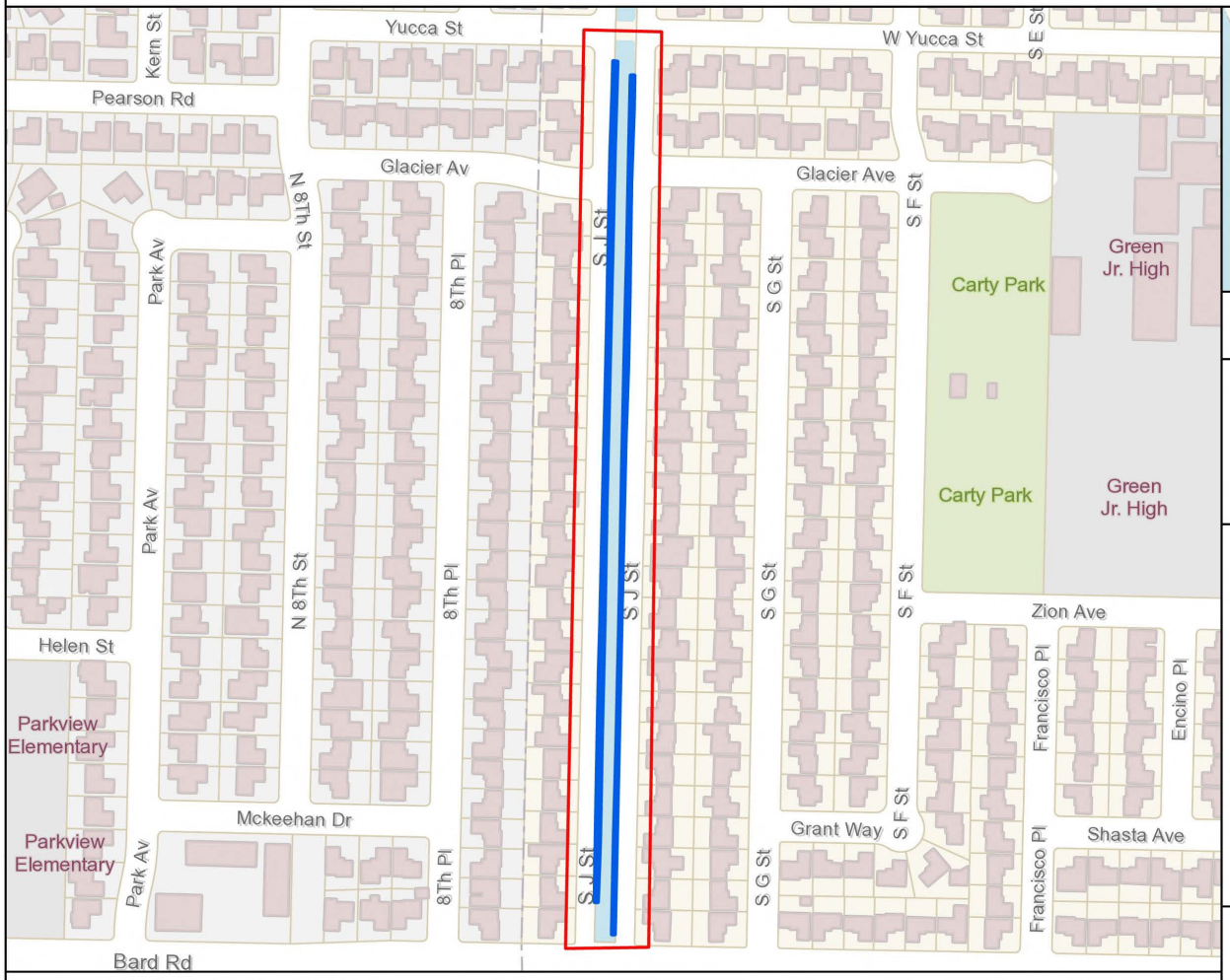
Work extent on this map
Contracted Landscape
Contracted Hardscape

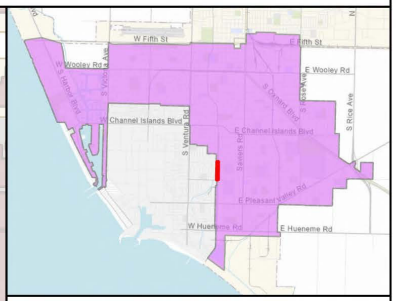
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 11 OF 50, J ST 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

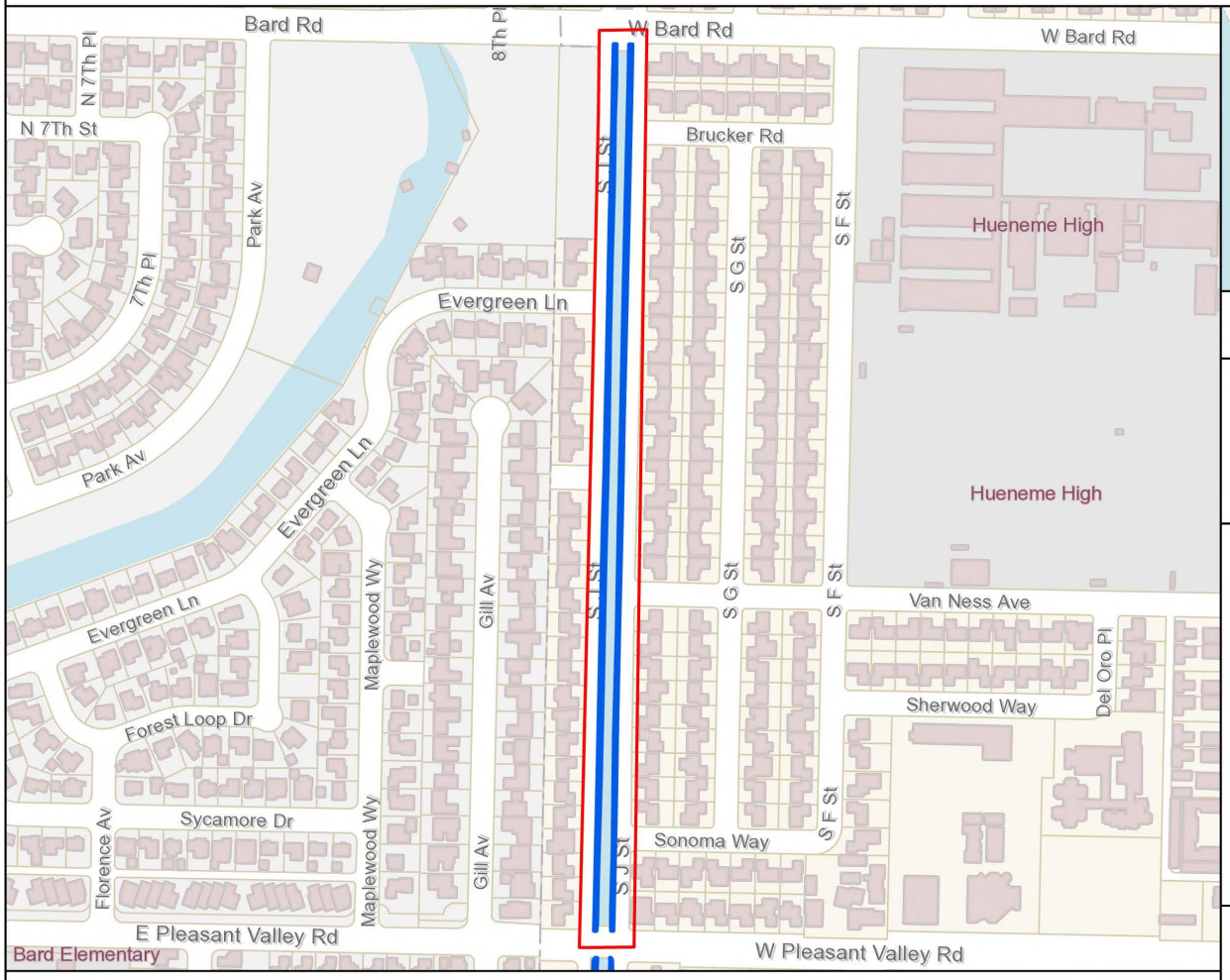
WORK TO BID ON THIS PAGE

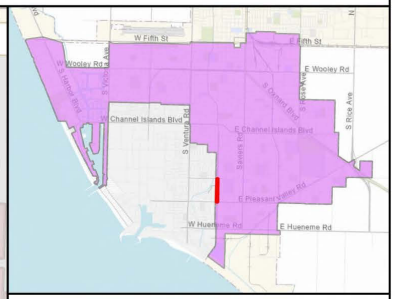
MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 12 OF 50, J ST 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

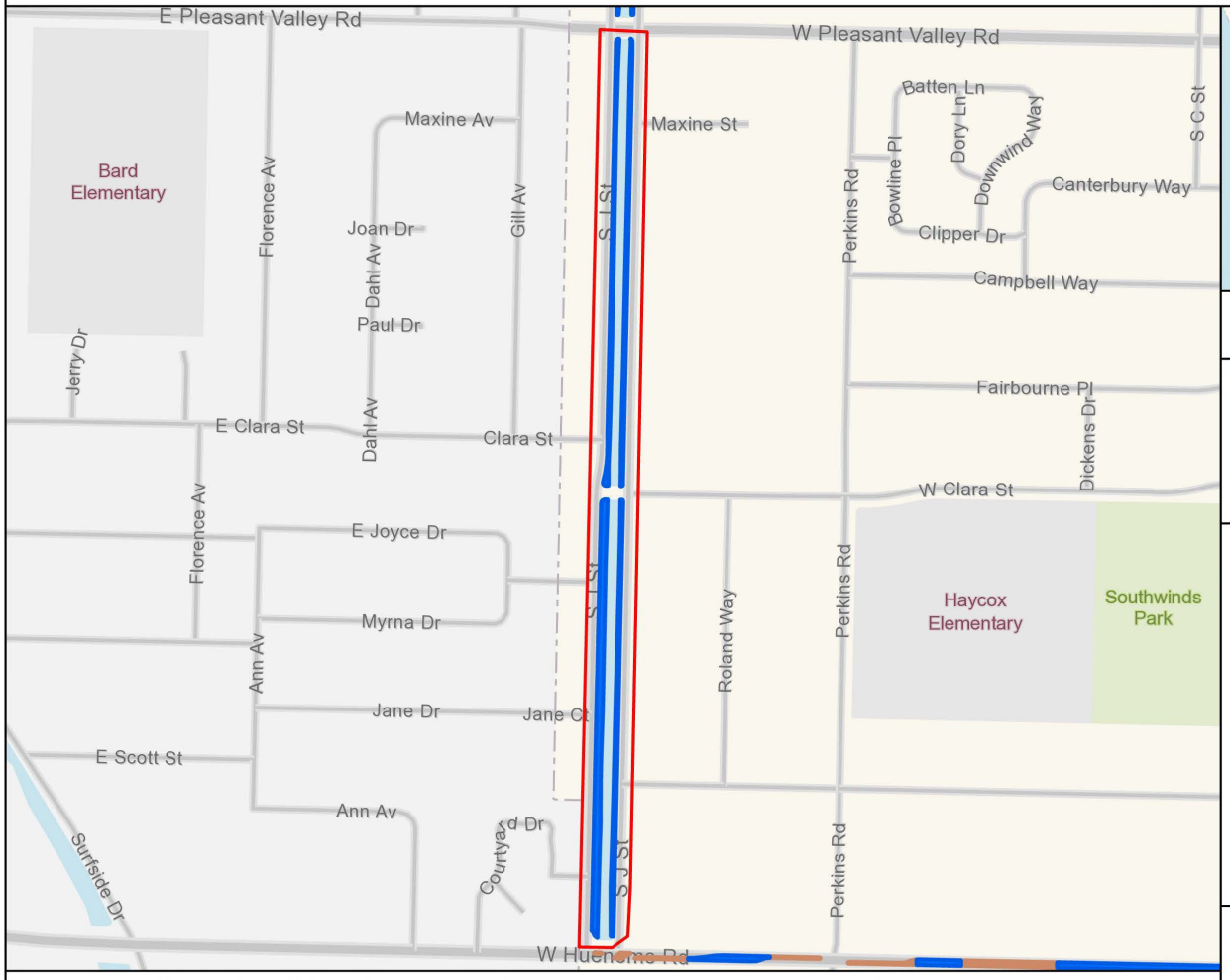
WORK TO BID ON THIS PAGE

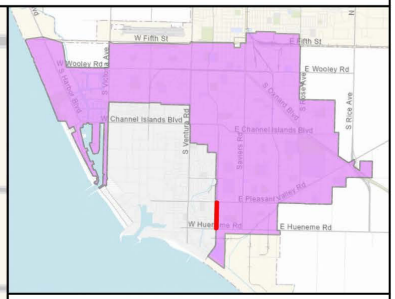
MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 13 OF 50, J ST 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

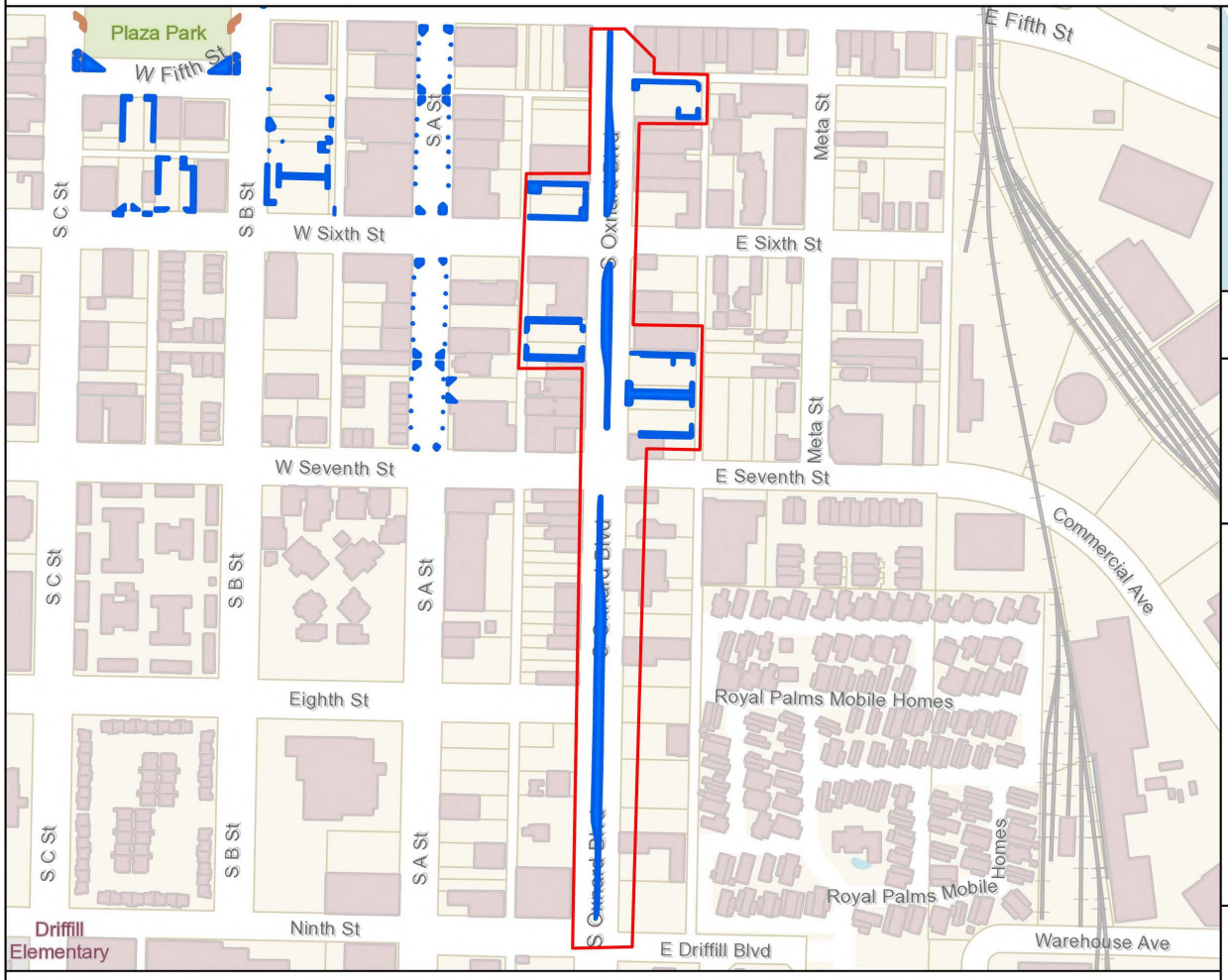
WORK TO BID ON THIS PAGE

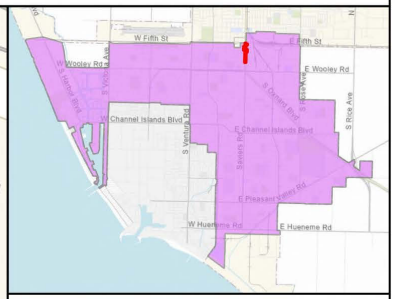
MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 14 OF 50, OXNARD BL 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

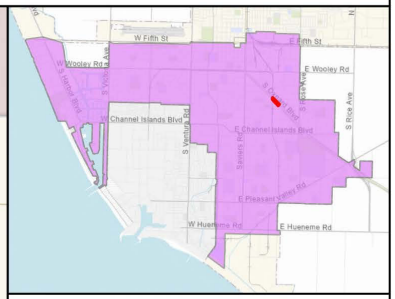
MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,637 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 15 OF 50, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

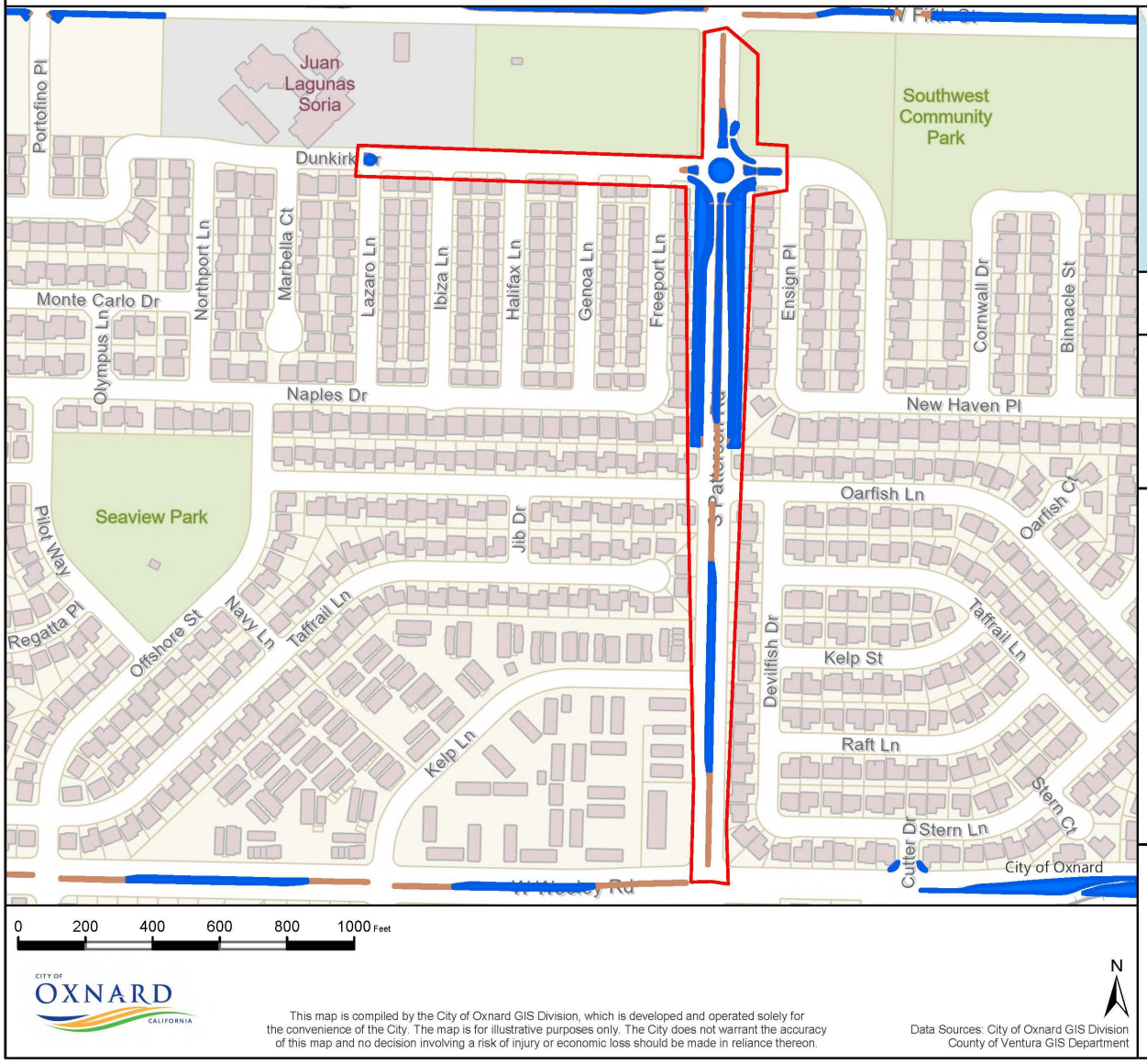
WORK TO BID ON THIS PAGE

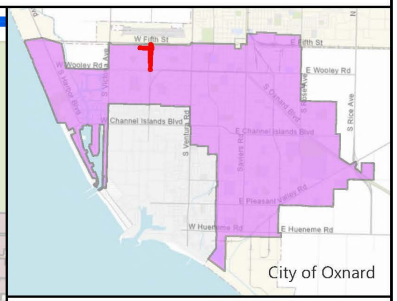
MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 16 OF 50, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~68,551 SQ FT
~1.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,060 SQ FT
~0.44 ACRES

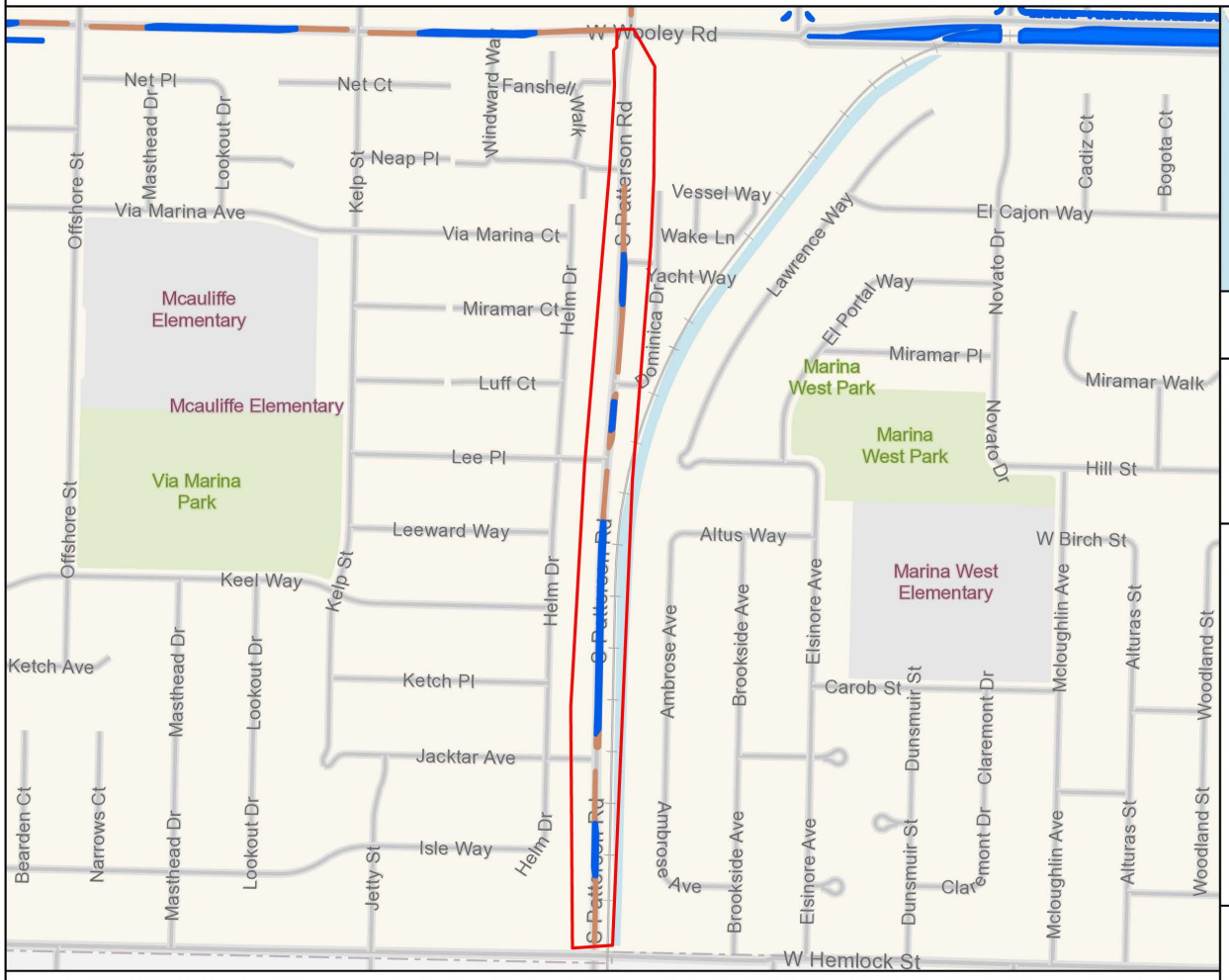
Work extent on this map
Contracted Landscape
Contracted Hardscape

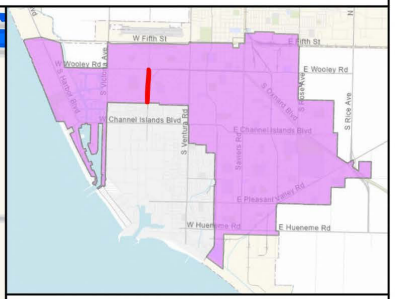
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 17 OF 50, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,724 SQ FT
~0.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

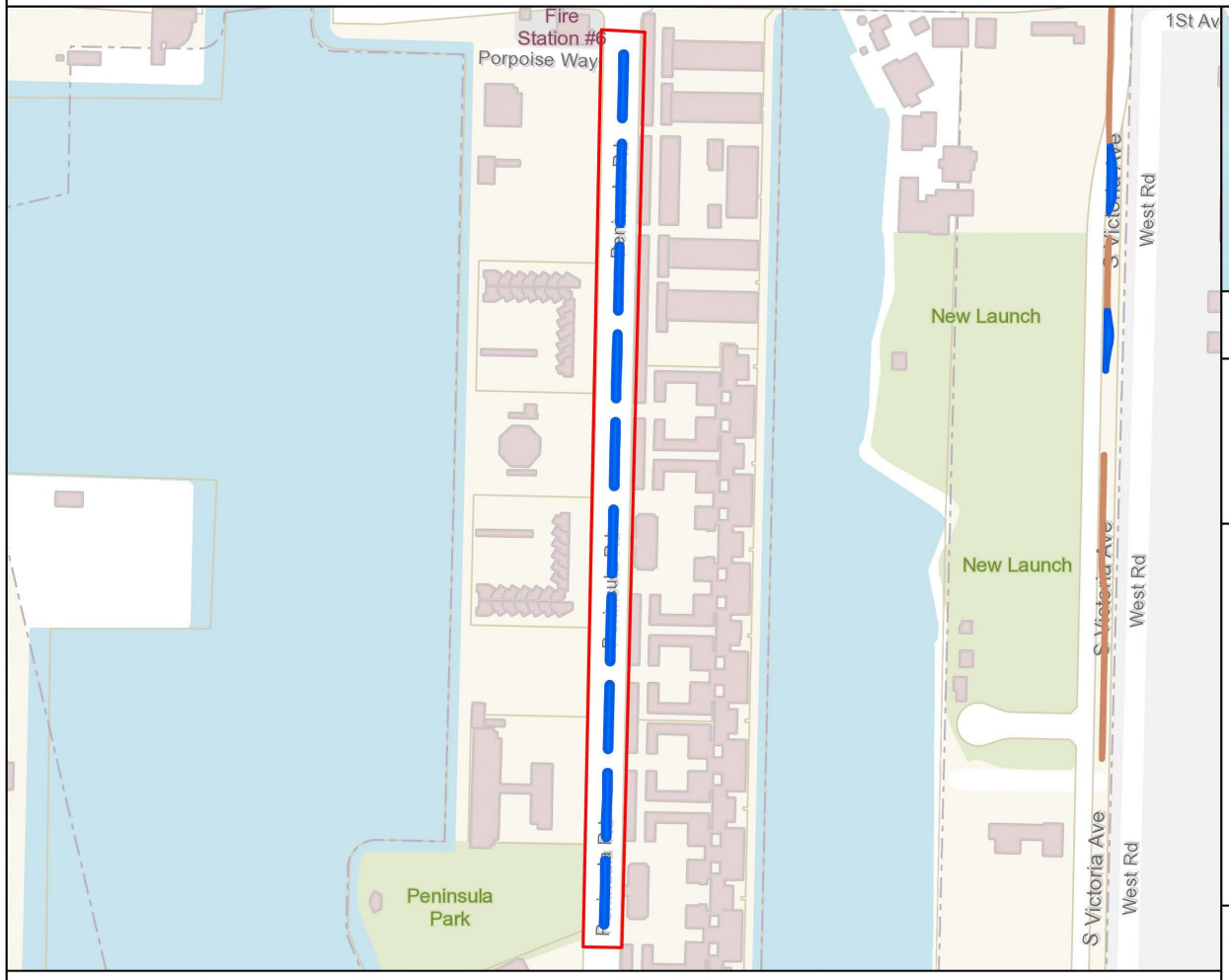
Work extent on this map
Contracted Landscape
Contracted Hardscape

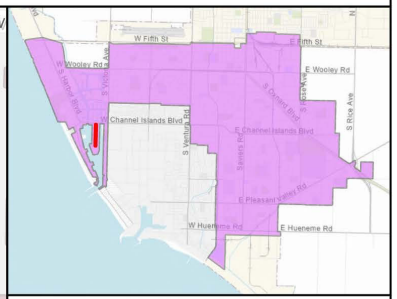
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 18 OF 50, PENINSULA





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

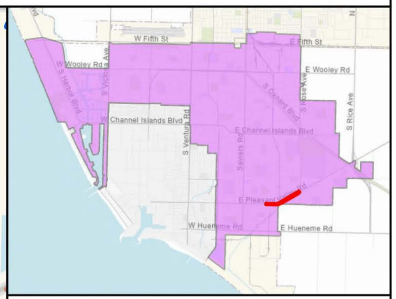
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 19 OF 50, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

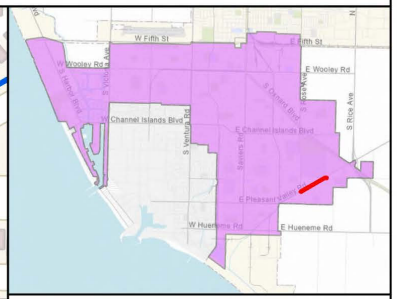
MEDIAN & PARKWAY LANDSCAPE AREAS:
~43,336 SQ FT
~0.99 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 20 OF 50, PLEASANT VALLEY RD 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

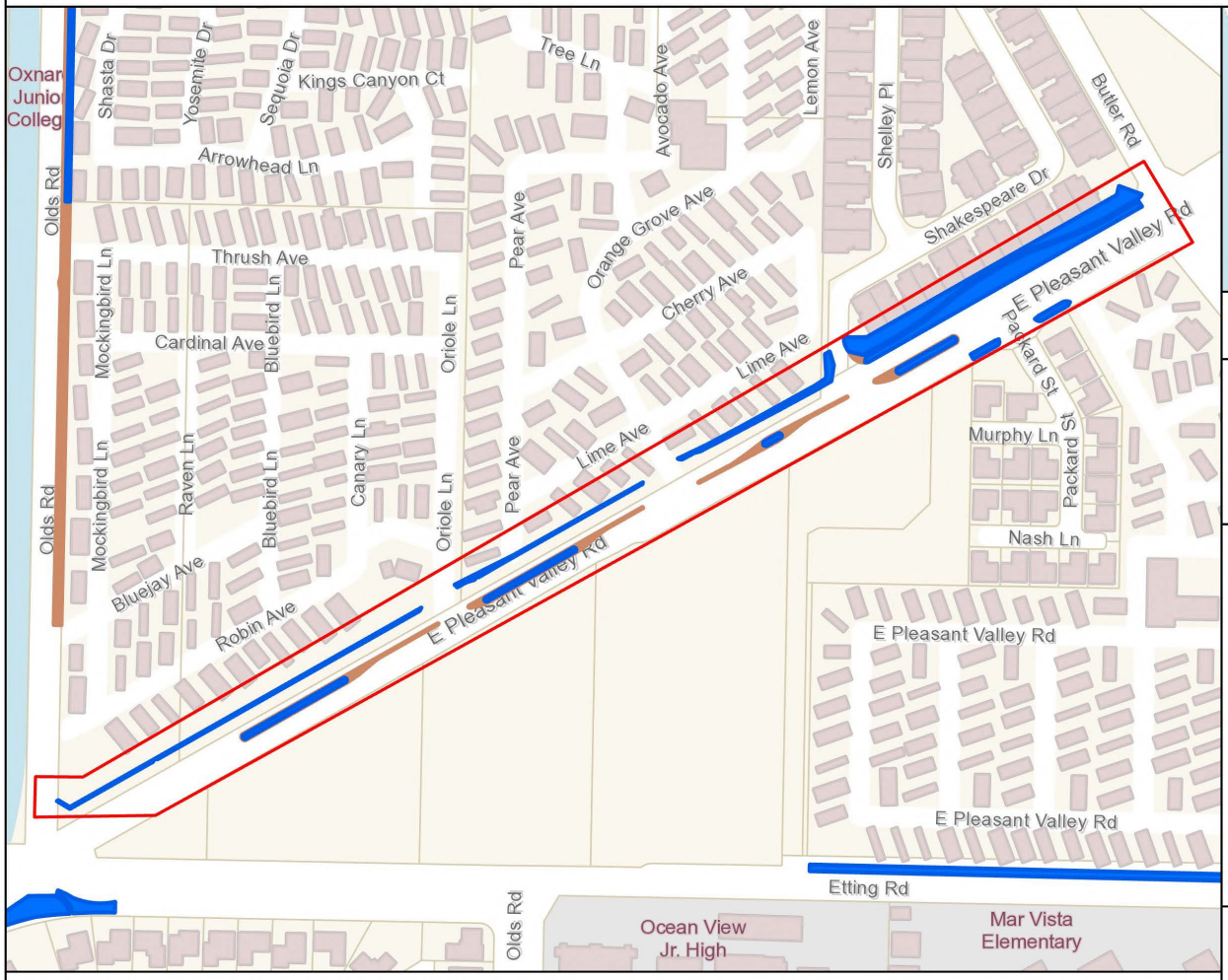
WORK TO BID ON THIS PAGE

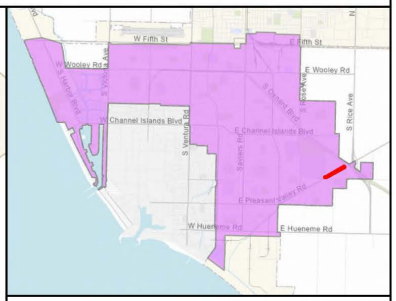
MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 21 OF 50, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,604 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,306 SQ FT
~0.19 ACRES

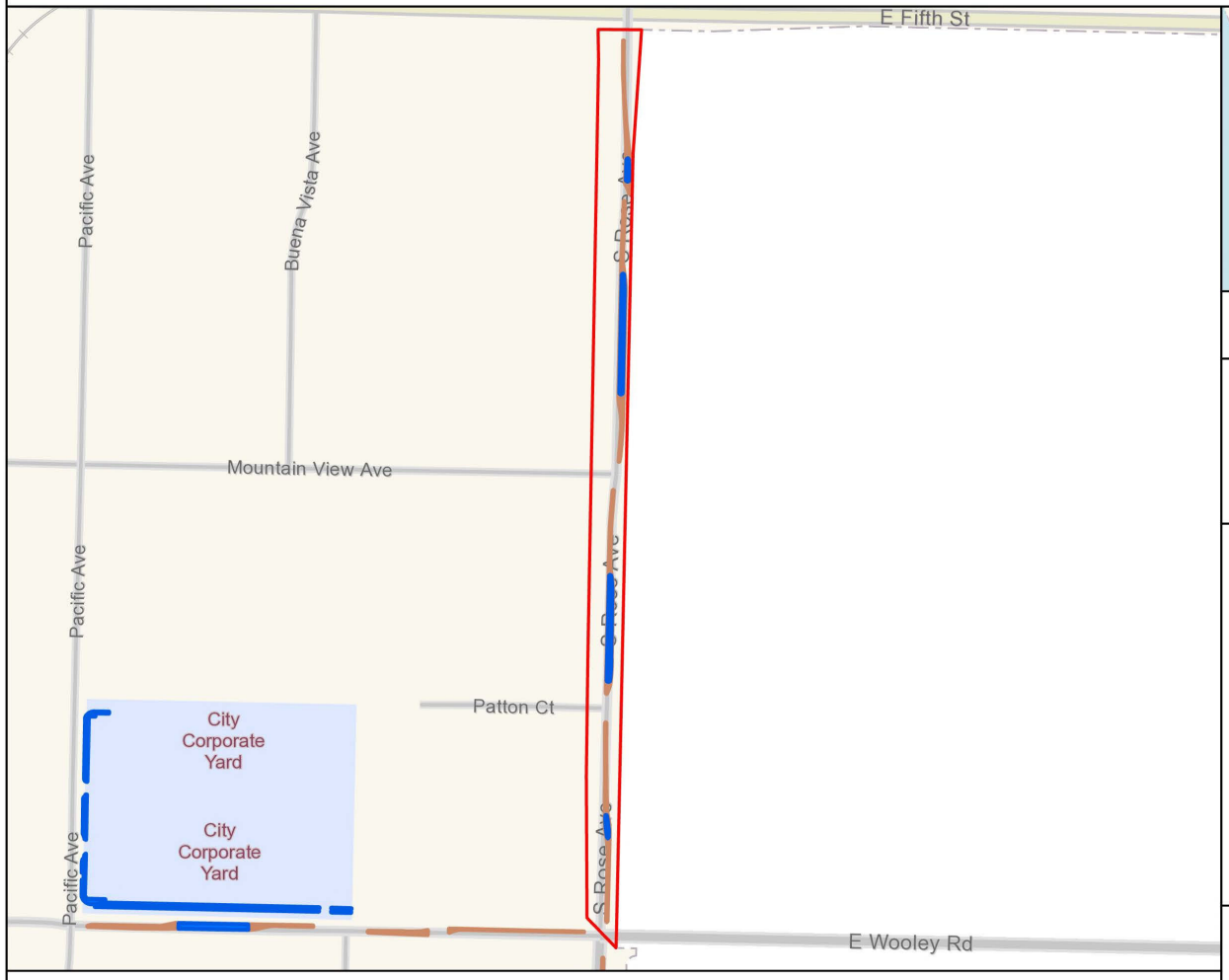
Work extent on this map
Contracted Landscape
Contracted Hardscape

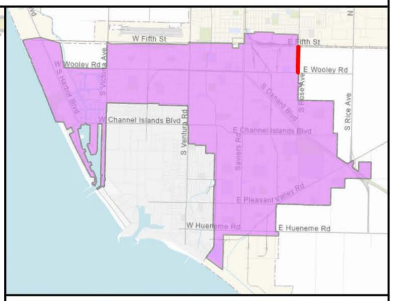
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 22 OF 50, ROSE AVE 1/ FIFTH ST 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

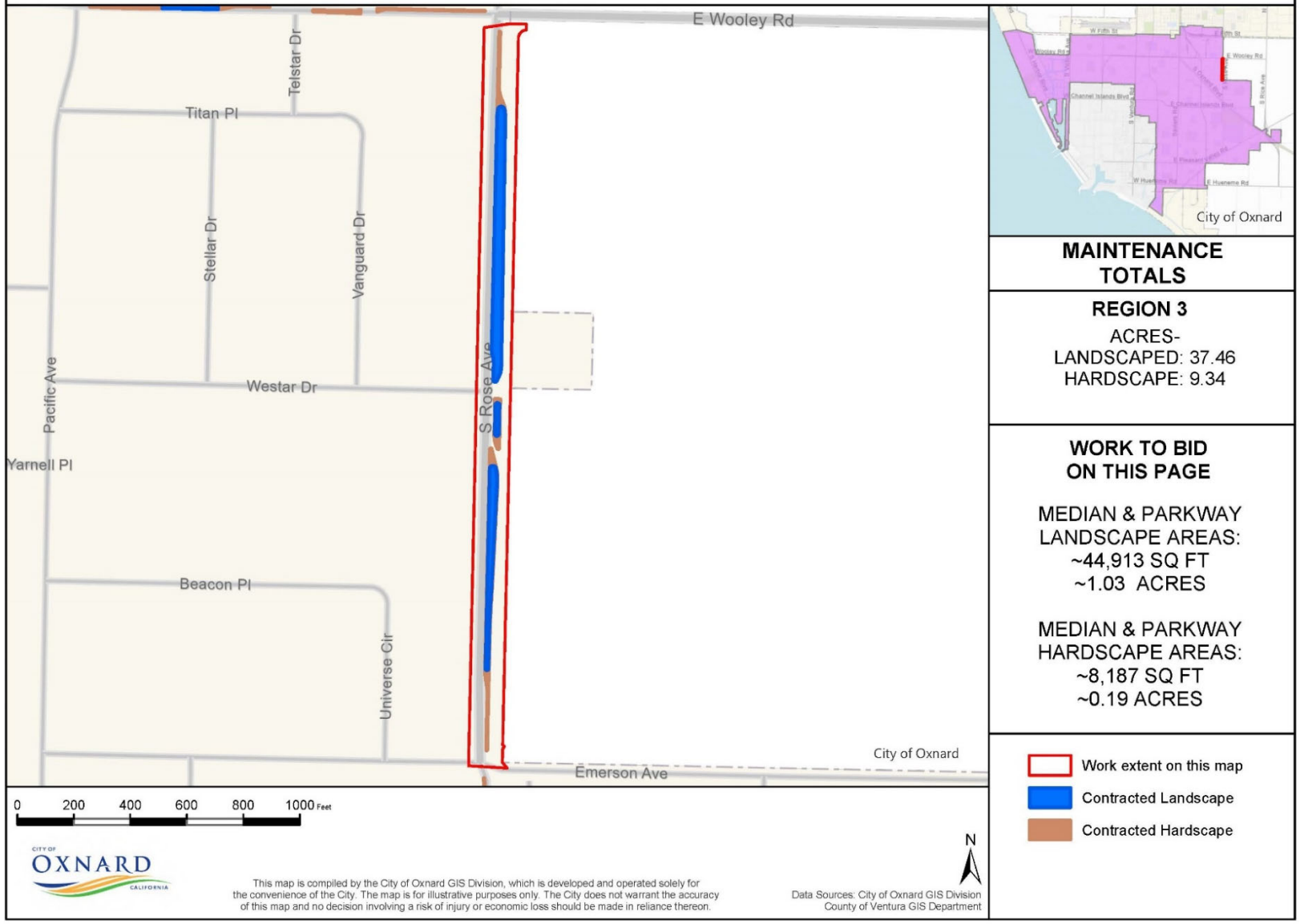
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 23 OF 50, ROSE AVE 2



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

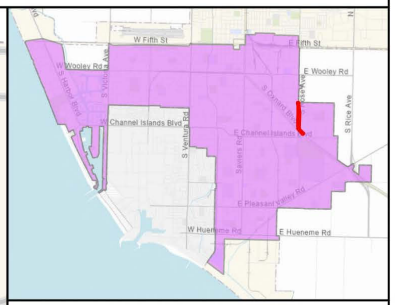
MEDIAN & PARKWAY LANDSCAPE AREAS:
~44,913 SQ FT
~1.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 24 OF 50, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

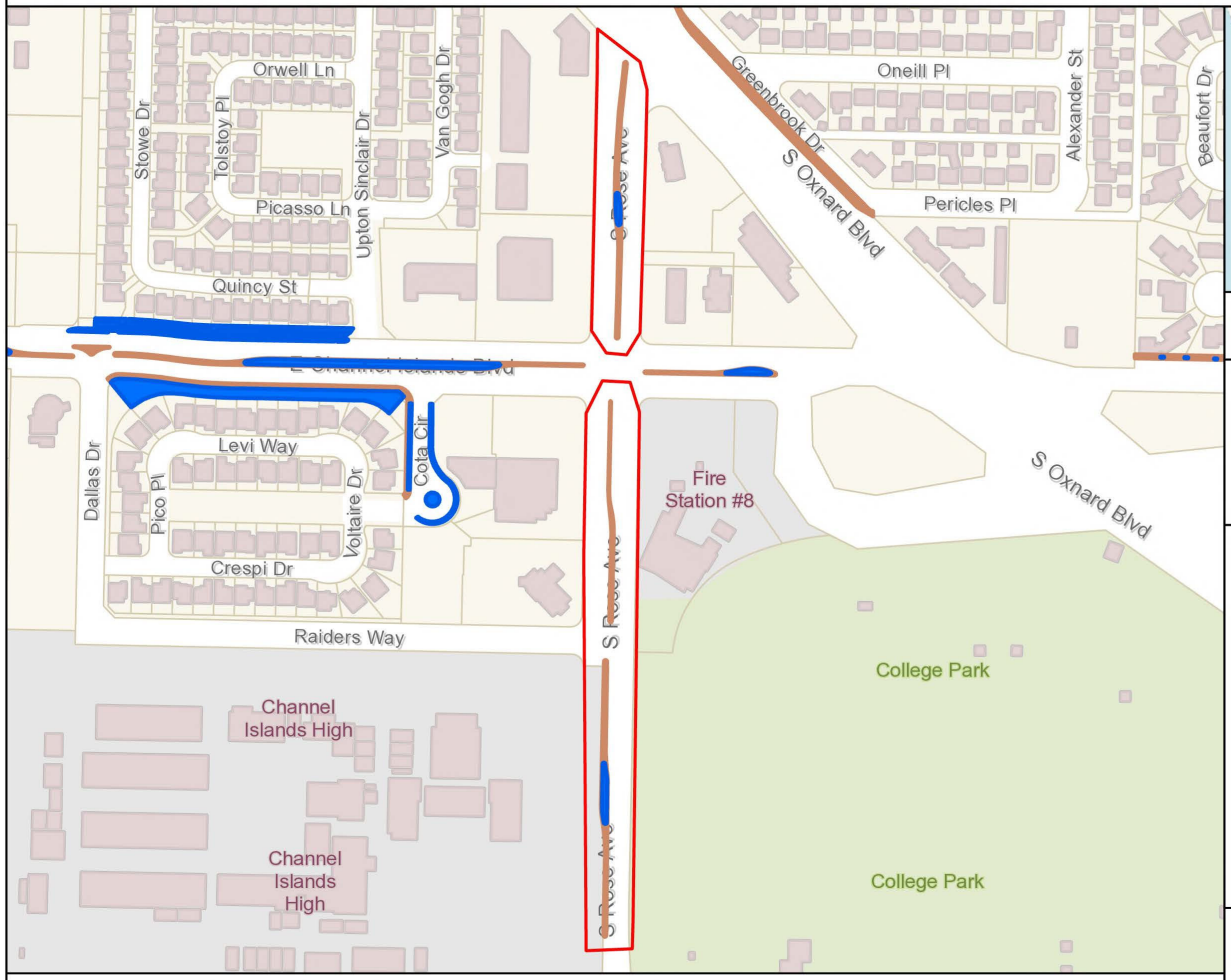
WORK TO BID ON THIS PAGE

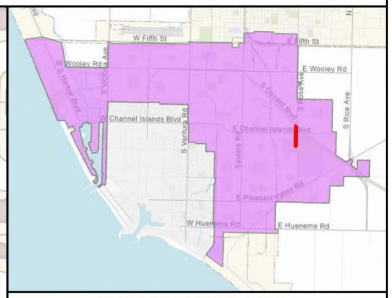
MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,641 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,546 SQ FT
~0.43 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 25 OF 50, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

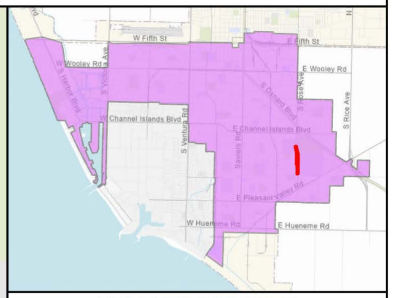
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 26 OF 50, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

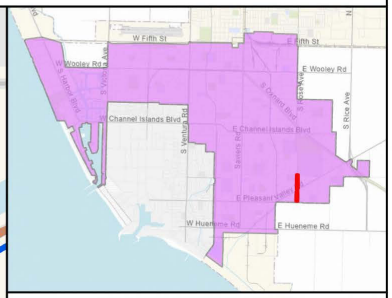
MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 27 OF 50, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,579 SQ FT
~0.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,277 SQ FT
~0.14 ACRES

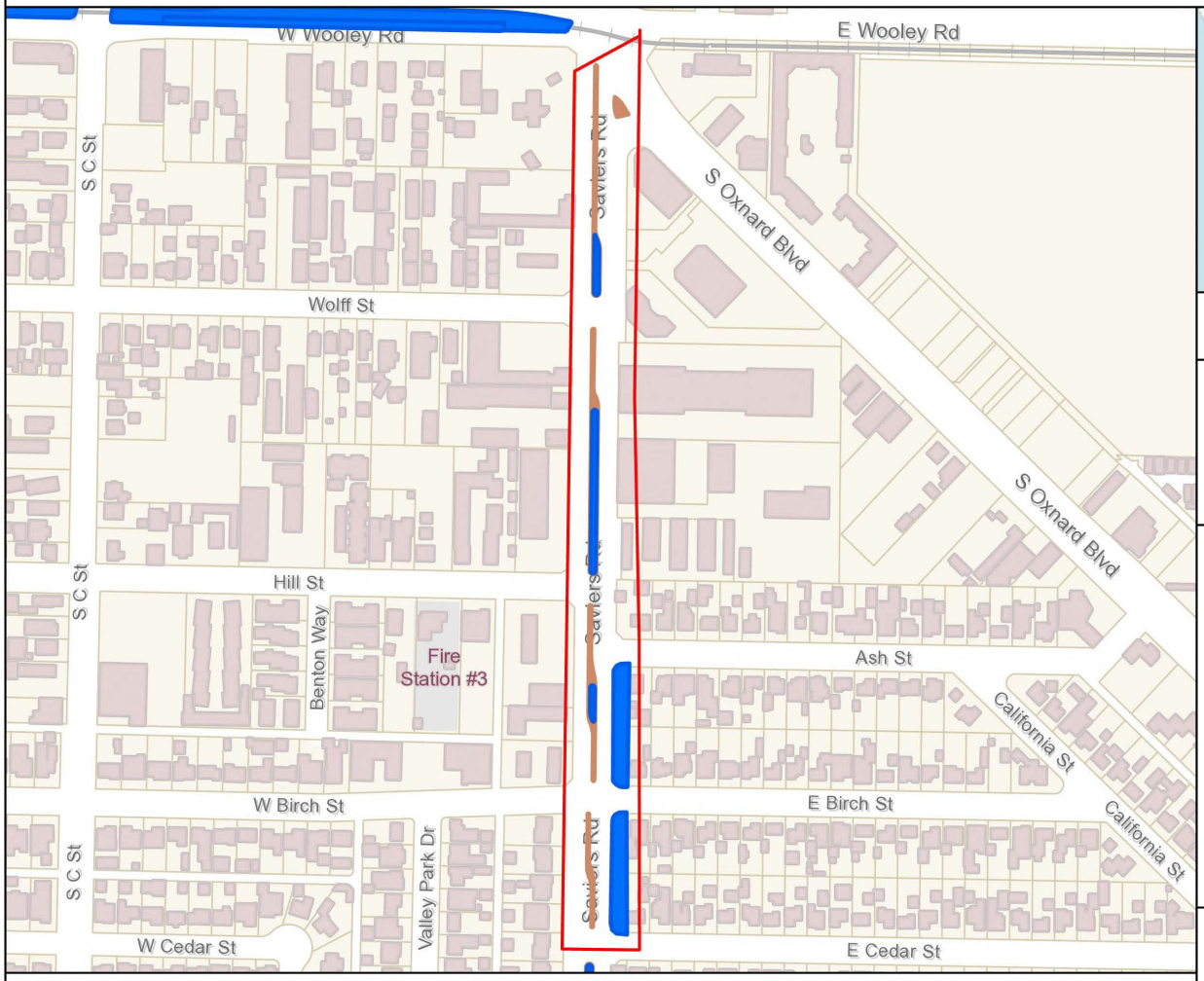
Work extent on this map
Contracted Landscape
Contracted Hardscape

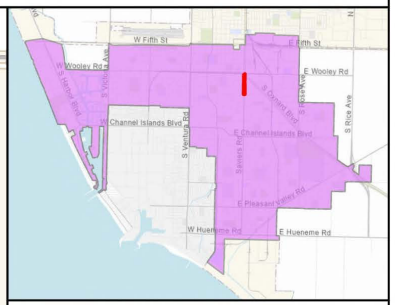
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 50, SAVIERS RD 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

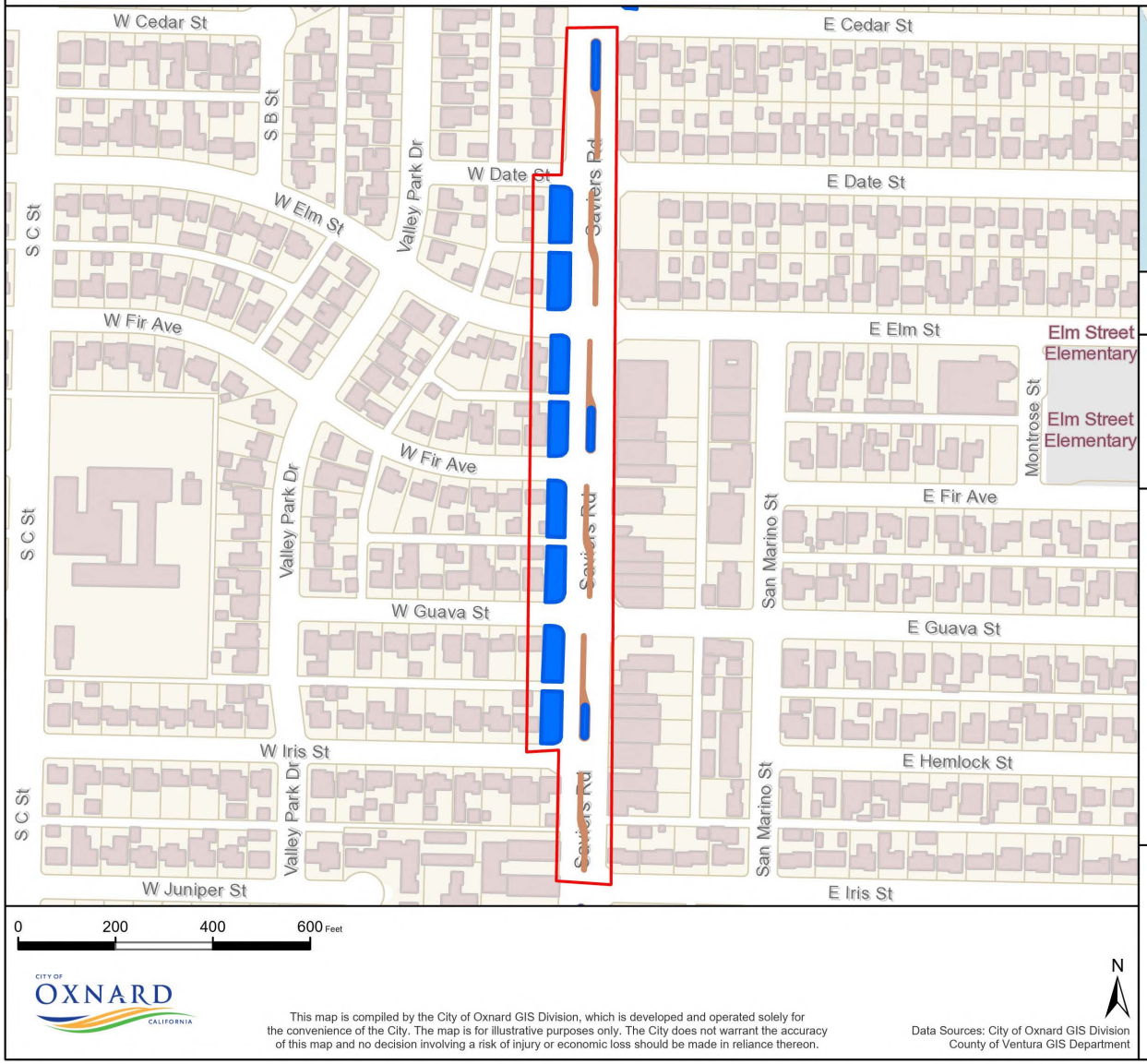
WORK TO BID ON THIS PAGE

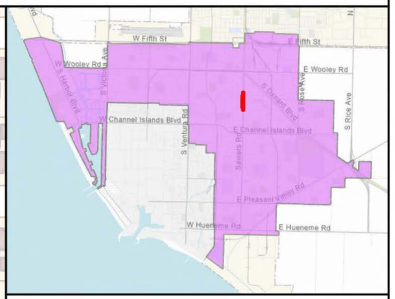
MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 29 OF 50, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

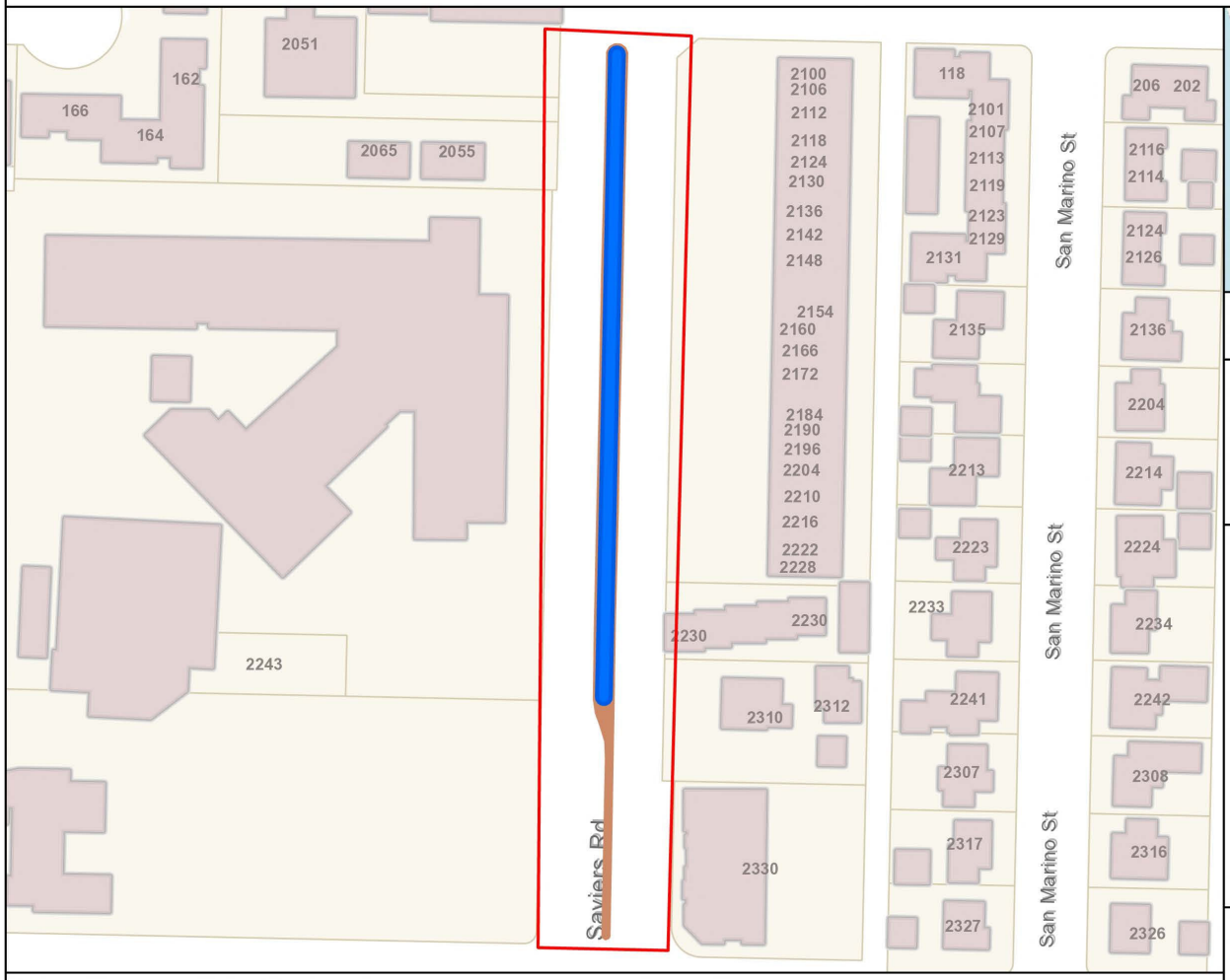
WORK TO BID ON THIS PAGE

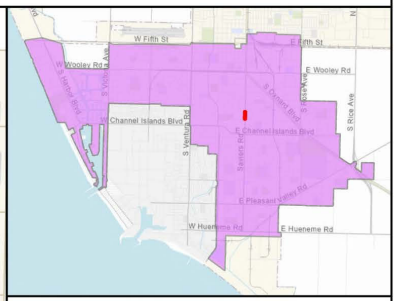
MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 30 OF 50, SAVIERS RD 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

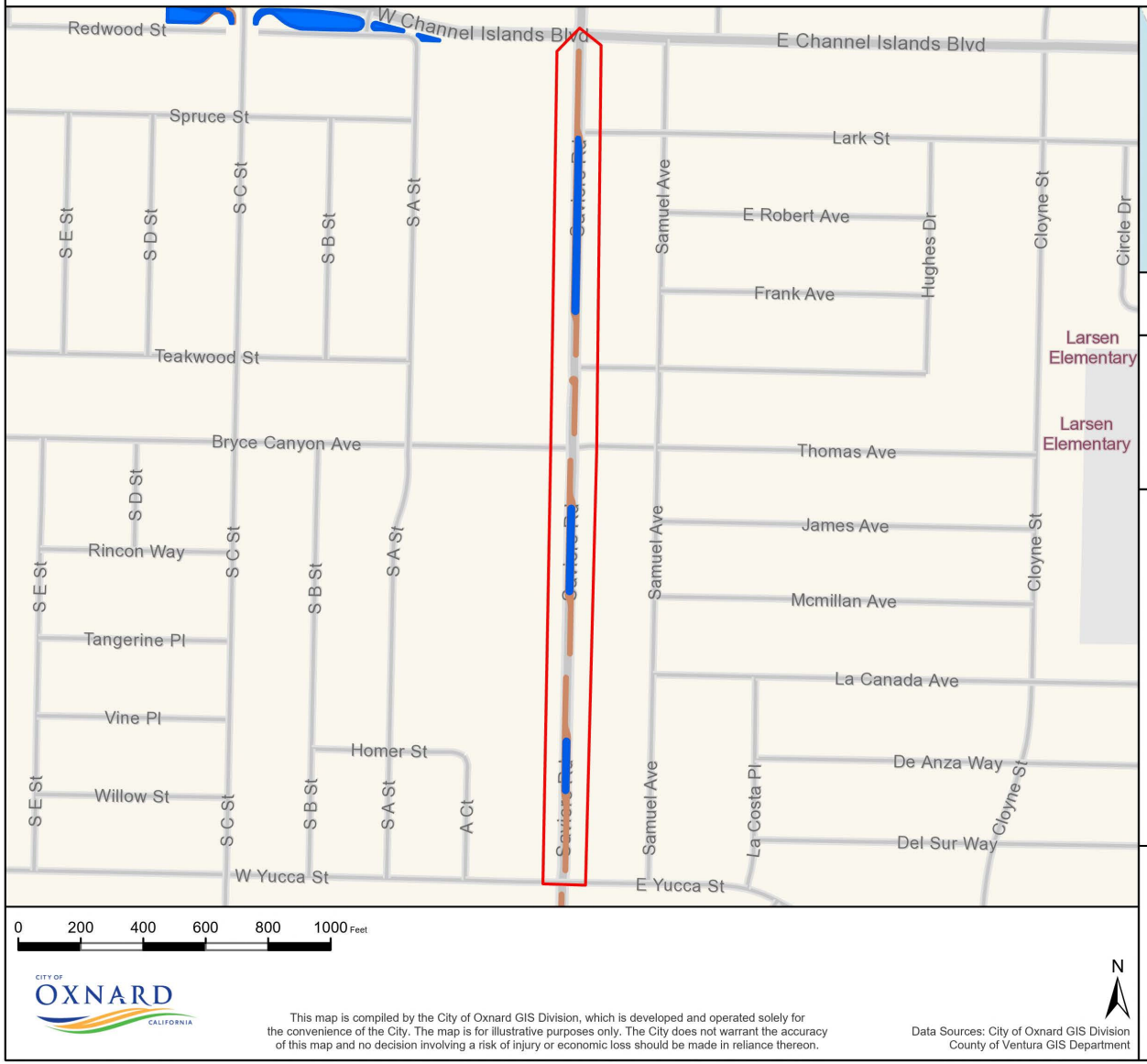
WORK TO BID ON THIS PAGE

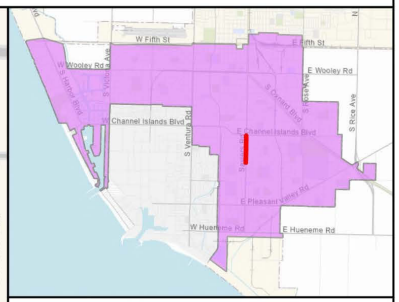
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,909 SQ FT
~0.07 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 31 OF 50, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

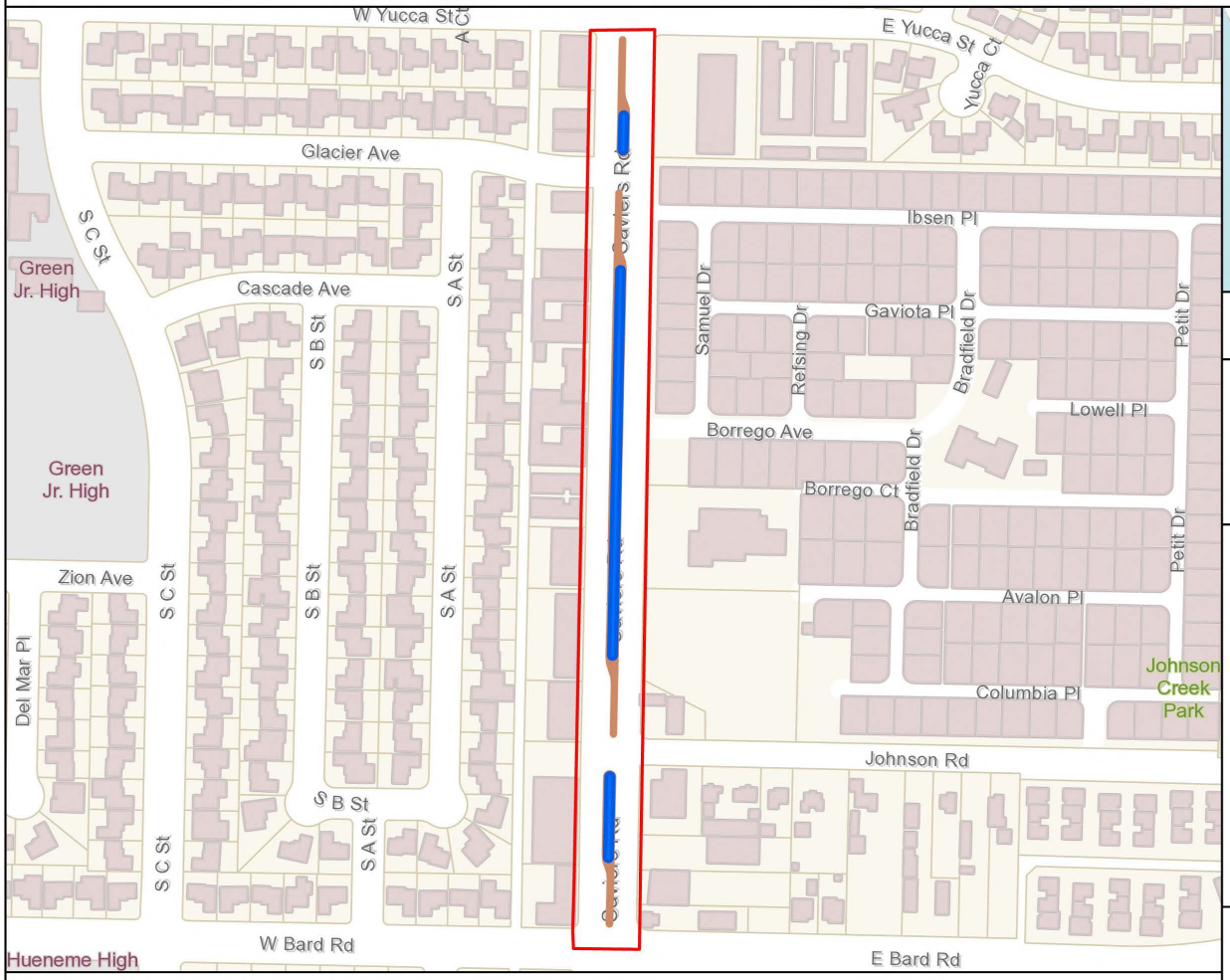
Work extent on this map
Contracted Landscape
Contracted Hardscape

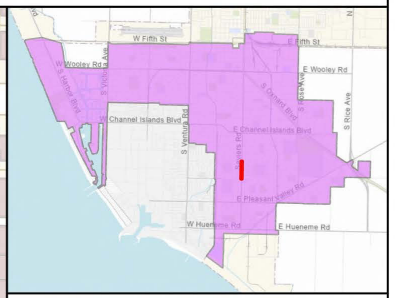
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 32 OF 50, SAVIERS RD 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

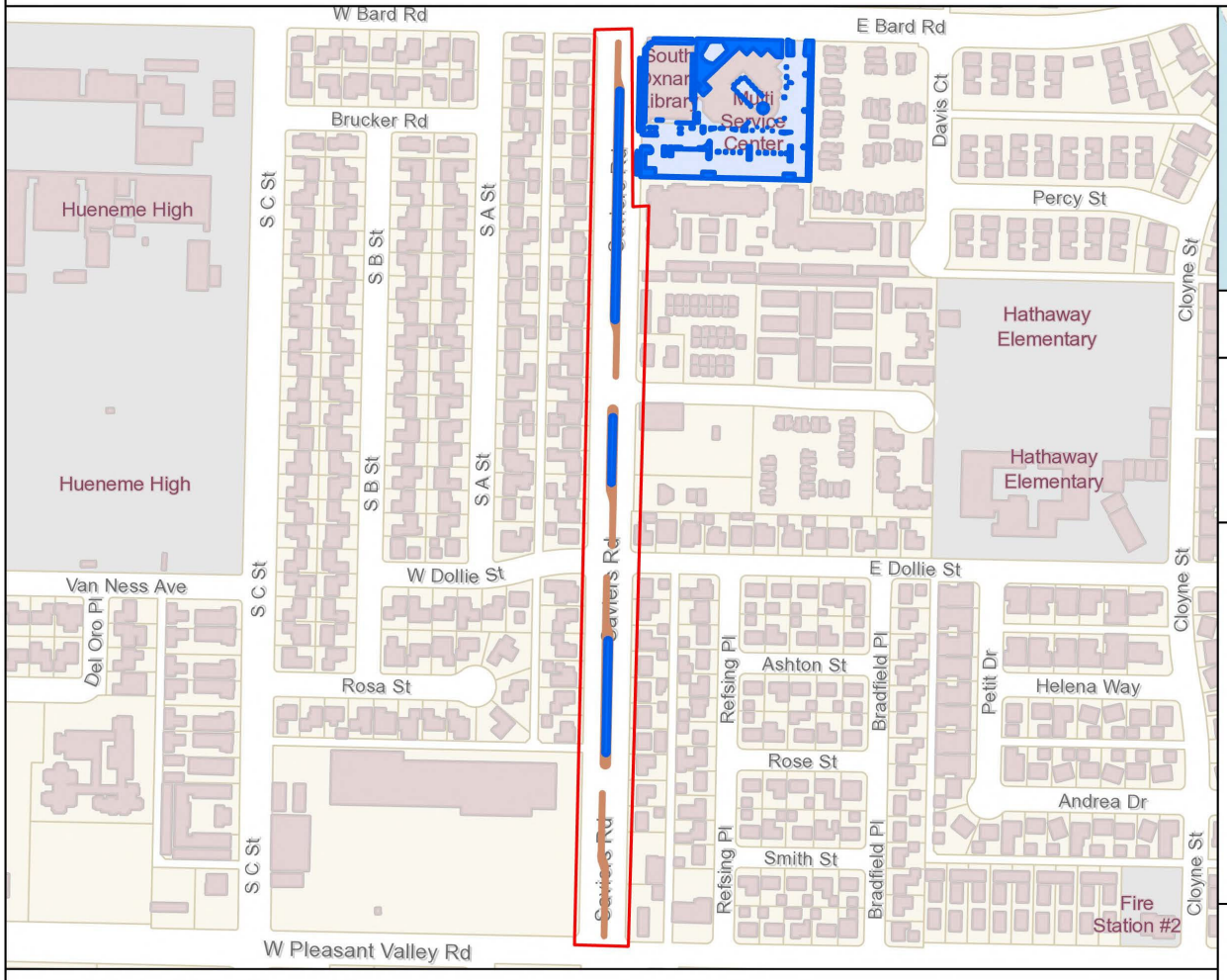
Work extent on this map
Contracted Landscape
Contracted Hardscape

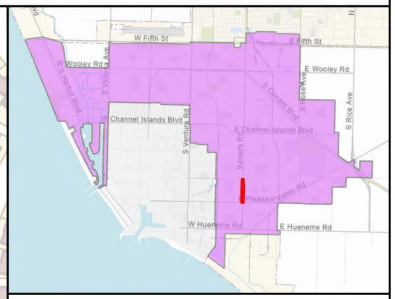
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 50, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

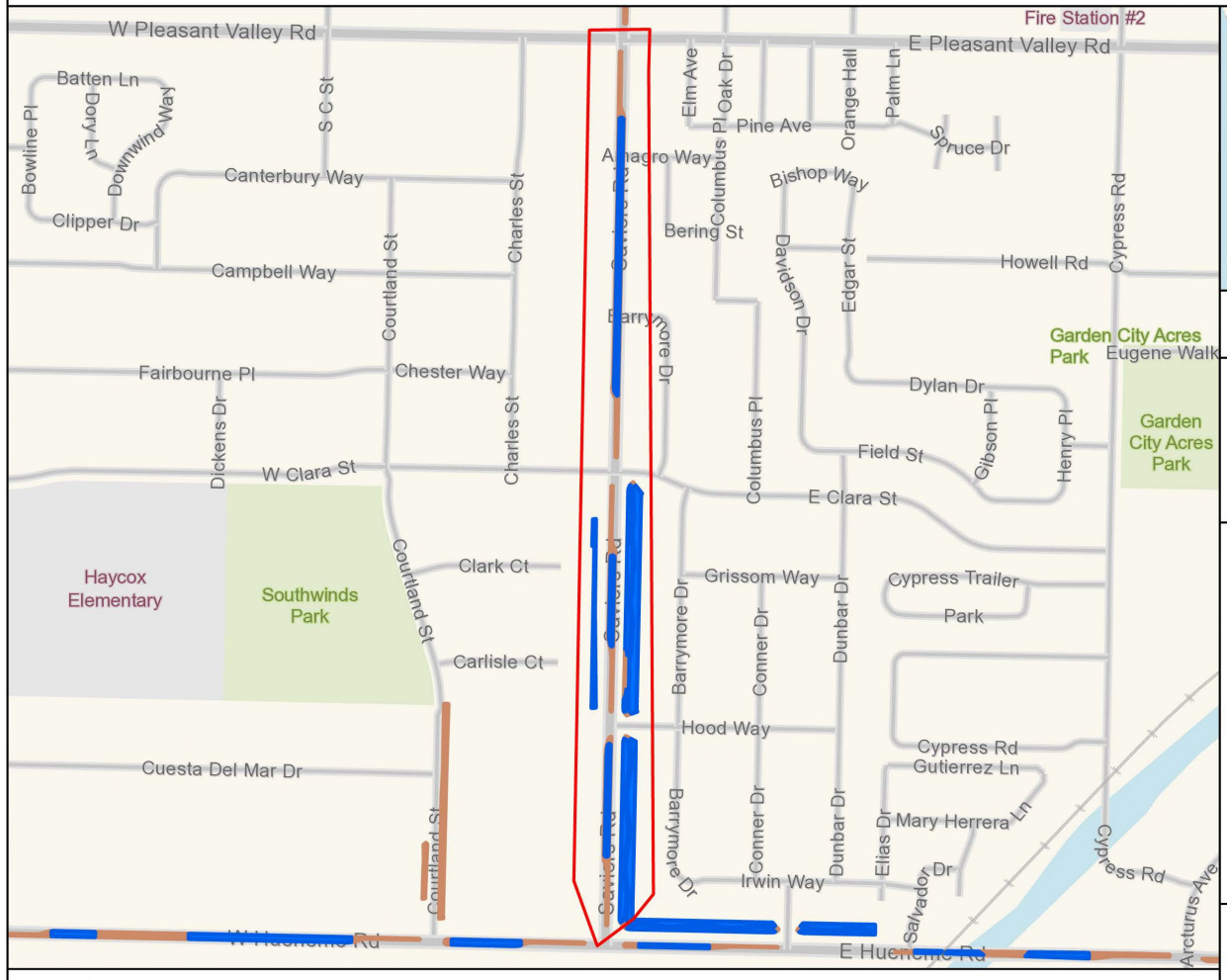
WORK TO BID ON THIS PAGE

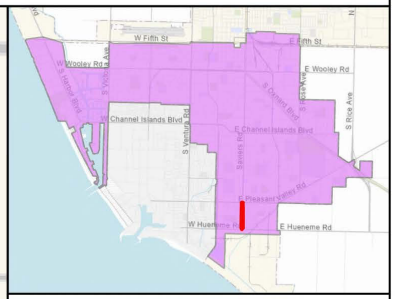
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 34 OF 50, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

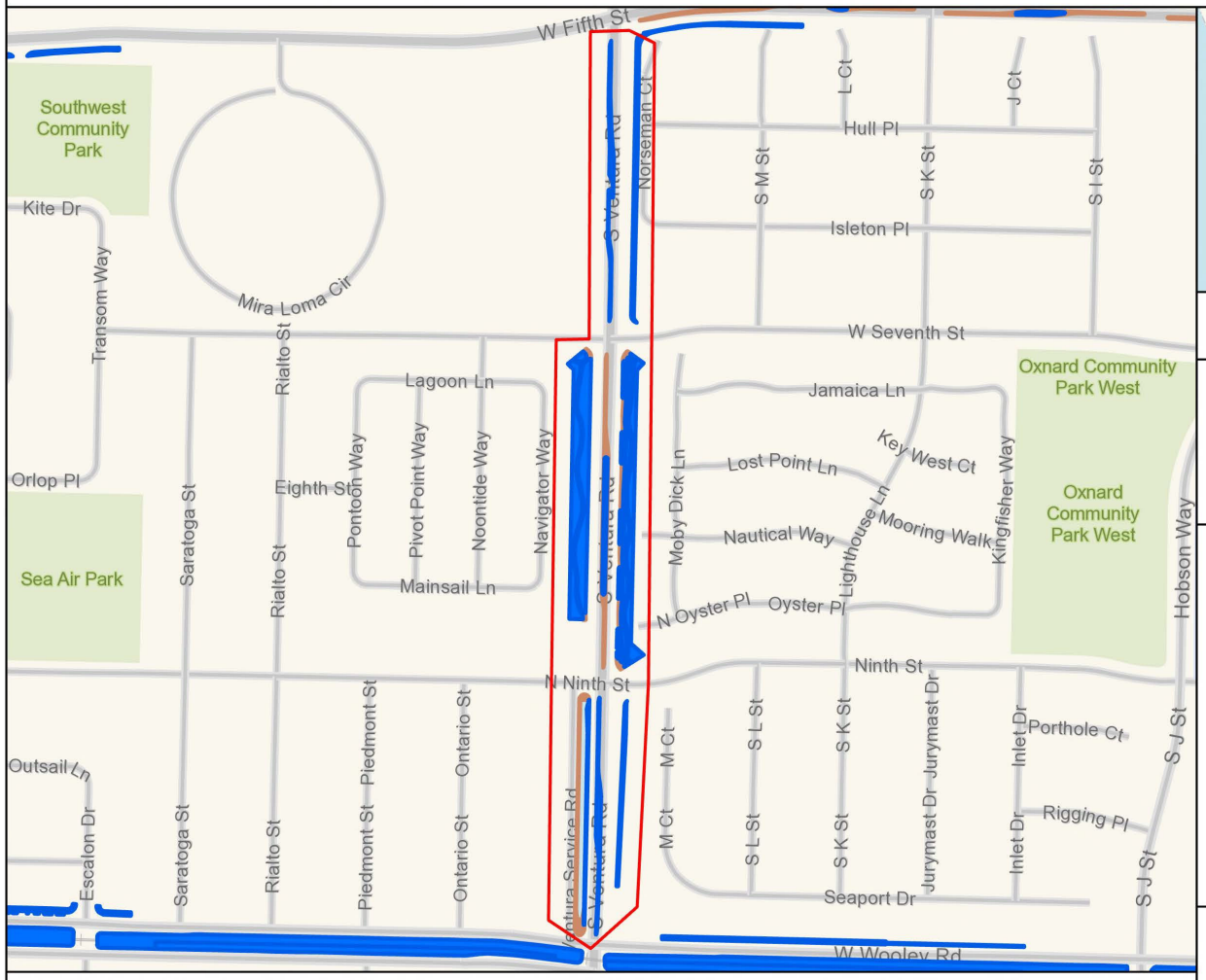
WORK TO BID ON THIS PAGE

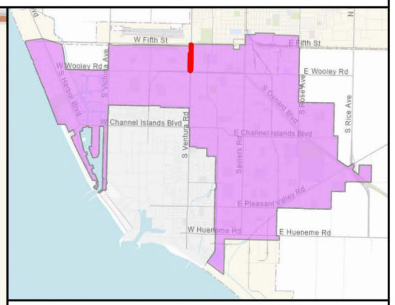
MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 35 OF 50, VENTURA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

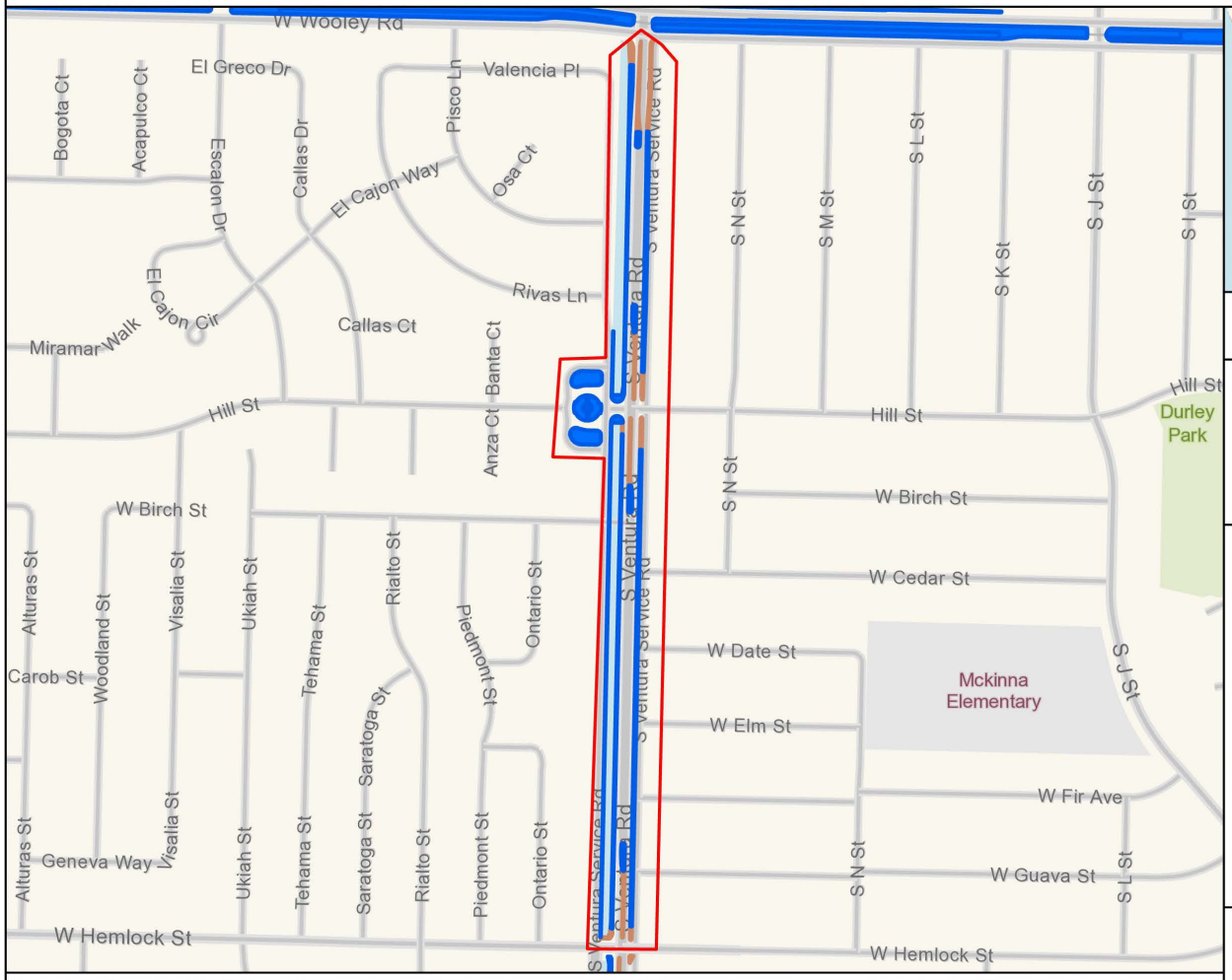
WORK TO BID ON THIS PAGE

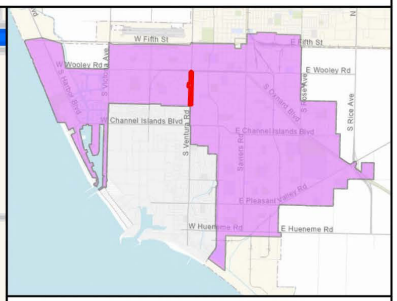
MEDIAN & PARKWAY LANDSCAPE AREAS:
~83,284 SQ FT
~1.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 36 OF 50, VENTURA 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

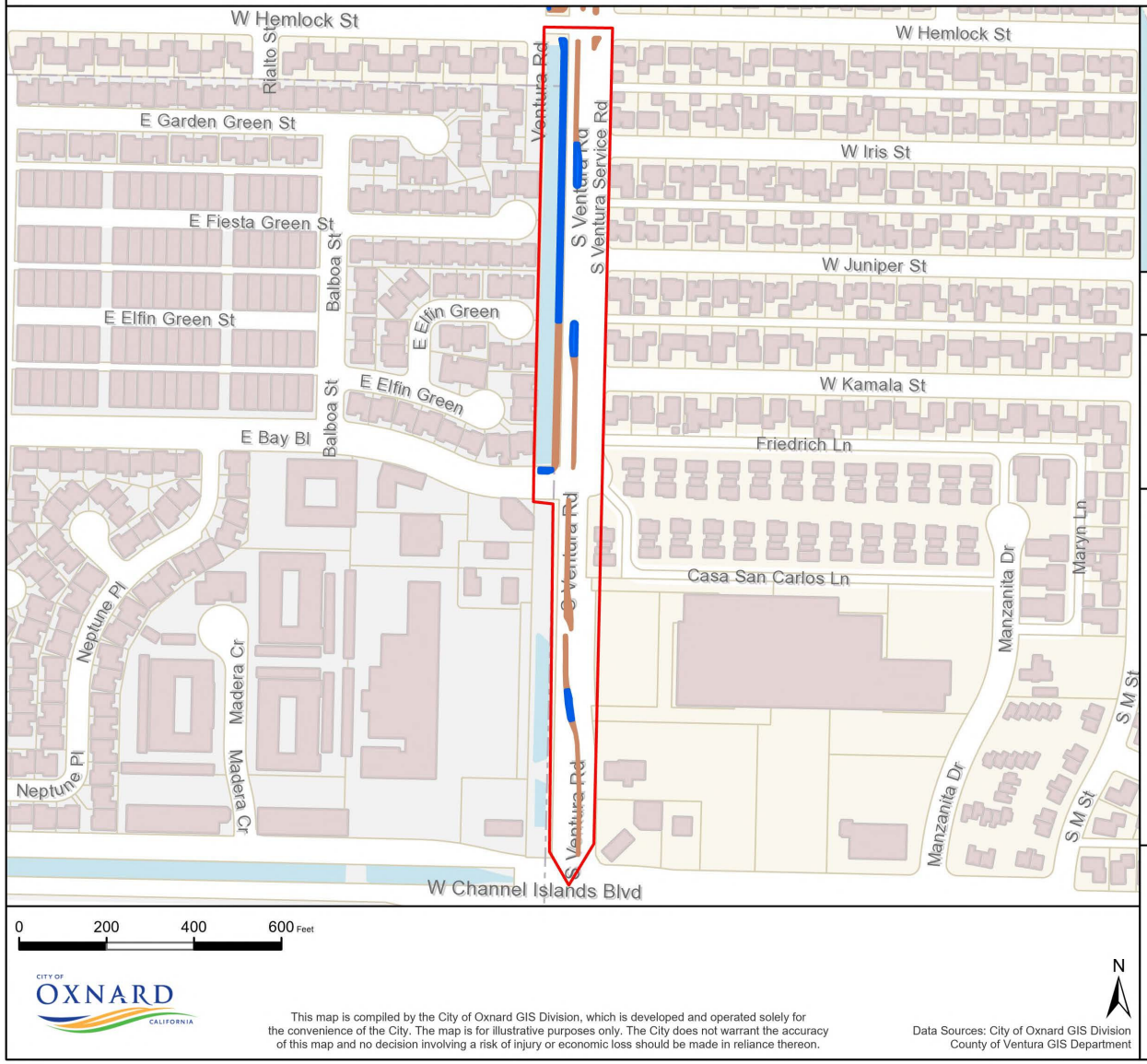
WORK TO BID ON THIS PAGE

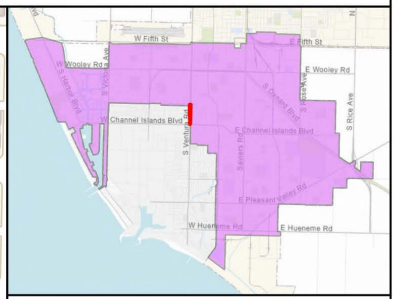
MEDIAN & PARKWAY LANDSCAPE AREAS:
~57,214 SQ FT
~1.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 37 OF 50, VENTURA 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

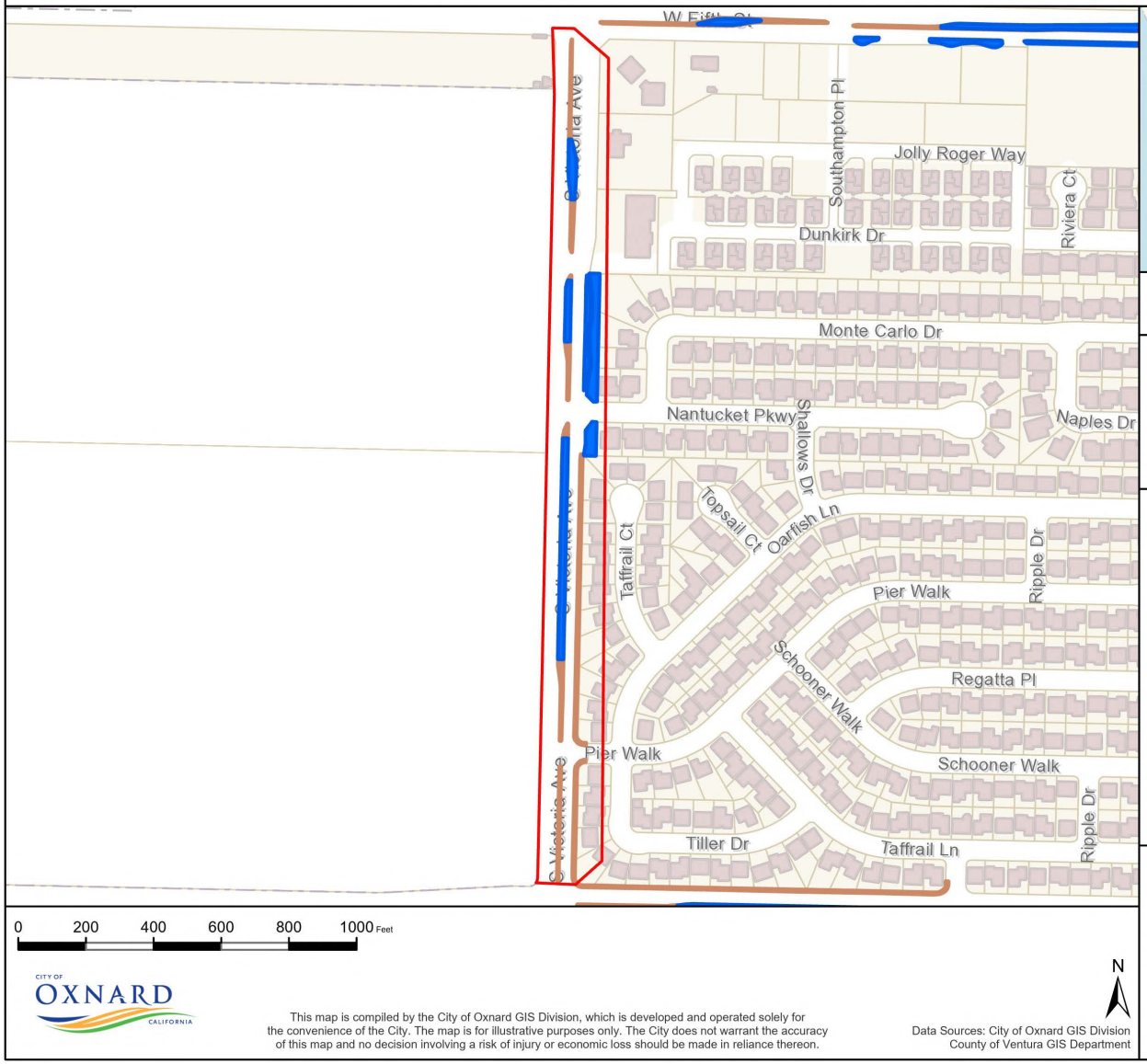
WORK TO BID ON THIS PAGE

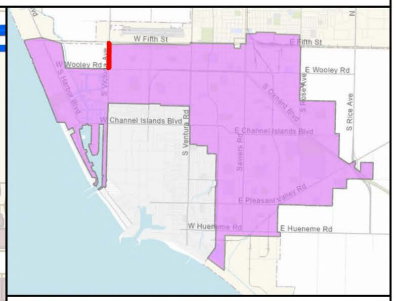
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 38 OF 50, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

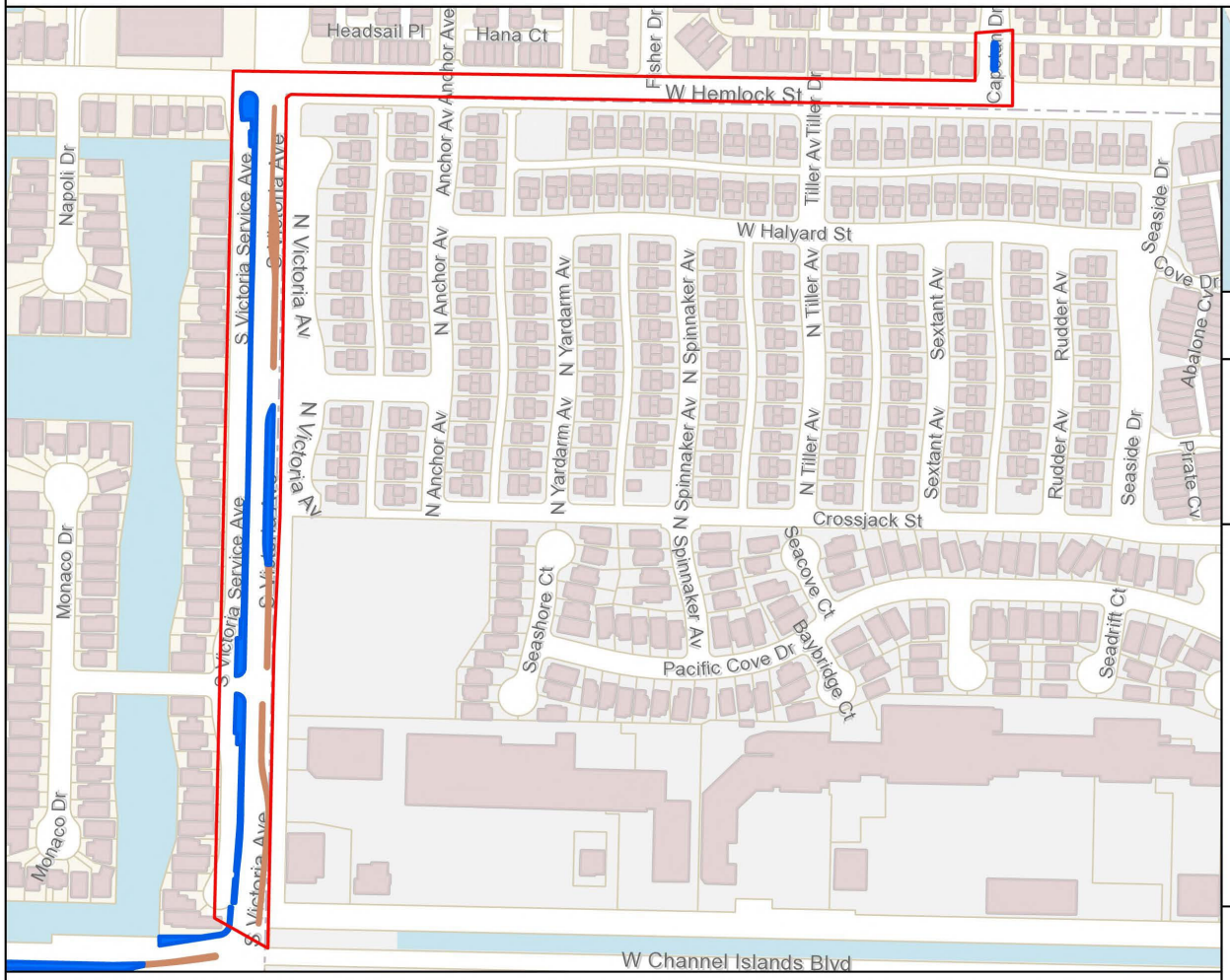
WORK TO BID ON THIS PAGE

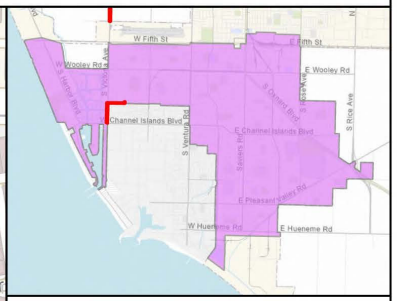
MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 39 OF 50, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

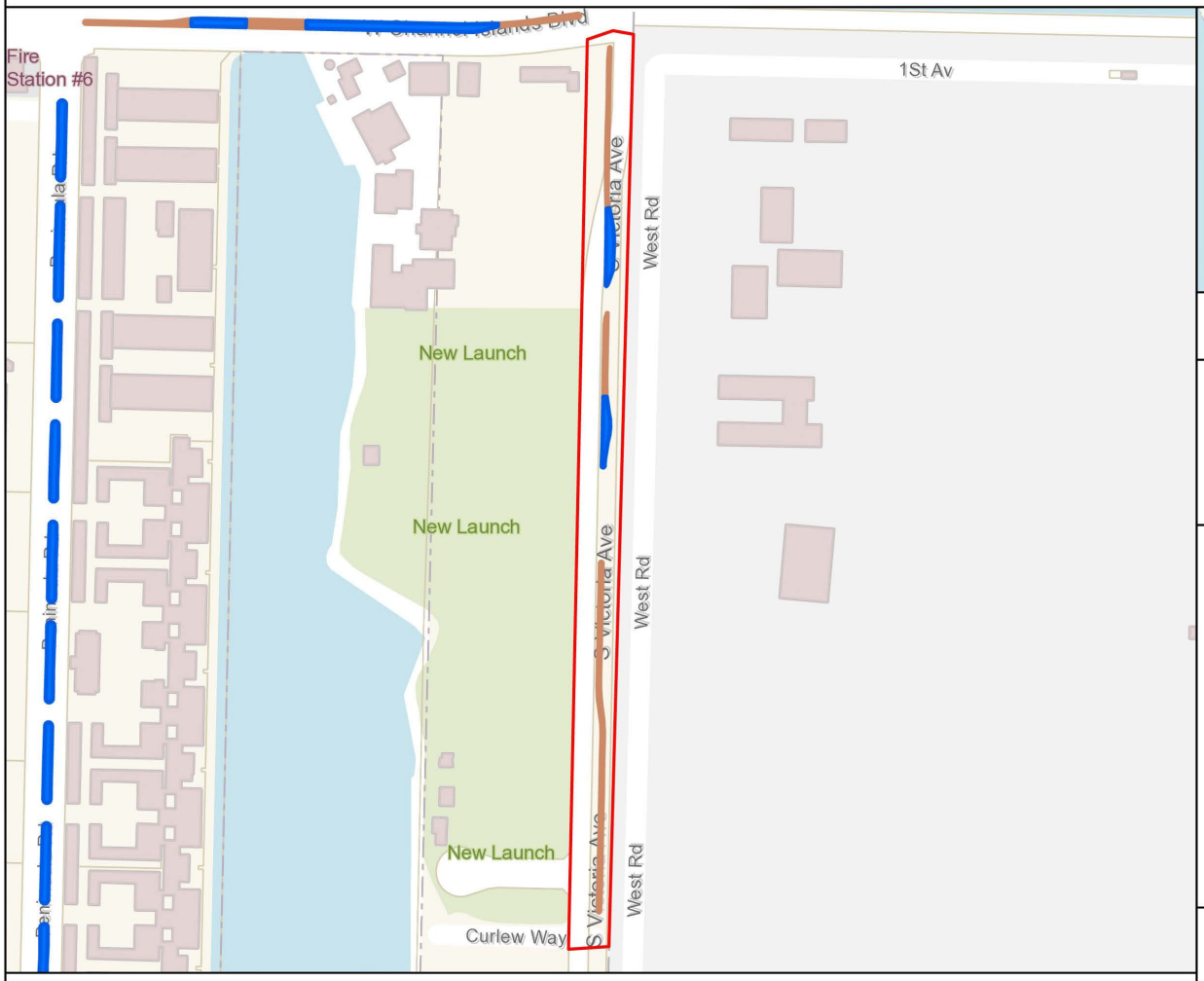
Work extent on this map
Contracted Landscape
Contracted Hardscape

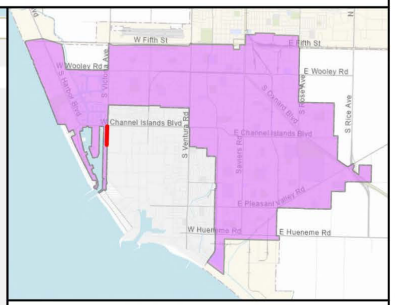
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 40 OF 50, VICTORIA 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

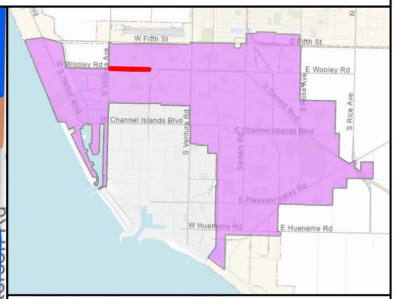
MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 41 OF 50, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

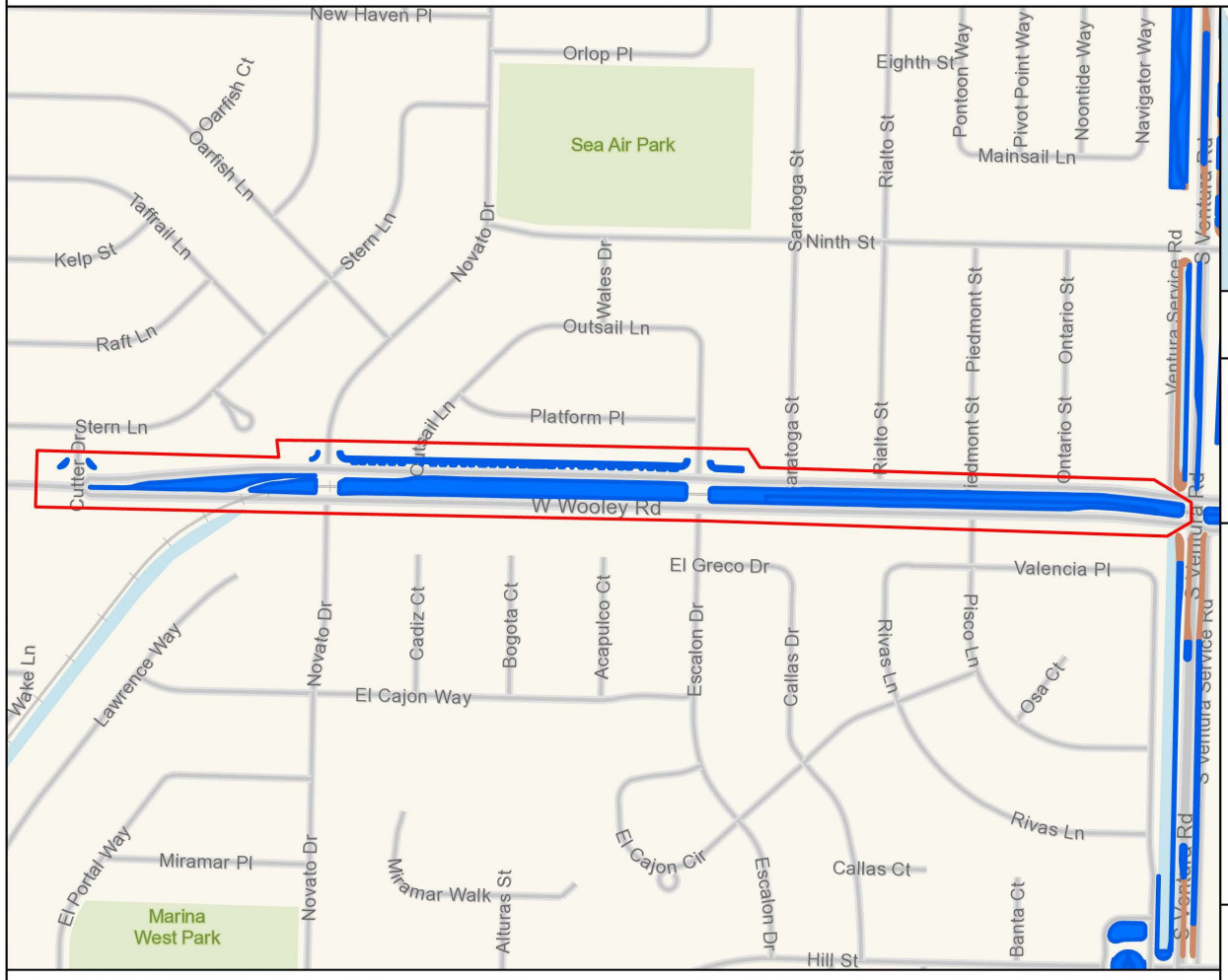
Work extent on this map
Contracted Landscape
Contracted Hardscape

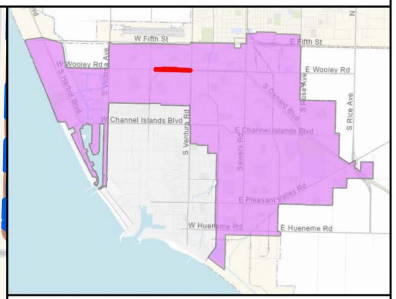
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 42 OF 50, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~145,654 SQ FT
~3.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107 SQ FT
~0 ACRES

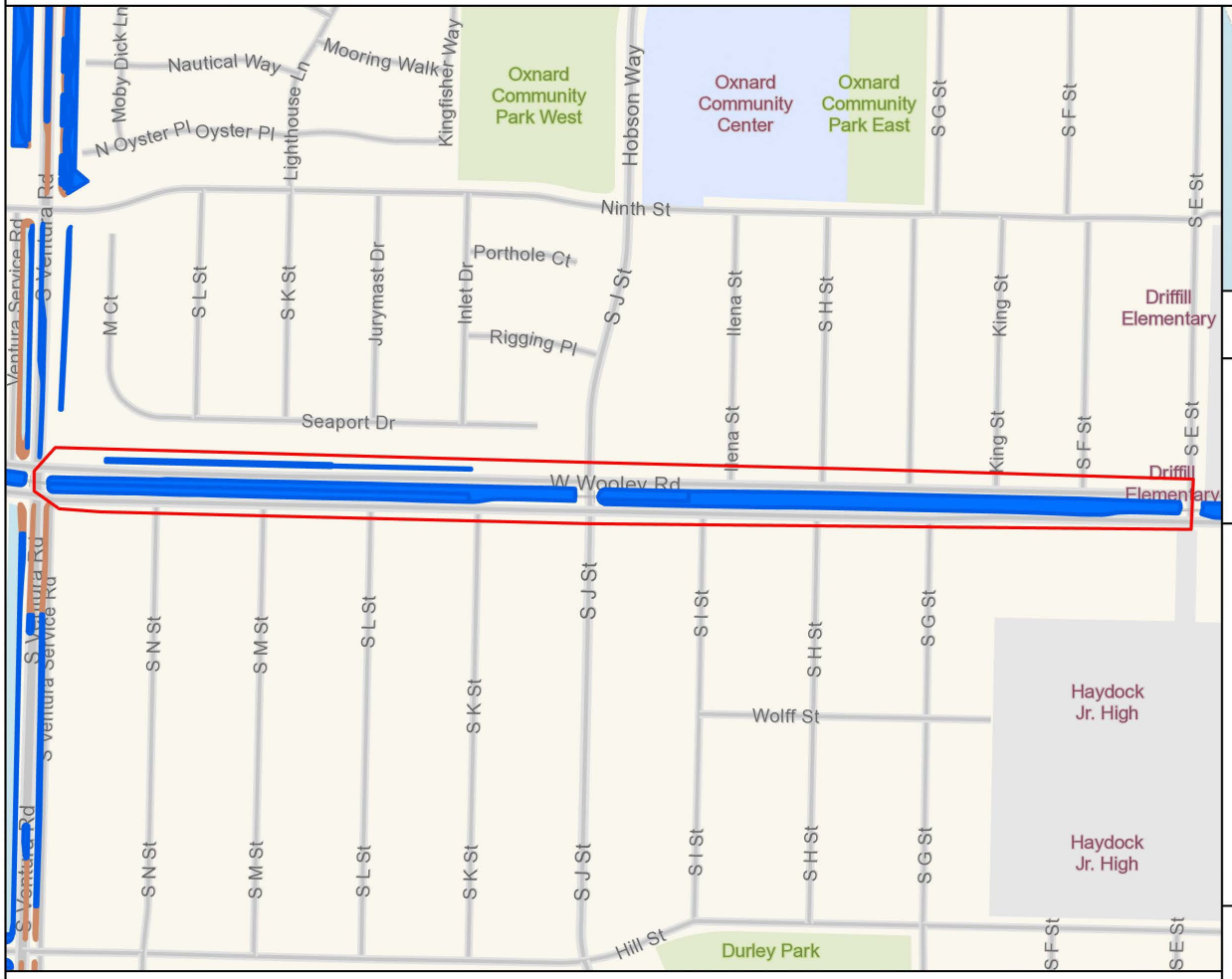
Work extent on this map
Contracted Landscape
Contracted Hardscape

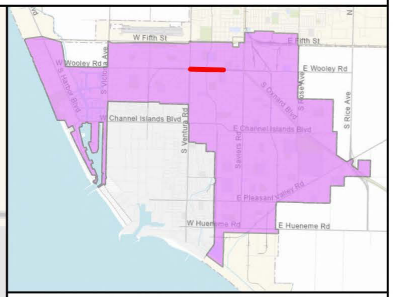
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 43 OF 50, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~147,640 SQ FT
~3.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

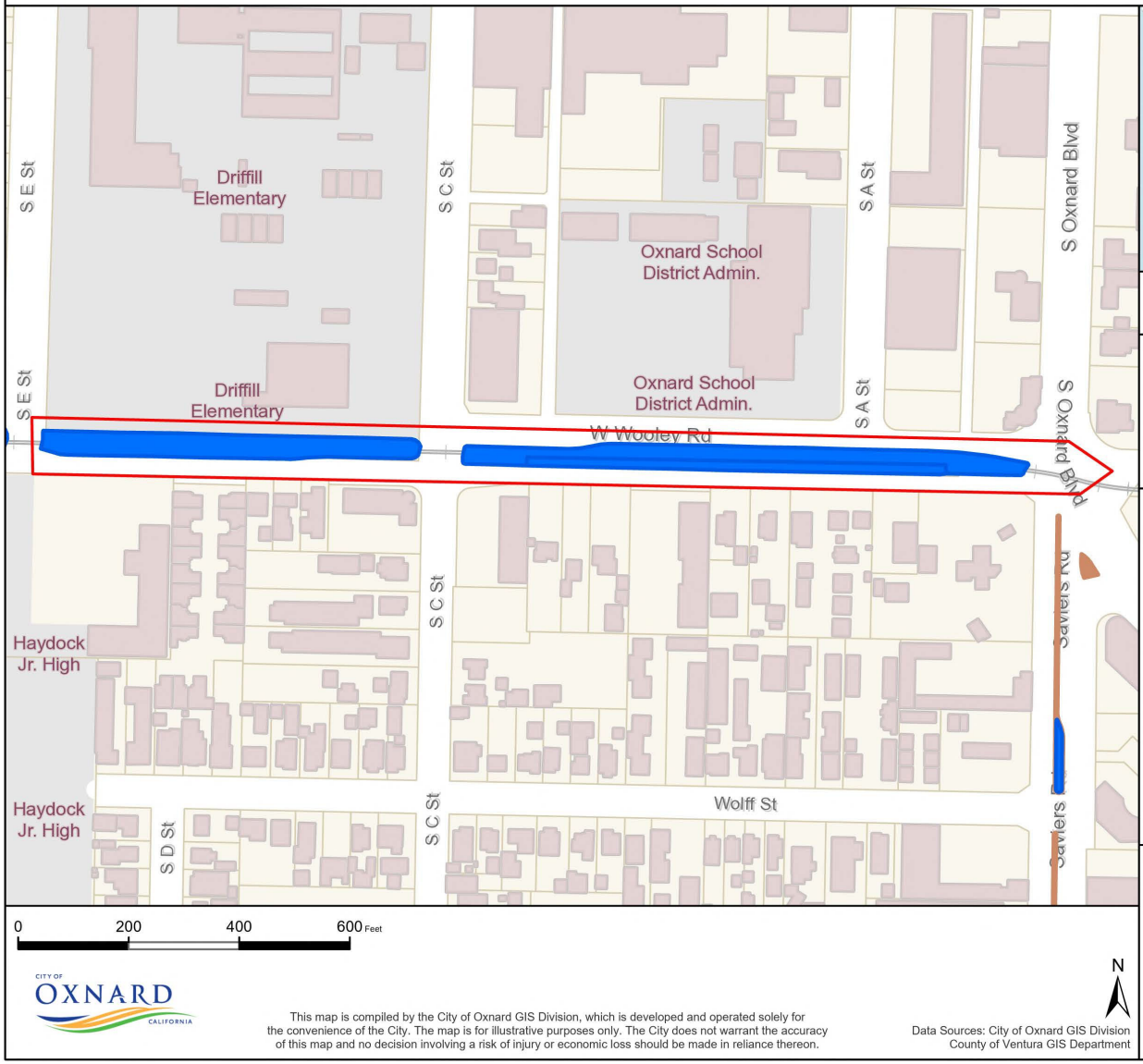
Work extent on this map
Contracted Landscape
Contracted Hardscape

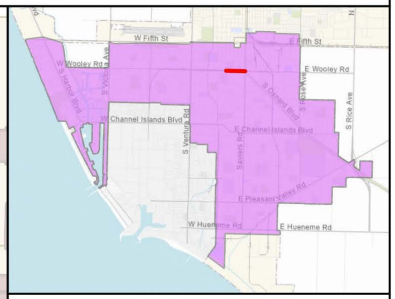
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 44 OF 50, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

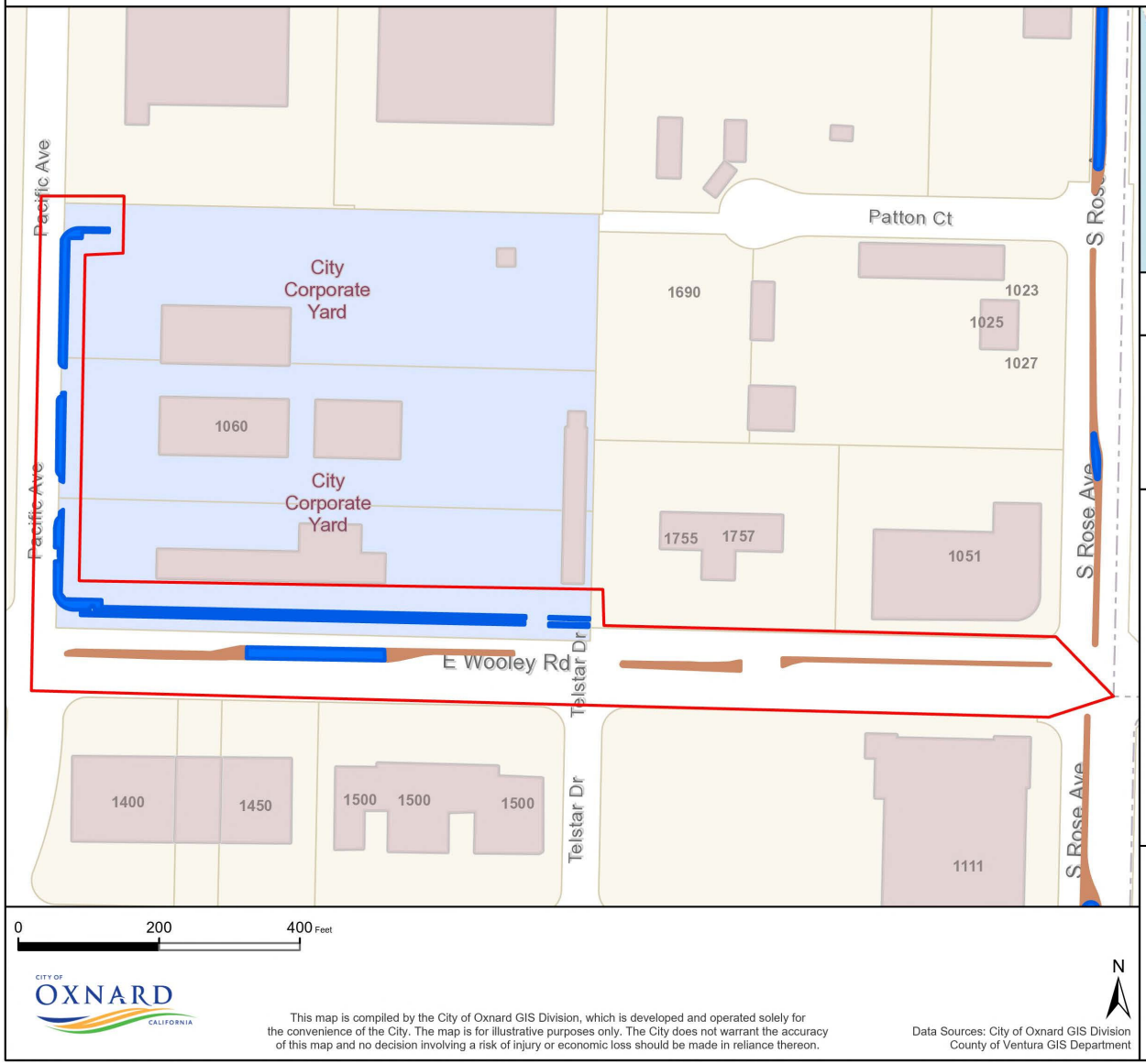
WORK TO BID ON THIS PAGE

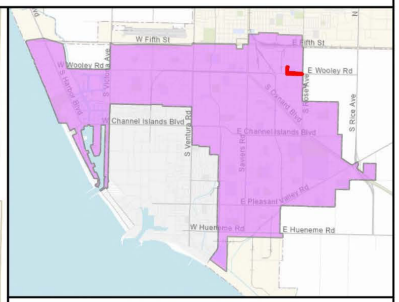
MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,678 SQ FT
~1.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 45 OF 50, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

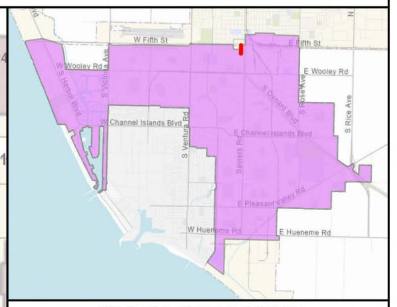
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,063 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 46 OF 50, A ST SOUTH 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

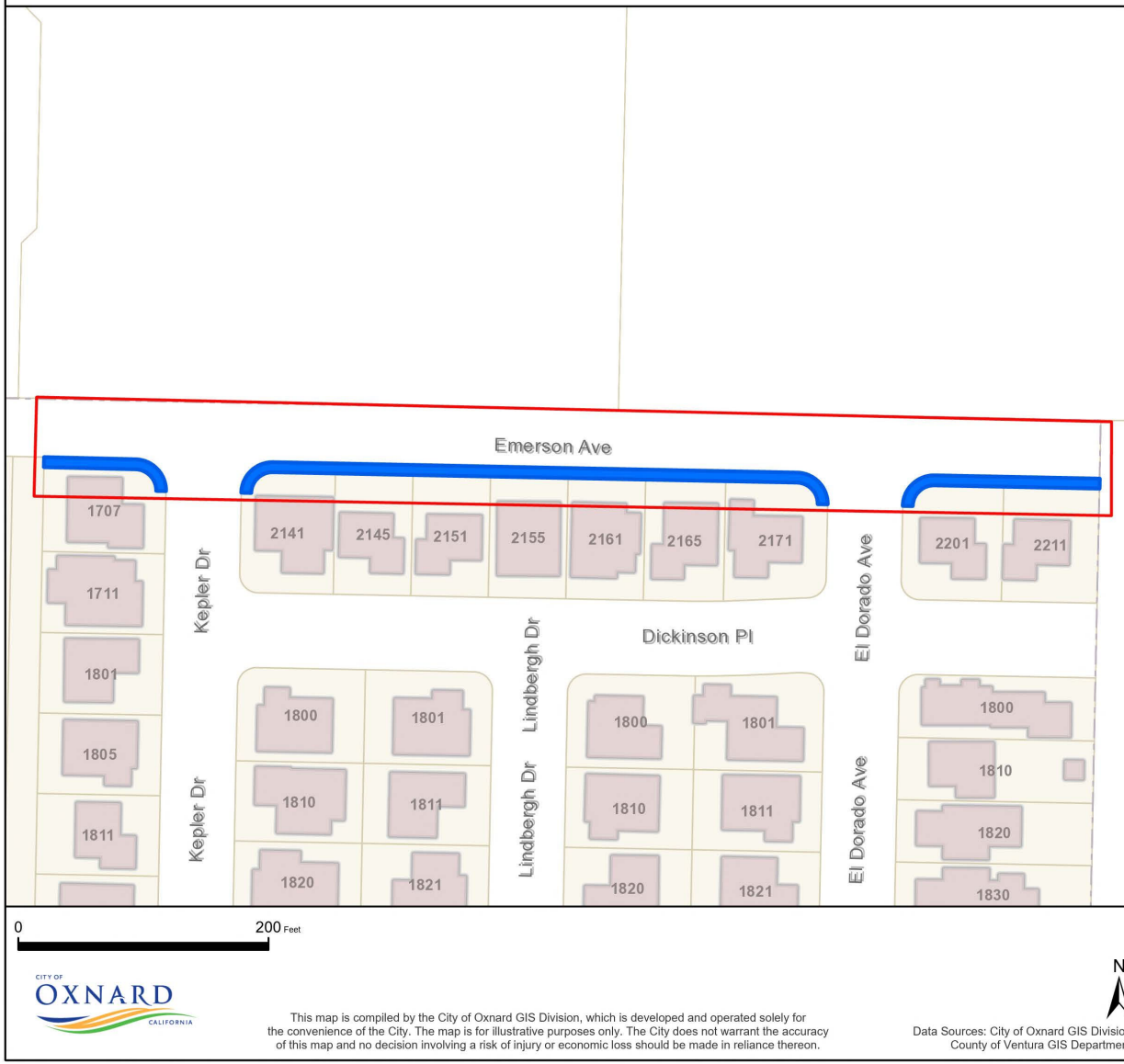
WORK TO BID ON THIS PAGE

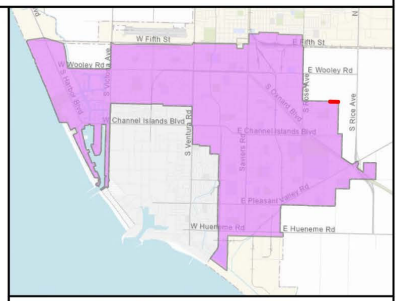
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 47 OF 50, EMERSON





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

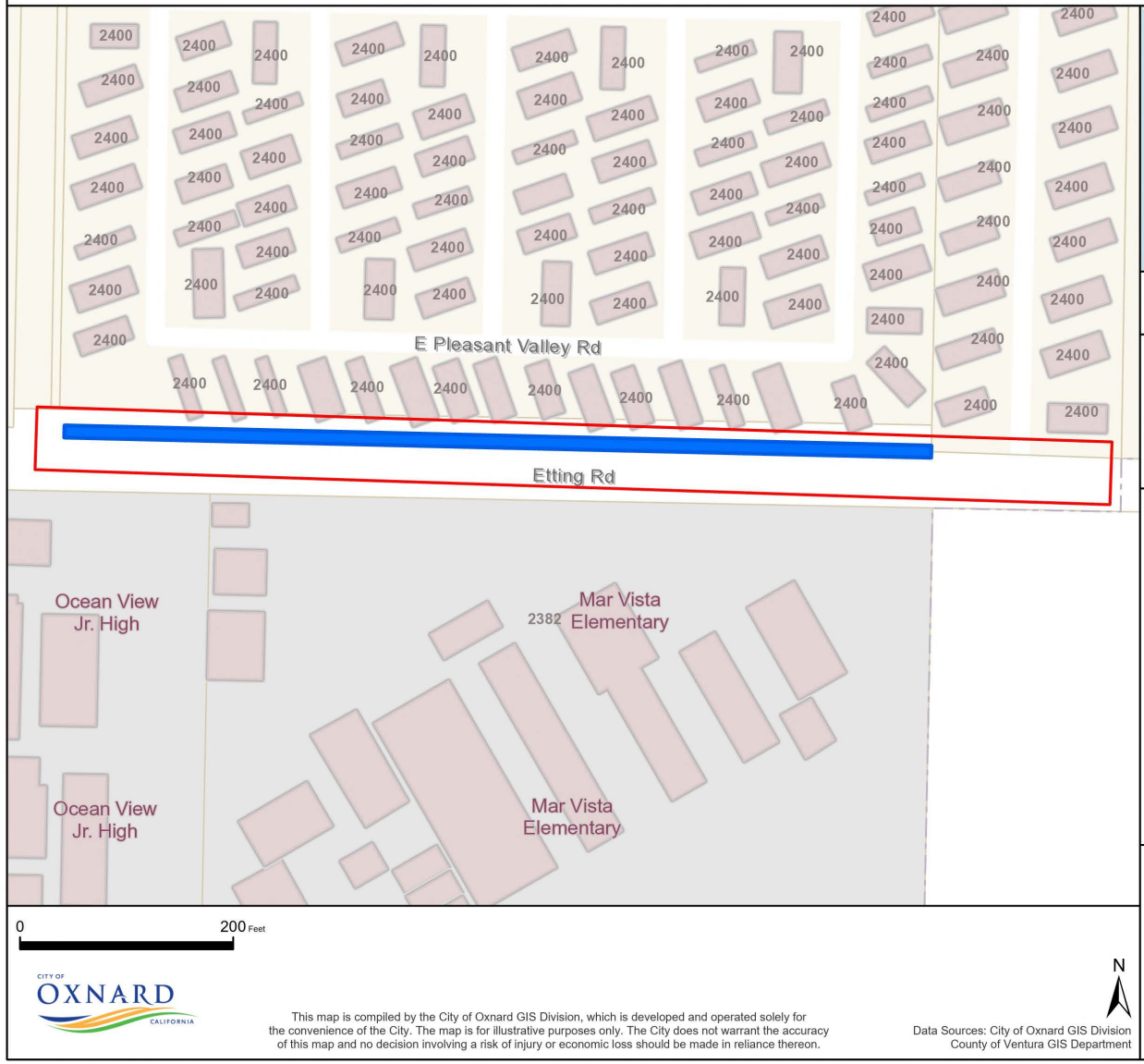
WORK TO BID ON THIS PAGE

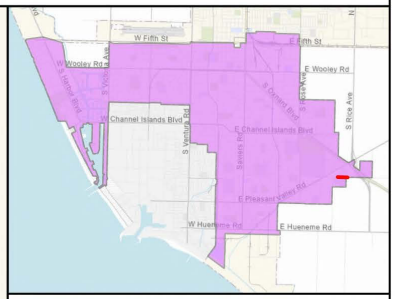
MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 48 OF 50, ETTING





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

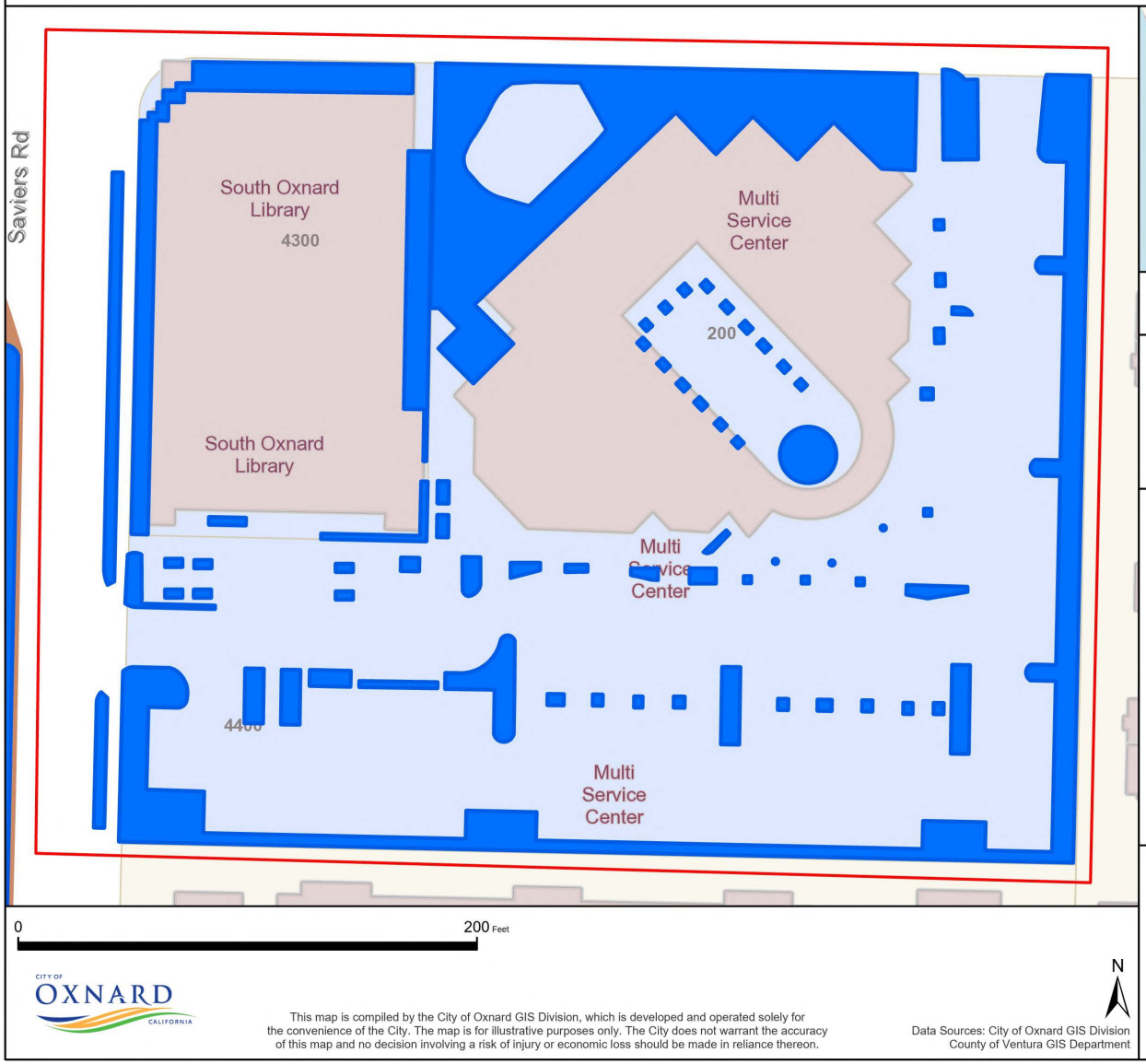
WORK TO BID ON THIS PAGE

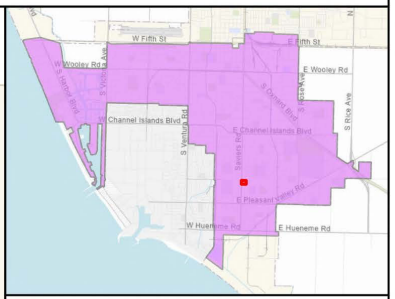
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 49 OF 50, MULTI-SERVICE CENTER





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

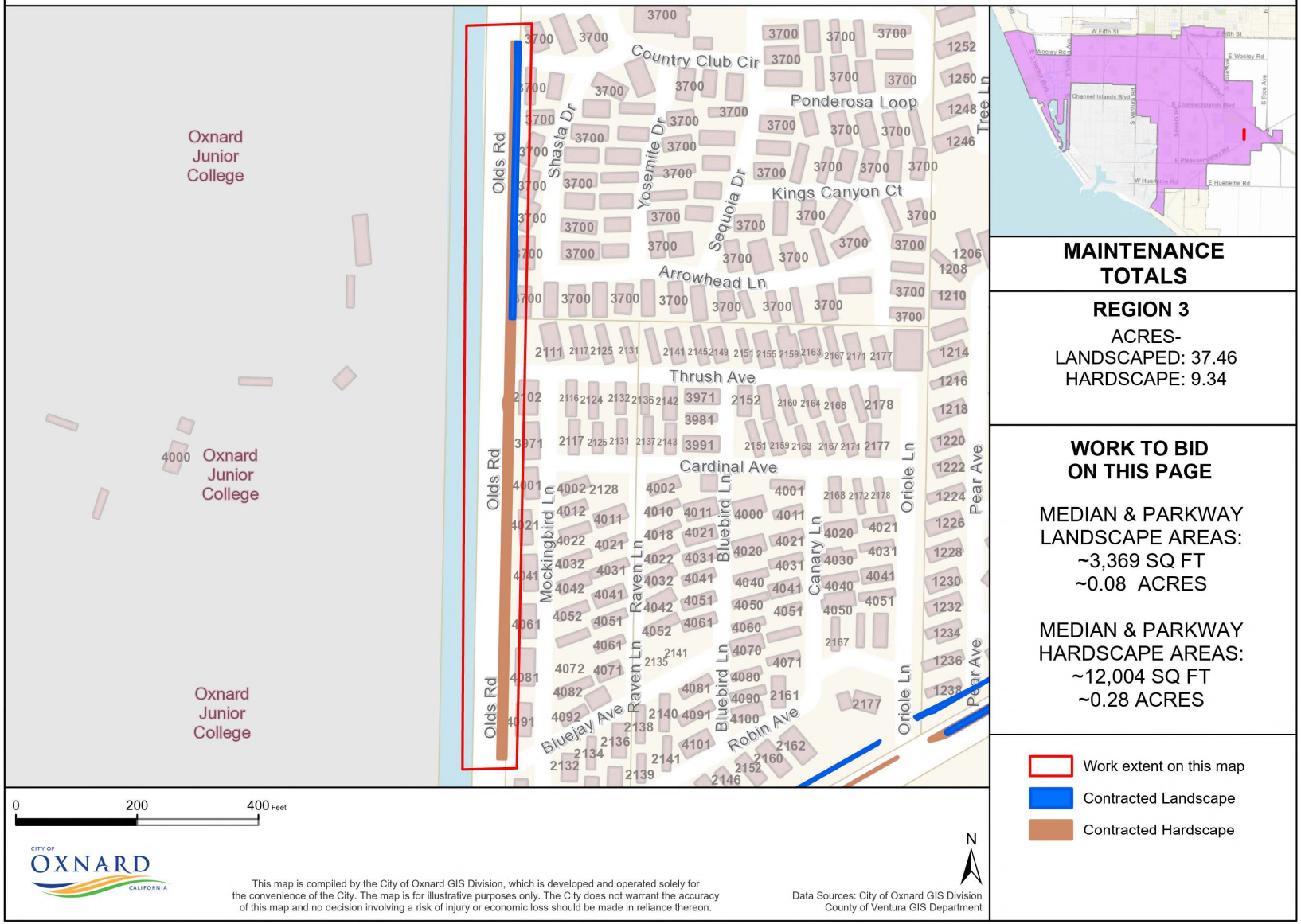
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,636 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 50 OF 50, OLDS



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,004 SQ FT
~0.28 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

RFB #25-61 Streets and Median Landscape Maintenance

	Garcia Landscaping	*GreenCoast Landscapes*	*JAS Landscape*	*Mariposa Landscapes*	*Natural Green Landscape*	*SGD dba Four Seasons*
Item Description	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**
Region 1 (Weekly)	$ 60,375.00	$ 39,960.00	$ 97,290.00	$ 53,715.00	$ 44,249.00	$ 66,000.00
Region 2 (Weekly)	$ 59,854.00	$ 44,950.00	$ 108,070.00	$ 58,900.00	$ 48,763.00	$ 73,000.00
Region 3 (Weekly)	$ 59,948.00	$ 36,880.00	$ 99,640.00	$ 58,369.00	$ 45,631.00	$ 69,000.00
Total Monthly Cost	$ 180,177.00	$ 121,790.00	$ 305,000.00	$ 170,984.00	$ 138,643.00	$ 208,000.00

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

	Monthly Cost
Twice Monthly Service Region 2 Areas	$71,807.72
Non-Selective herbicide applicate	$1,800/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 1

	Monthly Cost
Twice Monthly Service Region 1 Areas	$69,310
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 3

	Monthly Cost
Twice Monthly Service Region 3 Areas	$74,935
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

Three Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes

City Council
May 6, 2025

Brandon Lopez
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

BACKGROUND

- Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of fifteen full-time Groundworker I/II positions from the Public Works Department.

- After the passing of Measure E, in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor.

- This allowed the remaining maintenance staff the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine contract maintenance, as well as street landscape improvements, renovating landscapes, and repairing and modernizing the irrigation systems.

BACKGROUND

- To provide equal levels of service, the City was divided into three contract areas (regions) consisting of an approximately equal amount of landscaping and solicited bids for each contract area.

- In addition to providing equal levels of service, having three contract areas also provides flexibility to solicit a new contractor for one of the agreements, in the event of the contractor underperforming in that region, without disrupting services in the other contract areas of the City.

- On June 29, 2021, the City Council approved two Agreements to Garcia's Landscapes as the lowest responsive bidder for regions 1 and 3 and an agreement to Mariposa Landscapes, Inc. as the lowest responsive bidder for region 2.

BACKGROUND

- The original not-to-exceed amount for all three Agreements was $6,025,000 for the three-year terms ending June 30, 2024.
- Each of the Agreements was amended by the City Council in 2022 to increase the levels of service to twice per month and then, in 2024, extend each term for an additional year.
- The three Street and Median Landscape Maintenance Agreements will expire on June 30, 2025.
- The not-to-exceed amount for all three Agreements during the four-year terms is $9,967,000, with an estimated final expense of $9,624,276 for the service performed.

- The final monthly rates for services in each region:

Region	Contractor/Agreement	Final Monthly Cost
1	Garcia's A-8344	$69,310*
2	Mariposa A-8345	$71,808*
3	Garcia's A-8346	$74,935*
	TOTAL MONTHLY	**$216,053***

* These are the adjusted rates that were changed in July 2022 for additional maintenance areas within each region and increasing the maintenance frequency from once per month to twice per month.

DISCUSSION

- On December 4, 2024, the City released a Request for Bid (RFB No. 25-61) for Landscape Maintenance Services within City Street and Median Landscapes.
- Outreach efforts included direct notifications to five vendors, publications on www.PublicPurchase.com, and posting on the City's Purchasing website.
- The City solicited a bid for each of the three regions.
- The three Agreements provide weekly services for arterial street landscape maintenance that include; some turf management, shrub and groundcover pruning, hardscape maintenance, litter and debris removal, weed control, minor tree care, and "Additional Services".

DISCUSSION

- The “Additional Services” for all three Agreements provide additional contract capacity and flexibility for on-call landscape maintenance and debris removal services, that are outside of the scheduled routine maintenance services.

- These additional services will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds.

- The City currently uses multiple agreements with different vendors to complete on-call landscape services.

- As these Agreements expire, consolidating these services into newly awarded landscape agreements will increase efficiency, along with eliminating the time required to solicit for these on-call services.

DISCUSSION

- The “Additional Services” are budgeted at 50% of each fiscal year.
- However, there is no guarantee to the contractor that these services will be requested or performed.
- Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.
- On December 11, 2024, the City held a mandatory job walk with potential bidders.
- This allowed Staff to clarify any questions from the contractors and go over the expectations of the Scope of Services that provide weekly maintenance services throughout the street landscapes.

DISCUSSION

- Seven contractors attended the job walk.
- The deadline for proposal submission was January 7, 2025 and the City received a total of six proposals.
- GreenCoast Landscapes Inc. (“GreenCoast”) provided the lowest responsible bid for each of the three contract areas.

- The monthly bid amounts from each contractor to provide services in all three regions of the Street and Median Landscape Maintenance are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$121,790
Natural Green Landscape	$138,643
Mariposa Landscapes	$170,984
Garcia's Landscape	$180,177
Four Seasons	$208,000
JAS Landscape	$305,000

*The total monthly bid amount from GreenCoast for weekly service is $94,263 less per month than the current agreements for twice monthly-service.

DISCUSSION

- On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements as stated in the contract documents.

- Staff has confirmed that GreenCoast Landscapes Inc. meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

- Additionally, GreenCoast currently has an agreement with the City that provides landscape services for Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center.

DISCUSSION

- Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement.

- Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

FINANCIAL IMPACT

- The total cost for all three Agreements with GreenCoast Landscapes Inc. shall not exceed $11,640,000 during the maximum five-year term if extended all years.

- Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process.

- The not-to-exceed amount for year one provides capacity for “Additional Services” to perform on-call landscape tasks as well as modifying the service frequencies.

FINANCIAL IMPACT

- These services will only be authorized by staff through Task Orders for additional site visits, landscape maintenance, debris control, and weather events within the specified Scope of Services.

- The agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at the maximum 3% per year, if authorized by the City.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.4

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

Agreement 32500408 for a total amount not to exceed $913,000;
Agreement 32500409 for a total amount not to exceed $822,000;
Agreement 32500410 for a total amount not to exceed $1,827,000; and
Agreement 32500411 for a total amount not to exceed $1,008,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/mWyn_704h6Y

BACKGROUND

Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department. After the passing of Measure E, in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor. This allowed the eleven remaining Parks Maintenance staff members the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine maintenance, as well as park facility improvements, renovating landscapes, and repairing and modernizing the irrigation systems. To provide equal levels of service for the routine park maintenance, the City was divided into four contract areas consisting of eight parks in three of the contract areas and nine parks in one contract area. On June 29, 2021, the City Council approved Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The scope of work for these Agreements provides basic routine mowing and debris removal within the General Fund parks. The total cost for all four Agreements was $2,405,000 for the three-year terms ending June 30, 2024.

In September 2022, the City bid and entered into a fifth Agreement (A-8483) with Mariposa for additional landscape services throughout all four park contract areas that included additional trash and debris removal outside of the landscaped areas within the parks, trash can services, weed removal, fertilization, and “Additional Services”. The original total for this Agreement for additional services was a not-to-exceed total amount of $758,919 for a term ending June 30, 2024, and was approved by the Council on September 6, 2022.

On May 21, 2024, the City Council approved Amendments for all five park landscape Agreements to increase the not-to-exceed value from $3,163,919 to $4,175,880 to cover the park maintenance services through June 30, 2025. This table shows the final monthly rates for the services in each region, along with the additional services Agreement:

Region	Contractor / Agreement	Final Monthly Cost
1	Mariposa A-8339	$12,268
2	Mariposa A-8340	$11,094
3	Mariposa A-8341	$25,820
4	Mariposa A-8342	$14,286
Additional Services	Mariposa A-8483	$29,532
	TOTAL MONTHLY	**$93,000**

DISCUSSION

On December 4, 2024, the City released a Request for Bid (RFB 25-62) for Landscape Maintenance Services in General Fund parks. Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The proposed Agreements include turf management, shrub and ground cover pruning, hardscape cleaning, litter and debris removal, weed control, minor tree care, and the capacity for "Additional Services".

The "Additional Services" contained within each of these Agreements are for landscape tasks that are outside of the scheduled maintenance scope of work for the General Fund parks. The City currently uses multiple agreements with various landscape contractors to perform on-call landscape services throughout the City. The fifth park maintenance Agreement with Mariposa, for on-call landscape maintenance services, will also expire in June 2025. Therefore, staff has been consolidating these on-call landscape services into newly awarded landscape agreements. This will increase efficiency and eliminate the time required to solicit for new on-call landscape services. These "Additional Services" will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds. The current annual cost for the park's "Additional Services" Agreement is $354,384 per year.

The "Additional Services" services for these new General Fund Park Maintenance Agreements are budgeted for each fiscal year. For the first year, the "Additional Services" for all four Agreements total $322,839 ($31,535 less than the current Agreement). However, there is no guarantee to the contractor that these services will be requested or performed. Payment for "Additional Services" will only be paid after a Task Order is issued by staff and the requested service has been completed.

On December 11, 2024, the City held a mandatory job walk with the potential bidders. This allowed Staff to go over the expectations of the Scope of Services and provide clarification to contractors. Seven contractors attended the job walk. The deadline for proposal submissions was January 7, 2025, and the City received a total of seven proposals. GreenCoast Landscapes Inc. ("GreenCoast") provided the lowest responsible bid in each of the four contract areas (Agreements). The monthly bid amounts from each contractor, to provide weekly services within all four park areas, are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$44,839.00*
Garcia's Landscape	$51,688.00*
Natural Green Landscape	$56,675.00*

Elite Maintenance	$61,627.00*
Four Seasons	$66,400.00*
JAS Landscape	$79,240.00*
Mariposa Landscapes	$90,895.99*

*Each contractor bid lower than the cost for the current Agreements, including the "Additional Services" Agreement.

On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements, as stated in the contract documents. Staff has confirmed that GreenCoast meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center. Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

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 all four Agreements with GreenCoast Landscapes Inc. shall not exceed $4,570,000 during the five-year terms. Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process. The not-to-exceed amount includes capacity for "Additional Services" for on-call landscaping services and increasing service frequencies. These services will only be authorized by staff through Task Orders. The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at the maximum of 3% per year, if authorized by the City.

Region	Account	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
32500408 Region 1	1013301-53200	$ 108,000	$ 111,000	$ 115,000	$ 118,000	$ 119,000	**$ 571,000**
Additional Services Region 1	1013301-53200	$ 65,000	$ 67,000	$ 69,000	$ 71,000	$ 70,000	**$ 342,000**
32500409 Region 2	1013301-53200	$ 97,000	$ 100,000	$ 103,000	$ 106,000	$ 108,000	**$ 514,000**
Additional Services Region 2	1013301-53200	$ 59,000	$ 60,000	$ 62,000	$ 64,000	$ 63,000	**$ 308,000**
32500410 Region 3	1013301-53200	$ 216,000	$ 222,000	$ 229,000	$ 236,000	$ 239,000	**$ 1,142,000**
Additional Services Region 3	1013301-53200	$ 130,000	$ 134,000	$ 138,000	$ 142,000	$ 141,000	**$ 685,000**

32500411 Region 4	1013301-53200	$ 119,000	$ 122,000	$ 126,000	$ 130,000	$ 131,000	**$ 628,000**
Additional Services Region 4	1013301-53200	$ 72,000	$ 75,000	$ 76,000	$ 78,000	$ 79,000	**$ 380,000**
	Total	**$866,000**	**$891,000**	**$918,000**	**$945,000**	**$950,000**	**$ 4,570,000***

*This is the not-to-exceed amount for the new five-year Agreements. The not-to-exceed amount for the current four-year Agreements is $4,175,880.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500408 GreenCoast Landscapes Inc - Parks Region 1
2. Agreement 32500409 GreenCoast Landscapes Inc - Parks Region 2
3. Agreement 32500410 GreenCoast Landscapes Inc - Parks Region 3
4. Agreement 32500411 GreenCoast Landscapes Inc - Parks Region 4
5. 25-62 Parks Landscape Maintenance Tabulation Sheet
6. Prior Agreements - Rates & Cost Exhibits
7. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for landscape maintenance for City Parks (Region 1).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $913,000.00

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
Exhibit F: Citation Form
Exhibit G: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit F.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. 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.

29. 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.

30. [RESERVED]

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit G**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.

ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.
iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety

of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service

Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2".

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings, and structures are free of all weeds.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs

shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.

vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.

viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.

ix. All pruning debris shall be removed from the site at the Service Provider's expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9') feet above right-aways and thirteen (13') feet above streets shall be proactively removed.

ii. All debris from pruning shall be removed from the site and disposed of.

iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.

ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.

xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.
    a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
    b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
    c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The

straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 1 (Weekly)	$ 8,968.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Top Dressing	$ 350.00 /1000 sq ft
Overseeding	$ 250.00 /1000 sq ft
Fertilizing	$ 100.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Weed Control	$ 100.00 /1000 sq ft
Reel Mowing	$ 75.00 /1000 sq ft
Rotary Mowing	$ 60.00 /1000 sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Landscape renovation	$ 8.75 /sq ft
Turf Renovation	$ 4.00 /sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

Exhibit INS-D

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	LIABILITY LIMITS IN THOUSANDS $ 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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

WILSON SENIOR CENTER

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

PLAZA PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

CONNELLY PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

SOUTHBANK PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

ORCHARD PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

SIERRA LINDA PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

EASTWOOD PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

CABRILLO PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

FREMONT TOT PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for landscape maintenance for City Parks (Region 2).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $822,000.00

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
Exhibit F: Citation Form
Exhibit G: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit F.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. 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.

29. 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.

30. [RESERVED]

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit G**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.

ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.
iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of

their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2".

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings, and structures are free of all weeds.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.

ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. "Natural" areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.

viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider's expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9') feet above right-aways and thirteen (13') feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.

v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of

each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.

xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.

xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16%

nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified	
Region 2 (Weekly)	$ 8,071.00	/Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Top Dressing	$ 350.00	/1000 sq ft
Overseeding	$ 250.00	/1000 sq ft
Fertilizing	$ 100.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Weed Control	$ 100.00	/1000 sq ft
Reel Mowing	$ 75.00	/1000 sq ft
Rotary Mowing	$ 60.00	/1000 sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Landscape renovation	$ 8.75	/sq ft
Turf Renovation	$ 4.00	/sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

Exhibit INS-D

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

RIO LINDO PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

THOMPSON PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

COLONIA PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



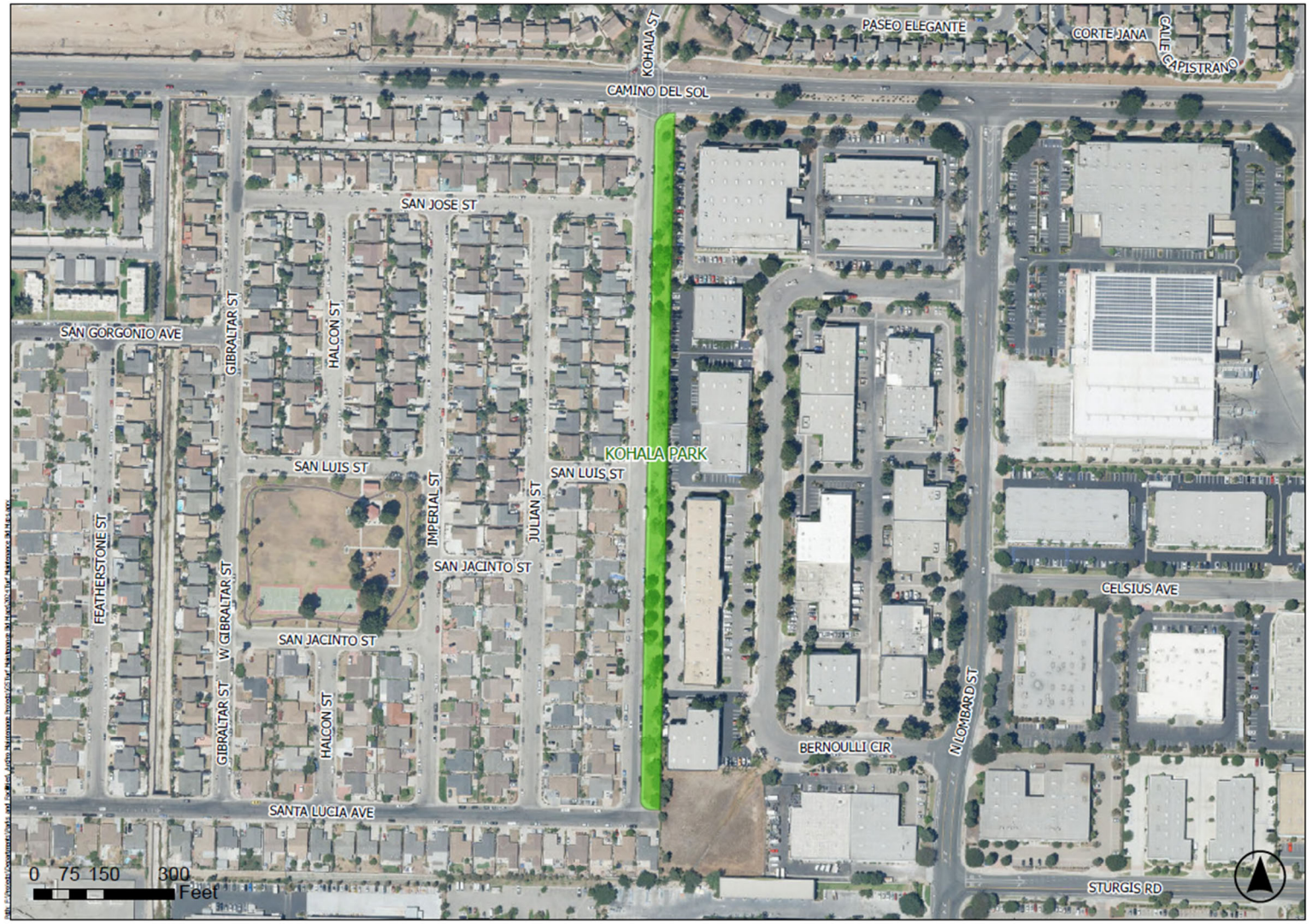
CITY OF OXNARD CALIFORNIA

DEL SOL PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

KOHALA PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for landscape maintenance for City Parks (Region 3).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $1,827,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. 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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit H**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.
xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2”.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider’s Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings, and structures are free of all weeds.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.

v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9’) feet above right-aways and thirteen (13’) feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified	
Region 3 (Weekly)	$ 17,936.00	/Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Top Dressing	$ 350.00	/1000 sq ft
Overseeding	$ 250.00	/1000 sq ft
Fertilizing	$ 100.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Weed Control	$ 100.00	/1000 sq ft
Reel Mowing	$ 75.00	/1000 sq ft
Rotary Mowing	$ 60.00	/1000 sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Landscape renovation	$ 8.75	/sq ft
Turf Renovation	$ 4.00	/sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

Exhibit INS-D

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

OXNARD

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD COMMUNITY PARK EAST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

DURLEY PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

BECK PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD COMMUNITY PARK WEST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SOUTHWEST COMMUNITY PARK EAST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SEA AIR PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SEAVIEW PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

VIA MARINA PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD BEACH PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SOUTHWEST COMMUNITY PARK WEST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



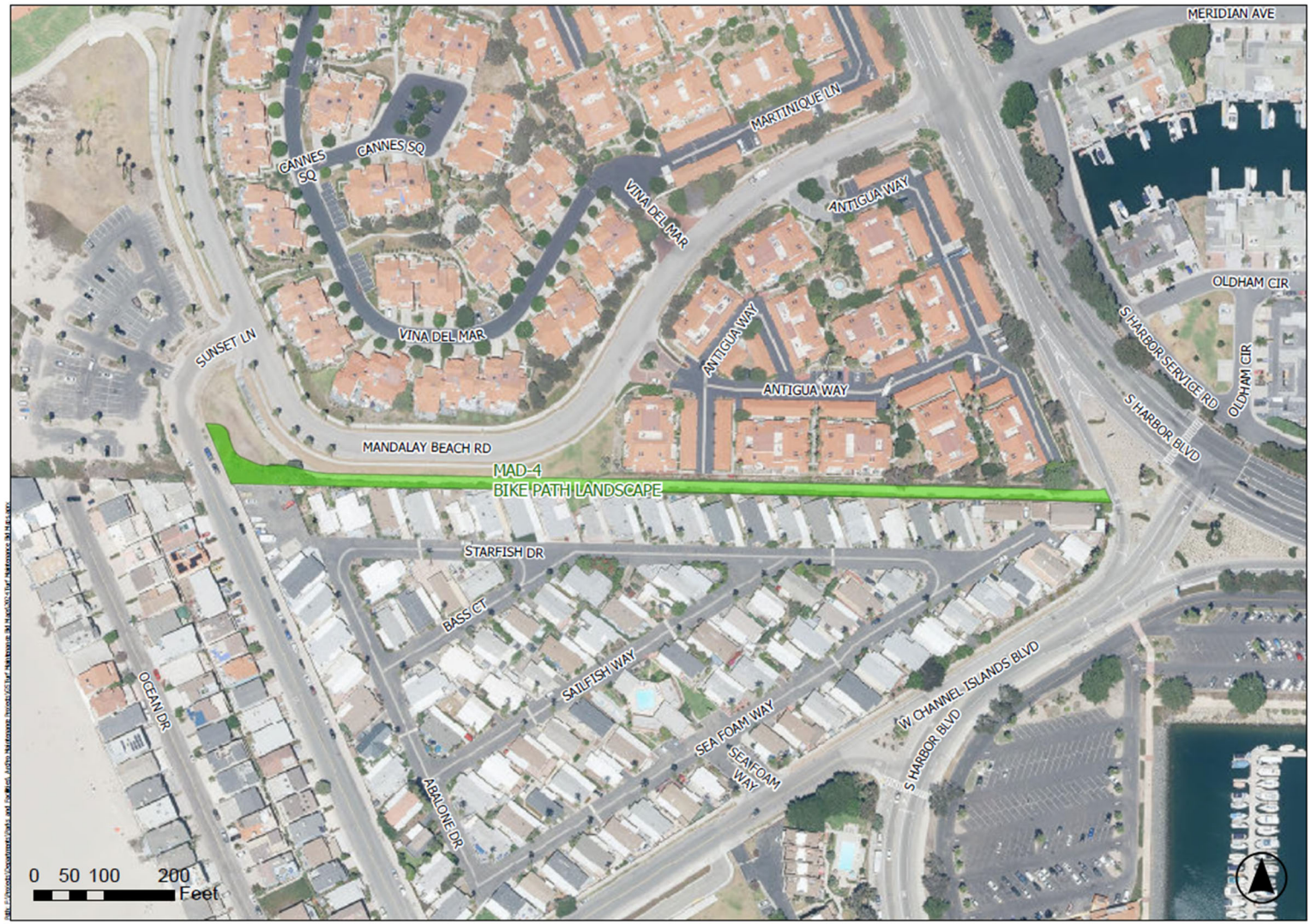
CITY OF OXNARD CALIFORNIA

MARINA WEST PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

MAD-4 BIKE PATH LANDSCAPE

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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. This Agreement is for landscape maintenance for City Parks (Region 4).

2. PARTIES.

CITY OF Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

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 13 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 22 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: $1,008,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

11. 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: **pwinvoices@oxnard.org**.

12.2 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.

12.3 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.

12.4 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.

13. 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.**

14. 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.

15. 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 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

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. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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.

27. 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

28.2. 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

28.3. 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.

28.4. 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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit H**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.
xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2”.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider’s Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings, and structures are free of all weeds.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.

v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9’) feet above right-aways and thirteen (13’) feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified	
Region 4 (Weekly)	$ 9,864.00	/Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Top Dressing	$ 350.00	/1000 sq ft
Overseeding	$ 250.00	/1000 sq ft
Fertilizing	$ 100.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Weed Control	$ 100.00	/1000 sq ft
Reel Mowing	$ 75.00	/1000 sq ft
Rotary Mowing	$ 60.00	/1000 sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Landscape renovation	$ 8.75	/sq ft
Turf Renovation	$ 4.00	/sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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.

[SEE NEXT PAGES]

Exhibit INS-D

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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

Exhibit INS-D

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

LATHROP PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

CARTY PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

JOHNSON CREEK PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

COLLEGE ESTATES PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

SOUTHWINDS PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

LEMONWOOD PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

PLEASANT VALLEY PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

GARDEN CITY ACRES PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

RFB #25-62 Parks Landscape Maintenance

	EMTS dba Elite Maintenance	*Garcia Landscaping*	*GreenCoast Landscapes*	*JAS Landscape*	*Mariposa Landscapes*	*Natural Green Landscape*	*SGD dba Four Seasons*
Item Description	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**
Region 1 (Weekly)	$ 12,776.00	$ 11,000.00	$ 8,968.00	$ 16,500.00	$ 17,113.08	$ 11,895.00	$ 13,500.00
Region 2 (Weekly)	$ 11,229.00	$ 10,500.00	$ 8,071.00	$ 12,070.00	$ 14,055.68	$ 8,990.00	$ 12,500.00
Region 3 (Weekly)	$ 24,153.00	$ 18,688.00	$ 17,936.00	$ 33,430.00	$ 43,458.20	$ 21,895.00	$ 25,200.00
Region 4 (Weekly)	$ 13,469.00	$ 11,500.00	$ 9,864.00	$ 17,240.00	$ 16,269.03	$ 13,895.00	$ 15,200.00
Total Monthly Cost	**$ 61,627.00**	**$ 51,688.00**	**$ 44,839.00**	**$ 79,240.00**	**$ 90,895.99**	**$ 56,675.00**	**$ 66,400.00**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 1

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Cabrillo Park	Weekly	$ 1,691.00	Every Other Week	$1,334.30	Every Three weeks	$ 989.09	Monthly	$ 861.49
Connelly Park	Weekly	$ 603.00	Every Other Week	$ 475.80	Every Three weeks	$ 352.70	Monthly	$ 307.20
Eastwood Park	Weekly	$ 1,234.00	Every Other Week	$ 973.70	Every Three weeks	$ 721.78	Monthly	$ 628.67
Fremont Tot Park	Weekly	$ 142.00	Every Other Week	$ 112.05	Every Three weeks	$ 83.06	Monthly	$ 72.34
Orchard Park	Weekly	$ 2,955.00	Every Other Week	$2,331.67	Every Three weeks	$1,728.42	Monthly	$1,505.44
Rio Lindo Park	Weekly	$ 2,064.00	Every Other Week	$1,628.62	Every Three weeks	$1,207.26	Monthly	$1,051.51
Sierra Linda Park	Weekly	$ 1,626.00	Every Other Week	$1,283.01	Every Three weeks	$ 951.07	Monthly	$ 828.37
South Bank Park	Weekly	$ 1,654.00	Every Other Week	$1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 2

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Colonia Park	Weekly	$ 1,764.00	Every Other Week	$ 1,391.90	Every Three weeks	$ 1,031.79	Monthly	$ 898.68
Community Center Park East	Weekly	$ 1,778.00	Every Other Week	$ 1,402.95	Every Three weeks	$ 1,039.98	Monthly	$ 905.81
Community Center West Park	Weekly	$ 1,773.00	Every Other Week	$ 1,399.00	Every Three weeks	$ 1,037.05	Monthly	$ 903.26
Del Sol (East Park and Stadium)	Weekly	$ 3,581.00	Every Other Week	$ 2,825.63	Every Three weeks	$ 2,094.57	Monthly	$ 1,824.36
Kohala Park	Weekly	$ 328.00	Every Other Week	$ 258.81	Every Three weeks	$ 191.85	Monthly	$ 167.10
Plaza Park	Weekly	$ 448.00	Every Other Week	$ 353.50	Every Three weeks	$ 262.04	Monthly	$ 228.24
Thompson Park	Weekly	$ 685.00	Every Other Week	$ 540.51	Every Three weeks	$ 400.67	Monthly	$ 348.98
Wilson Park	Weekly	$ 466.00	Every Other Week	$ 367.70	Every Three weeks	$ 272.57	Monthly	$ 237.41

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 3

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Beck Park	Weekly	$ 2,358.00	Every Other Week	$ 1,860.61	Every Three weeks	$ 1,379.23	Monthly	$ 1,201.29
Durley Park	Weekly	$ 2,122.00	Every Other Week	$ 1,674.39	Every Three weeks	$ 1,241.19	Monthly	$ 1,081.06
Marina West	Weekly	$ 1,838.00	Every Other Week	$ 1,450.29	Every Three weeks	$ 1,075.07	Monthly	$ 936.38
Oxnard Beach Park	Weekly	$ 3,212.00	Every Other Week	$ 2,534.46	Every Three weeks	$ 1,878.74	Monthly	$ 1,636.37
Sea Air Park	Weekly	$ 2,342.00	Every Other Week	$ 1,847.98	Every Three weeks	$ 1,369.87	Monthly	$ 1,193.14
Seaview Park	Weekly	$ 1,734.00	Every Other Week	$ 1,368.23	Every Three weeks	$ 1,014.24	Monthly	$ 883.39
Southwest Community Park	Weekly	$ 5,231.00	Every Other Week	$ 4,127.58	Every Three weeks	$ 3,059.68	Monthly	$ 2,664.96
Southwest Community Park Ext	Weekly	$ 1,654.00	Every Other Week	$ 1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64
Via Marina Park	Weekly	$ 3,616.00	Every Other Week	$ 2,853.24	Every Three weeks	$ 2,115.05	Monthly	$ 1,842.19

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 4

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Carty Park	Weekly	$ 1,075.00	Every Other Week	$ 848.24	Every Three weeks	$ 628.78	Monthly	$ 547.66
College Estates Park	Weekly	$ 1,772.00	Every Other Week	$ 1,398.22	Every Three weeks	$1,036.47	Monthly	$ 902.75
Garden City Acres	Weekly	$ 1,253.00	Every Other Week	$ 988.69	Every Three weeks	$ 732.90	Monthly	$ 638.35
Johnson Creek	Weekly	$ 2,427.00	Every Other Week	$ 1,915.05	Every Three weeks	$1,419.58	Monthly	$ 1,236.45
Lathrop Park	Weekly	$ 759.00	Every Other Week	$ 598.90	Every Three weeks	$ 443.95	Monthly	$ 386.68
Lemonwood Park	Weekly	$ 2,090.00	Every Other Week	$ 1,649.14	Every Three weeks	$ 1,222.47	Monthly	$ 1,064.76
Pleasant Valley	Weekly	$ 2,638.00	Every Other Week	$ 2,081.54	Every Three weeks	$ 1,543.00	Monthly	$ 1,343.94
Southwinds Park	Weekly	$ 1,924.00	Every Other Week	$ 1,518.15	Every Three weeks	$ 1,125.37	Monthly	$ 980.19

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

Rate Sheet for RFP-PW-22-104 Enhanced General Fund Park Maintenance. A-8483

	Park	Location/Address	Region	Acres	Sq Ft	Service Level A	Service Level B	S.L. "A" 2.50%	S.L "B" 2.50%	Service Level A New Price	Service Level B New Price
1	Beck Park	600 W Kamala	3	7.75	337,611	$ 1,819.00	$ 900.00	$ 45.48	$ 22.50	$ 1,864.48	$ 922.50
2	Cabrillo Park	1600 Ebony Drive	1	5.19	226,256	$ 966.00	$ 428.00	$ 24.15	$ 10.70	$ 990.15	$ 438.70
3	Carty Park	3900 S F Street	4	3.3	143,883	$ 937.00	$ 477.00	$ 23.43	$ 11.93	$ 960.43	$ 488.93
4	College Estate Park	1400 Gary Drive	4	5.58	243,090	$ 1,558.00	$ 804.00	$ 38.95	$ 20.10	$ 1,596.95	$ 824.10
5	Colonia Park	170 N Juanita Ave	2	5.42	236,017	$ 1,357.00	$ 670.00	$ 33.93	$ 16.75	$ 1,390.93	$ 686.75
6	Community Center Park East	800 Hobson Way	2	5.46	237,963	$ 1,702.00	$ 916.00	$ 42.55	$ 22.90	$ 1,744.55	$ 938.90
7	Community Center West Park	801 Hobson Way	2	5.45	237,304	$ 1,205.00	$ 629.00	$ 30.13	$ 15.73	$ 1,235.13	$ 644.73
8	Connelly Park	2101 Bevra	1	1.85	80,668	$ 783.00	$ 490.00	$ 19.58	$ 12.25	$ 802.58	$ 502.25
9	Del Sol Park	1500 Camino Del Sol	2	11	479,247	$ 2,383.00	$ 1,131.00	$ 59.58	$ 28.28	$ 2,442.58	$ 1,159.28
10	Durley Park	800W Hill Street	3	6.52	284,004	$ 1,434.00	$ 679.00	$ 35.85	$ 16.98	$ 1,469.85	$ 695.98
11	Eastwood Park	1401 N F Street	1	3.79	165,086	$ 1,636.00	$ 904.00	$ 40.90	$ 22.60	$ 1,676.90	$ 926.60
12	Fremont Tot Park	1130 N M Street	1	0.44	19,059	$ 320.00	$ 209.00	$ 8.00	$ 5.23	$ 328.00	$ 214.23
13	Garden City Acres Park	5302 Cypress Road	4	3.85	167,730	$ 1,199.00	$ 630.00	$ 29.98	$ 15.75	$ 1,228.98	$ 645.75
14	Johnson Creek Park	501 East Johnson Road	4	7.46	324,808	$ 1,547.00	$ 790.00	$ 38.68	$ 19.75	$ 1,585.68	$ 809.75
15	Kohala Park	Kohala Street	2	1.01	43,948	$ 403.00	$ 309.00	$ 10.08	$ 7.73	$ 413.08	$ 316.73
16	Lathrop Park	600 E Guava Street	4	2.33	101,599	$ 808.00	$ 432.00	$ 20.20	$ 10.80	$ 828.20	$ 442.80
17	Lemonwood Park	2055 E San Mateo Place	4	7.43	323,808	$ 1,482.00	$ 718.00	$ 37.05	$ 17.95	$ 1,519.05	$ 735.95
18	Marina West	1300 S Novato Drive	3	5.65	246,020	$ 1,258.00	$ 611.00	$ 31.45	$ 15.28	$ 1,289.45	$ 626.28
19	Neptune Park	Neptune Square		1.24	43,560	$ 157.00	$ 100.00	$ 3.93	$ 2.50	$ 160.93	$ 102.50
20	Orchard Park	2130 Edelweiss Street	1	9.08	395,507	$ 1,816.00	$ 835.00	$ 45.40	$ 20.88	$ 1,861.40	$ 855.88
21	Oxnard Beach Park	1601 S Harbor Blvd	3	10.1	439,855	$ 5,834.00	$ 3,634.00	$ 145.85	$ 90.85	$ 5,979.85	$ 3,724.85
22	Plaza Park	500 S C Street	2	1.38	59,939	$ 595.00	$ 330.00	$ 14.88	$ 8.25	$ 609.88	$ 338.25
23	Pleasant Valley Park	4501 Justin Way	4	8.11	353,077	$ 1,907.00	$ 977.00	$ 47.68	$ 24.43	$ 1,954.68	$ 1,001.43
24	Rio Lindo Park	841 Blanca Street	1	6.34	276,202	$ 2,289.00	$ 1,276.00	$ 57.23	$ 31.90	$ 2,346.23	$ 1,307.90
25	Sea Air Park	2011 Ninth Street	3	7.2	313,433	$ 1,844.00	$ 924.00	$ 46.10	$ 23.10	$ 1,890.10	$ 947.10
26	Seaview Park	1001 Offshore Street	3	5.33	232,122	$ 1,880.00	$ 1,010.00	$ 47.00	$ 25.25	$ 1,927.00	$ 1,035.25
27	Sierra Linda Park	1040 Indigo Place	1	5	217,585	$ 1,412.00	$ 718.00	$ 35.30	$ 17.95	$ 1,447.30	$ 735.95
28	South Bank Park	2610 Woodside Place	1	5.66	246,371	$ 1,233.00	$ 611.00	$ 30.83	$ 15.28	$ 1,263.83	$ 626.28
29	Southwest Community Park	2500 W 5th Street	3	18.39	801,157	$ 3,845.00	$ 1,801.00	$ 96.13	$ 45.03	$ 3,941.13	$ 1,846.03
30	Southwest Community Park Ext	2500 W 5th Street	3	5.08	221,402	$ 714.00	$ 272.00	$ 17.85	$ 6.80	$ 731.85	$ 278.80
31	Southwinds Park	455 W Clara Street	4	5.91	257,499	$ 1,618.00	$ 817.00	$ 40.45	$ 20.43	$ 1,658.45	$ 837.43
32	Thompson Park	201 N Imperial Street	2	2.1	91,636	$ 731.00	$ 390.00	$ 18.28	$ 9.75	$ 749.28	$ 399.75
33	Via Marina Park	3301 Keel Way	3	11.11	483,916	$ 2,199.00	$ 1,010.00	$ 54.98	$ 25.25	$ 2,253.98	$ 1,035.25
34	Wilson Park	350 N C Street	2	1.69	73,573	$ 1,273.00	$ 828.00	$ 31.83	$ 20.70	$ 1,304.83	$ 848.70
35	Add Level "B" services to 52 additional dog waste containers per proposal dated 9/18/2023					$ -	$ 1,412.00	$ -	$ 35.30	$ -	$ 1,447.30
				193.2	8,404,935	$ 52,144.00	$ 28,672.00	$1,303.60	$716.80	$ 53,447.60	$ 29,388.80

Additional Services	
Turf Aeration	$ 512.50/ per acre
Spot Seeding	$ 3,491.15 / per acre
4 Man Crew Hourly Rate	$ 200.90 / per hour

Total Price for a 6-Month Extension>> $ 320,685.60 $ 176,332.80

Task #	Task	Frequency	Service Level		Quantity	Price
			A	B		
	Turf Maintenance					
1a	Aerate	Bi-Annually	X		195 acres	$ 41,380.00
		Annually		X	195 acres	$ 20,690.00
1f	Spot Seeding	Yearly	X		Cost per acre with min of 15	$ 51,090.00
		As needed		X	Cost per acre	$ 3,406.00
	Ferilization					
1b	Turf	Bi-Annually	X		195 acres	$ 45,290.00
		Yearly		X	195 acres	$ 22,645.00
2c	Shrubs, Ground Cover, Vines	Yearly	X		Within Parks	$ 1,300.00
		As needed		X	Within Parks	$ 650.00
	Loose Litter & Debris Removal					
3a	Loose Litter & Debris Removal	2 Days per week	X		Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday	$ 37,583.00
		1 Day per week		X	Pick up and dispose of all	$ 18,792.00
	Trash Can Service					
3b	Trash Can Service	Daily	X		Check all trash can daily	$ 263,076.00
		4 Days per week		X	Check all trash can four	$ 167,088.00
	Weed Control					
1d & 2d	Control and eradication of all weeds within park boundaries to street gutter	Daily	X		Within Parks	$ 123,132.00
		4 Days per week		X	Within Parks	$ 70,361.00
	Pruning					
2a & 2b	Shrubs, Ground Cover, Vines	Monthly	X		Within parks	$ 31,512.00
		Quarterly		X	Within parks	$ 25,200.00

Additional Services		
Turf Aeration	$500.00	per acre
Spot Seeding	$3,406.00	per acre
4 Man Crew Hourly Rate	$196	per hour

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks

City Council
May 6, 2025

Brandon Lopez
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

1. Agreement 32500408 for a total amount not to exceed $913,000;
2. Agreement 32500409 for a total amount not to exceed $822,000;
3. Agreement 32500410 for a total amount not to exceed $1,827,000; and
4. Agreement 32500411 for a total amount not to exceed $1,008,000.

BACKGROUND

- Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department.

- After the passing of Measure E in November 2020, staff created a plan for restoring maintenance of the citywide streets, landscapes, and parks. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor.

- This allowed the eleven remaining Parks Maintenance staff members the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine maintenance, as well as park facility improvements, renovating landscapes, and repairing and modernizing the irrigation systems.

BACKGROUND

- To provide equal level of service for the park maintenance, the City was divided into four contract areas consisting of eight parks in three of the contract areas and nine parks in one contract area.

- On June 29, 2021, the City Council approved Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area.

- The scope of work for these Agreements provides basic routine mowing and debris removal within the General Fund parks. The total cost for all four Agreements was $2,405,000 for the three-year terms ending June 30, 2024.

BACKGROUND

- In September of 2022, the City bid and entered into a fifth Agreement (A-8483) with Mariposa for additional landscape services throughout all four park contract areas, that included additional trash and debris removal outside of the landscaped areas of the parks, trash can services, weed removal, fertilization, and “Additional Services”.

- The original total for this Agreement for “Additional Services” was not-to-exceed the total amount of $758,919 for a term ending June 30, 2024 and was approved by Council on September 6, 2022.

- On May 21, 2024, the City Council approved the Amendments for all five park landscape Agreements to increase the not-to-exceed value from $3,163,919 to $4,175,880 to cover the park maintenance services through June 30, 2025.

- This table shows the final monthly rates for the services in each region along with the additional services Agreement:

Region	Contractor/Agreement	Final Monthly Cost
1	Mariposa A-8339	$12,268
2	Mariposa A-8340	$11,094
3	Mariposa A-8341	$25,820
4	Mariposa A-8342	$14,286
Additional Service	Mariposa A-8483	$29,532
	TOTAL MONTHLY	**$93,000**

DISCUSSION

- On December 4, 2024, the City released a Request For Bid (RFB 25-62) for Landscape Maintenance Services in General Fund parks.

- Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website.

- The proposed Agreements include, turf management, shrub and groundcover pruning, hardscape cleaning, litter and debris removal, weed control, minor tree care, and the capacity for "Additional Services".

DISCUSSION

- The “Additional Services” contained within each of these Agreements are for landscape tasks that are outside of the scheduled maintenance scope of work for General Fund parks.
- The City currently uses multiple agreements with various landscape contractors to perform on-call landscape throughout the City. The fifth park maintenance Agreement with Mariposa, for on-call landscape maintenance services, will also expire in June 2025
- Therefore, staff has been consolidating these on-call landscape services into newly awarded landscape agreements.
- This will increase efficiency and eliminate the time required to solicit for new on-call landscape services.

DISCUSSION

- These “Additional Services” will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds.
- The current annual cost for the park’s “Additional Services” Agreement is $354,384 per year.
- The “Additional Services” for these new General Fund Park Maintenance Agreements are budgeted for each fiscal year.
- For the first year, the “Additional Services” for all four Agreements total $322,839 ($31,535 less than current Agreement).

DISCUSSION

- However, there is no guarantee to the contactor that these services will be requested or performed.
- Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.
- On December 11, 2024, the City held a mandatory job walk with the potential bidders
- This allowed Staff to go over the expectations of the Scope of Services and provide clarification to contractors.

DISCUSSION

- Seven contractors attended the job walk.
- The deadline for proposal submissions was January 7, 2025, and the City received a total of seven proposals.
- GreenCoast Landscapes Inc. (“GreenCoast”) provided the lowest responsible bid in each of the four contact areas (Agreements).

DISCUSSION

- The monthly bid amounts from each contractor, to provide weekly services within all four park areas, are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$44,839.00*
Garcia's Landscape	$51,688.00*
Natural Green Landscape	$56,675.00*
Elite Maintenance	$61,627.00*
Four Seasons	$66,400.00*
JAS Landscape	$79,240.00*
Mariposa Landscapes	$90,895.99*

*Each contractor bid lower than the cost for the current Agreements, including the "Additional Services" Agreement.

DISCUSSION

- On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements, as stated in the contract documents.

- Staff has confirmed that GreenCoast meets all the required City Contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

- Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center.

DISCUSSION

- Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement.

- Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

FINANCIAL IMPACT

- The total cost for all four Agreements with GreenCoast Landscapes Inc. shall not exceed $4,570,000 during the five-year terms.
- Funding for FY 2025-26 and subsequent fiscal years will be requested through the annual budget process.
- The not-to-exceed amount includes capacity for “Additional Services” for on-call landscaping services and increasing service frequencies.
- These services will only be authorized by staff through Task Orders

FINANCIAL IMPACT

- The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year.

- Therefore, these annual not-to-exceed amounts are calculated at the maximum of 3% per year, if authorized by the City.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.5

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

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

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water, and wastewater residential utility customers. The City Council initially approved this program in May 2017, and it has continued to be renewed by the City Council annually. Late penalties from utility customers fund the program. For Year 8, Fiscal Year 2024-25, the Project Assist budget was $241,500 and the financial relief per customer was $25.00 per month, allowing up to 805 participants for a full 12 months.

Upon initial approval of Project Assist in 2017, the City Council requested staff to return annually with an update on the program. The Program outreach, in English and Spanish, has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases, and word-of-mouth. If customers participate in the program for one fiscal year and meet the eligibility requirements for the next Fiscal year, they are still required to reapply for the program. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2024-25 (Year 8):

- Project Assist has accepted and enrolled 846 Oxnard residents from July 2024 through February 28, 2025
- FY 2024-25 is the first time Project Assist program had a waiting list (50 participants on the waiting list as of February 2025)

DISCUSSION

For Project Assist Year 9, Fiscal Year 2025-26, staff is requesting to allocate $270,000, up from $241,500 from last year, from utilities late penalty revenues to fund the Project Assist Program. A $270,000 budget allocation would continue to allow for a maximum $25.00 monthly credit for approximately 900 eligible residential utility customers to participate for 12 months. Please note that the total number of participants may exceed the annual participant amount since some applications are not submitted early enough in the fiscal year to receive the full twelve months of the annual program.

Table 1, is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25M/yr
Year 7 FY 23-24	839	$25	805	216,750	$241,500	$1.3M/yr
Year 8 FY 24-25	846*	$25	805	$241,450	$241,500	$1.4M/yr estimated

Proposed for Year 9 FY 25-26	*900*	*$25*	*900*	*N/A*	*$270,000*	*$1.3M/yr estimated*

*Actual utility rate assistance committed through February 28, 2025

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25.00 per month credit, for Year 9, FY 25-26. Assuming that utilities late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2025-26. Utilities' late penalties incurred by utility customers for failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218. Late penalties are imposed to regulate conduct, encouraging prompt payment of utility bills. These are not considered a property-based fee or charges to be used for the cost of providing utility services. Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use late penalties to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. The Project Assist Program mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2024, to May 31, 2025:

Table 2.

Household Size	**Income Eligibility Upper Limit**
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis and must apply each year to ensure participants remain eligible for the Project Assist Program. Customers can file applications in English or Spanish online at https://www.oxnard.gov/projectassist; by email project.assist@oxnard.org, by phone at 805 200-2202, in person at 111 S. Del Norte Boulevard, or by mail via the United States Postal Service throughout the program year. Year 9 of the Project Assist Program will commence on July 1, 2025, and continue through June 30, 2026.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

City of Camarillo
The City of Camarillo offers those residents who are at least sixty-three (63) years of age eligible to qualify for a reduced rate on water service based on their income. Monthly discounts are for sewer and water and are funded by late penalties on utility services.

City of Davis
The City of Davis introduced a Water Assistance Program to help low income homeowners offset water costs. The first 250 eligible homeowners to apply for the program, will receive a $10 discount on their water bill every month. Homeowners who meet the income qualification requirements and who are enrolled in Pacific Gas & Electric's (PG&E) CARE Program are eligible. Funds for this program are funded through the City's customer donations along with additional funding coming from the City's General Fund.

City of Port Hueneme
The City of Port Hueneme offers a CityCare Program for qualified residents that offers up to seven-percent (7%) discount on a resident's utility bill. Eligibility for this discount program is based on Southern California Edison's (SCE) CARE Program; where if a resident qualifies for the SCE CARE Program, then they will qualify for the CityCare Program. The City of Port Hueneme funds its Care Program from an interest rate revenue fund.

City of Tracy
The City of Tracy offers a Low-Income Rate Assistance (LIRA) Program for water, sewer and garbage service. The LIRA Program waives the minimum monthly meter charge of $18.50, discounts the monthly sewer fee by $2.55, and discounts basic monthly garbage fee by $5.00.

City of Ventura
The City of Ventura directs $75,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 551 customers per year. After eligibility is determined, the discount is dependent on the size of the water meter. Discounts are 50% of the cost shown on the metered water bill as a service charge up to approximately $135.96 annually.

FEDERAL AND STATE ASSISTANCE PROGRAMS

Low Income Home Energy Assistance Program (LIHEAP)
LIHEAP is a federally funded program which California continues to receive funding. Funding for LIHEAP is limited and the program prioritizes households with the greatest need. LIHEAP utility assistance provides one-time payments to households struggling to pay their energy bills. LIHEAP is still assisting with utility bills and more information can be found by visiting the website at: www.csd.ca.gov/energybills.

California Low Income Household Water Assistance Program (LIHWAP)
In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) was available for low-income Oxnard residents to assist with their water and wastewater bills. Unfortunately, as of March 31, 2024, LIHWAP stopped taking applications due to lack of funding and more information can be found by visiting the website at: https://www.csd.ca.gov/lihwap.

Community Action Ventura County (CAVC) - Home Energy Assistance Program (HEAP)
The CAVC HEAP Program targets low-income households, especially those home to senior citizens, disabled

individuals, and families with young children. Due to limited funding and in accordance with Federal law, CAVC has activated its priority point system prioritizing applications with higher energy burden, lowest household income and vulnerable household members (seniors citizens, disabled individuals, and families with children under 6 years of age). Further information can be found by visiting: https://ca-vc.org/heap-utility-assistance/. Residents can also contact CAVC at 805-436-4000 or leave a message at 805-436-4021.

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 fiscal impact of approving the Utility Rates Assistance Program for Year 9 in Fiscal Year 2025-26 is $270,000 from utilities late penalty revenues. There are sufficient funds from current and prior year penalties collected to fund Year 9 of the Project Assist Program.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Project Assist Resolution FY 2025-26
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A UTILITY RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2025-26

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2025-26.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Utility Ratepayers Assistance Program (Project Assist) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement Project Assist and to make non-substantive modifications that may be necessary for the operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. Project Assist is a policy and procedure making that does not have the potential for resulting in a direct, or a

reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a "project" under CEQA, no further environmental review is required.

5. Resolution No. 15,777, which adopted the Project Assist for Fiscal Year 2024-25, is hereby repealed as of July 1, 2025.

PASSED AND ADOPTED this 6th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A Mc Arthur, Mayor

ATTEST:

_____
Luly A. Lopez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

Utility Ratepayers Assistance Program (Project Assist)

1. Utility Ratepayers Assistance Program (Project Assist) Description. The City shall provide Project Assist eligible participants in the form of financial assistance to be applied directly to the ratepayer's monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate funding for Project Assist.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2025; Authorize staff to direct $270,000 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2025-26 (July 1, 2025 – June 30, 2026) to assist residential customers.

2. Notices. Community outreach efforts will be used to notify the public about Project Assist and the positive impacts it will have on the community by helping to ensure that eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in Project Assist must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or SoCalGas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse
- A customer must recertify an application when requested

- A customer must notify the City of Oxnard within 30 days if they no longer qualify for assistance
- The most recent City of Oxnard utility bill
- Most recent SoCalGas Company bill or Southern California Edison bill showing CARE Program eligibility
- Project Assist application form
- Only one discount shall be applied per household
- The City will apply funding from penalty revenues on a first-come, first-served basis for eligible participants. The City cannot guarantee that there will be adequate funds for all eligible applicants.
- Annual Review. All applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2024, to May 31, 2025:

Household Size	**Income Eligibility Upper Limit**
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update

Public Works and Transportation Committee
April 8, 2025

City Council
May 6, 2025

Eric Zetz, Environmental Resources Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

BACKGROUND

- Project Assist is a utility rate assistance program for eligible solid waste, water and wastewater residential utility customers funded by late penalties from utility customers

- For Year 8, Fiscal Year 2024-25, the Project Assist budget was $241,500 and the financial relief per customer was $25.00 per month, allowing up to 805 participants for a full 12 months

- Project Assist has accepted and enrolled 846 Oxnard residents from July 2024 through February 28, 2025

DISCUSSION

- FY 2024-25 is the first time Project Assist program had a waiting list (50 participants on the waiting list as of February 2025)
- Project Assist Year 9, Fiscal Year 2025-26, staff is requesting to allocate $270,000, up from $241,500 from last year
- A $270,000 budget allows for a $25.00 monthly credit for approximately 900 eligible residential utility customers to participate for 12 months in the program annually

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	839	$25	805	216,750	$241,500	$1.3 M/yr
Year 8 FY 24-25	846*	$25	805	$241,450	$241,500	$1.4 M/yr estimated
Proposed for Year 9 FY 25-26	*900*	*$25*	*900*	*N/A*	*$270,000*	*$1.3 M/yr estimated*

*Actual utility rate assistance through February 28, 2025

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

DISCUSSION

- Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25.00 per month credit for Year 9, FY 25-26
- Assuming that late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2025-26
- Utilities late penalties incurred by utility customers for failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218
- The City's utilities may use the late penalties to fund the Project Assist Program

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs.

https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

SoCalGas™

The Project Assist Program mirrors the CARE income eligibility guidelines shown below effective from June 1, 2024, to May 31, 2025:

Household Size	CARE Income Eligibility Upper Limit
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

DISCUSSION

- The availability of the program is capped by the total amount of funding approved by Council each year
- Customers can file applications in English or Spanish online at
  - www.oxnard.gov/finance/utility-billing/project-assist
  - Or by email, in person, or by mail via the United States Postal Service throughout the program year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Year 9 of the Project Assist Program will commence on July 1, 2025, and continue through June 30, 2026

OTHER ASSISTANCE PROGRAMS

- Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling with utility bills:
  - www.csd.ca.gov/energybills

Community Action Ventura County (CAVC) - Home Energy Assistance Program (HEAP)

- Targets low-income households, especially those home to senior citizens, disabled individuals, and families with young children
- Utilizes a priority point system prioritizing applications with higher energy burden, lowest household income and vulnerable household members (seniors citizens, disabled individuals, and families with children under 6 years of age)
- Residents can contact CAVC
  - https://ca-vc.org/heap-utility-assistance/
  - By phone 805-436-4000
  - Leave a message at 805-436-4021

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 9 in Fiscal Year 2025-26 is $270,000 from late penalty revenues.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.6

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Applications to the 2025 Southern California Association of Governments (SCAG) Call for Project Nominations for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Program Grant Funds. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the:

1. Submission of four grant applications for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Improvement Program in various amounts, with an 11.47% match requirement;
2. City Manager, or designee, to execute the grant agreements;
3. Finance Director, or designee, to submit financial reports, grant claims, and approve budget appropriations for the use of grant funds; and
4. Public Works Director, or designee, to submit non-financial reports.

(This item did not originate in Committee as it is for capital improvement projects 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/5lDLAyXNImk

BACKGROUND

The Surface Transportation Block Grant (STBG) program is a federal transportation funding source for projects that preserve and improve the conditions and performance of highways, bridges, and public roads; pedestrian and bicycle infrastructure; and transit capital projects.

The Congestion Mitigation and Air Quality (CMAQ) Improvement Program is a federal transportation funding source for projects and programs that reduce traffic and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide or particulate matter (nonattainment areas), which the entire Southern California Association of Governments (SCAG) region falls under.

SCAG is responsible for the project selection process for STBG and CMAQ funds in the region. The grant programs require an 11.47% local match.

Capital Improvement Program (CIP) References:

Project No. **C2209**, Neighborhood Street Resurfacing, CIP 2025-2029 - Adopted June 4, 2024 - Page 114;

Project No. **C2213**, US 101/Del Norte Interchange Upgrade, CIP 2025-2029 - Adopted June 4, 2024 - Page 127;

Project No. **C1801**, Oxnard Boulevard Bicycle Facilities Installation, CIP 2025-2029 - Adopted June 4, 2024 - Page 115; and

Project No. **C2504**, Accessible Pedestrian Enhancements, CIP 2025-2029 - Adopted June 4, 2024 - Page 98.

DISCUSSION

On March 31, 2025, SCAG opened the call for project nominations for federal fiscal years 2026-2027 and 2027-2028. Until May 16, eligible applicants in the SCAG region can submit project nominations through the competitive call for a share of approximately $1.2 billion in federal transportation funding. For the Ventura County region, there is an estimated $80 million available for grant awards.

The two programs include: 1) STBG program, which funds projects that enhance highways, interchanges, bridges, roads, resurfacing, pedestrian infrastructure, and transit capital, and 2) CMAQ program, which supports projects focused on reducing congestion and improving air quality, bicycle, and pedestrian improvement projects.

SCAG's grant application tool is complex and requires quantitative and narrative responses, with successful projects scoring highest based on the following elements:

- Ventura County Transportation Commission Recommendation, based on:
    - Eligibility
    - Deliverability and readiness
    - Transit coordination
    - Community stakeholder engagement
    - Inclusion in regional transportation plans
    - Accessibility improvements
- Regional Priorities
    - Clean transportation, such as alternative fuel and zero-emission transit vehicles
    - Resilience of at-risk Infrastructure from extreme weather or coastal erosion
    - Transit and multimodal integration, including new or upgraded transit facilities
    - Transportation demand management to reduce single-occupancy vehicle use
    - Transportation system and goods movement to improve traffic flow
    - Transportation for natural lands, including wildlife crossings
    - Pavement management
    - Complete streets that provide safe use and mobility for all users
    - Natural lands preservation
    - System preservation to maintain existing transportation systems and facilities
- Federal Performance Management
    - Emissions improvements
    - Travel time improvements
    - Reduce fatalities
    - Transit facilities
    - National highway system bridges or pavement rehabilitation
- Community Economic Development
    - disadvantaged community access improvements to destinations
    - disadvantaged communities improvements to mobility options
    - disadvantaged communities biking and walking improvements
    - disadvantaged communities noise or air quality improvements near railroads
    - disadvantaged communities grade separations
    - disadvantaged communities air quality and noise improvements
    - disadvantaged communities reduction of truck volumes
    - resilience improvements for climate risk areas
- Air Quality Improvements for CMAQ only
    - cost effectiveness percentile based on grant application database

- projects that reduce particulate matter emissions

Public Works staff analyzed 23 projects, including existing Capital Improvement Projects as well as new project ideas that may best fit the scoring criteria. Considerations also included the ability to meet environmental clearance, right-of-way acquisition, utility agreements, and federal authorization requirements within federal deadlines to complete these steps by September 30, 2029, for the first fiscal year of funding or September 30, 2030 for the second fiscal year of funding. As a result of this effort, Staff recommends the following four CIP projects for this round of funding:

1. Neighborhood Street Resurfacing (C2209, CIP Page 114): This project includes resurfacing existing asphalt concrete pavement and installing new accessibility elements, such as pedestrian ramps and sidewalks, throughout residential areas that may include: Carriage Square, Wilson, Marina West, Fremont South, Hobson Park East, Blackstock North, Cypress, Golf Course, Terrace Estates, and Cal Gisler, which are consistent with the 5-phase pavement management plan reviewed by the City Council on April 2, 2024. As staff prepare the grant application, final street segments will be selected, which mitigate the number of locations with difficult situations (e.g., requires right-of-way acquisition).

The estimated request for Fiscal Year 26-27, with an authorization deadline of September 30, 2029, will not exceed $14,710,000 with a required match of $1,687,237. Should the grant be successful, this project is anticipated to receive its traditional funding from either Gas Tax, Measure O, and/or the General Fund to account for the required matching funds.

2. US 101/Del Norte Interchange Upgrade (C2213, CIP Page 127): This application will focus on updating an outdated Caltrans Project Report and preparing the draft Environmental Assessment/Draft Environmental Impact Report, both required before moving the project towards the design phase.

The estimated request for Fiscal Year 27-28, with an authorization deadline of September 30, 2030, will not exceed $3,500,000, with a required match of $401,450. This project currently has $250,000 of DIF available for the match. Should the grant be successful, some of the funding sources eligible for the remaining required match are either Developer Impact Fees (DIF) and/or the General Fund. Having a grant source that will fund this phase of a project (i.e., environmental/preliminary engineering) is not always available. As such, despite the match required, staff recommends applying in order not to miss this opportunity to move this project forward to the next phase.

3. Oxnard Boulevard Bicycle Facilities Installation (C1801, CIP Page 115): This project will construct Class II bicycle facilities on Oxnard Boulevard from Town Center Drive to Wagon Wheel Drive, pedestrian signal improvements at the 101 freeway off ramps, new sidewalk from Orchard Village to Vineyard Plaza, signing, striping, and accessibility improvements.

The estimated request for Fiscal Year 26-27, with an authorization deadline of September 30, 2029, will not exceed $1,700,000, with a required match of $194,990. This project already has federal grant funding, among other funding sources, and should this new application be successful, the match can be from the DIF and/or General Fund. As the cost of goods and services continue to increase in many areas, and with the uncertainty of the impact of tariffs, the need to secure additional funding for existing projects is paramount to ensure completion.

4. Accessible Pedestrian Enhancements (C2504, CIP Page 98): This project will construct and install accessible pedestrian countdown signal heads, leading pedestrian intervals, curb extensions, upgraded curb ramps, high-visibility crosswalks, straightened crosswalks, bike lane green conflict striping, advance stop bars, and pedestrian and bicyclist warning signage.

The estimated request for Fiscal Year 26-27, with an authorization deadline of September 30, 2029, will not exceed $650,000, with a required match of $74,555. This project already has federal grant funding and should this new application be successful, the match can be from DIF and/or General Fund. As the cost of goods and services continue to increase in many areas, and with the uncertainty of the impact of tariffs, the need to secure additional funding for existing projects is paramount to ensure completion.

Nineteen CIP projects were deemed as non-competitive for this call for projects for the following reasons:

- 11 are in future years and not yet developed with conceptual design or cost estimates
- Three are funded with state funding and would face delay if awarded federal funding
- Two are resurfacing projects that would face delay if awarded federal funding
- Two do not meet enough of the grant objectives to be competitive
- One does not qualify

SCAG estimates the list of successful applications will be released in December 2025. Future Call for Projects are anticipated on a bi-annual basis.

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

If successful, Staff will appropriate Federal Grant Fund (200) in the amount awarded. The match funding of 11.47% will come from the respective sources identified in the Adopted 2025-2029 CIP for each project, including General Fund, Measure O, Road Maintenance and Rehabilitation Fund, Development Impact Fees, and 2014 Lease Revenue Bond Funds or additional funding requests will be submitted to the City Council for their consideration.

COMMITTEE OUTCOME

This item did not originate in Committee as this is for capital improvement projects 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. Presentation

Applications to the 2025 Southern California Association of Governments (SCAG) Call for Project Nominations for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Program Grant Funds

City Council
May 6, 2025

Debbie O'Leary
Transportation Planner

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the:

1. Submission of four grant applications for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Improvement Program in various amounts, with an 11.47% match requirement;
2. City Manager, or designee, to execute the grant agreements;
3. Finance Director, or designee, to submit financial reports, grant claims, and approve budget appropriations for the use of grant funds; and
4. Public Works Director, or designee, to submit non-financial reports.

BACKGROUND

- The Surface Transportation Block Grant (STBG) program is a federal transportation funding source for projects that preserve and improve the conditions and performance of highways, bridges, and public roads; pedestrian and bicycle infrastructure; and transit capital projects.

- The Congestion Mitigation and Air Quality (CMAQ) Improvement Program is a federal transportation funding source for projects and programs that reduce traffic and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide or particulate matter (nonattainment areas), which the entire Southern California Association of Governments (SCAG) region falls under.

- SCAG is responsible for the project selection process for STBG and CMAQ funds in the region. The grant programs require an 11.47% local match.

DISCUSSION

- March 31, 2025, SCAG opened the call for project nominations to fund projects in federal fiscal years 26-27 and 27-28.
- May 16, 2025 applications due to SCAG through the competitive call.
- $1.2 billion in federal transportation funding for the entire SCAG region.
- $80 million anticipated for Ventura County.



DISCUSSION

The two grant funding programs include STBG and CMAQ. Below are examples of the types of projects commonly awarded funding:

1. STBG program aims to enhance and improve:
    - highways
    - interchanges
    - bridges
    - roads
    - pavement condition index (resurfacing)
    - pedestrian infrastructure
    - transit capital

2. CMAQ program supports projects focused on:
    - reducing congestion
    - improving air quality
    - enhancing bicycle infrastructure
    - providing pedestrian improvements

DISCUSSION

SCAG's grant application tool is complex and requires quantitative and narrative responses, with successful projects scoring highest based on the following elements:

1. Ventura County Transportation Commission (VCTC) Recommendation based on:

- Eligibility
- Deliverability and readiness
- Transit coordination
- Community stakeholder engagement
- Inclusion in regional transportation plans
- Accessibility improvements

DISCUSSION

2. Regional Priorities:

- Clean transportation, such as alternative fuel and zero-emission vehicles
- Resilience of at-risk infrastructure from extreme weather or coastal erosion
- Transit and multimodal integration, including new or upgraded transit facilities
- Transportation demand management to reduce single-occupancy vehicle use
- Transportation system and goods movement to improve traffic flow
- Transportation for natural lands, including wildlife crossings
- Pavement management
- Complete streets that provide safe use and mobility for all users
- Natural lands preservation
- System preservation to maintain existing transportation systems and facilities

3. Federal Performance Management:

- emissions improvements
- travel time improvements
- reduce fatalities
- transit facilities
- National highway system bridges or pavement rehabilitation

DISCUSSION

4. Community Economic Development opportunities:

- disadvantaged community access improvements to destinations
- disadvantaged communities improvements to mobility options
- disadvantaged communities biking and walking improvements
- disadvantaged communities noise or air quality improvements near railroads
- disadvantaged communities grade separations
- disadvantaged communities air quality and noise improvements
- disadvantaged communities reduction of truck volumes
- resilience improvements for climate risk areas

5. Air Quality Improvements (CMAQ only):

- cost effectiveness percentile based on grant application database
- projects that reduce particulate matter emissions

DISCUSSION

Public Works staff analyzed 23 projects including existing Capital Improvement Projects as well as new project ideas that best fit the scoring criteria.

Careful consideration was given to projects that can meet federal requirements by the deadline for each programming year: September 30, 2029 for FY 26-27 and September 30, 2030 for FY 27-28. Requirements include:

- Environmental NEPA (National Environmental Policy Act) clearance
- Right-of-way acquisition
- Utility agreements
- Federal funding authorization requirements

As a result of this effort, Staff recommends the following four (4) CIP projects for this round of funding:

DISCUSSION

1. Neighborhood Street Resurfacing:
    - resurfacing existing asphalt concrete pavement
    - pedestrian ramps and sidewalk accessibility improvements

    Locations are expected to include:
    - Carriage Square Neighborhood
    - Wilson Neighborhood
    - Marina West Neighborhood
    - Fremont South Neighborhood
    - Hobson Park East Neighborhood
    - Blackstock North Neighborhood
    - Cypress Neighborhood
    - Golf Course Neighborhood
    - Terrace Estates Neighborhood

    Grant Request:
    - $14,710,000 in FY 26-27 (September 30, 2029 authorization deadline)
    - $1,687,237 match from Gas Tax, Measure O, and/or the General Fund

2. US 101/Del Norte Interchange Upgrade:
    - prepare Caltrans Project Report
    - prepare draft Environmental Assessment/Environmental Impact Report
    - both documents will be updated from initial efforts in 2007, which are now outdated

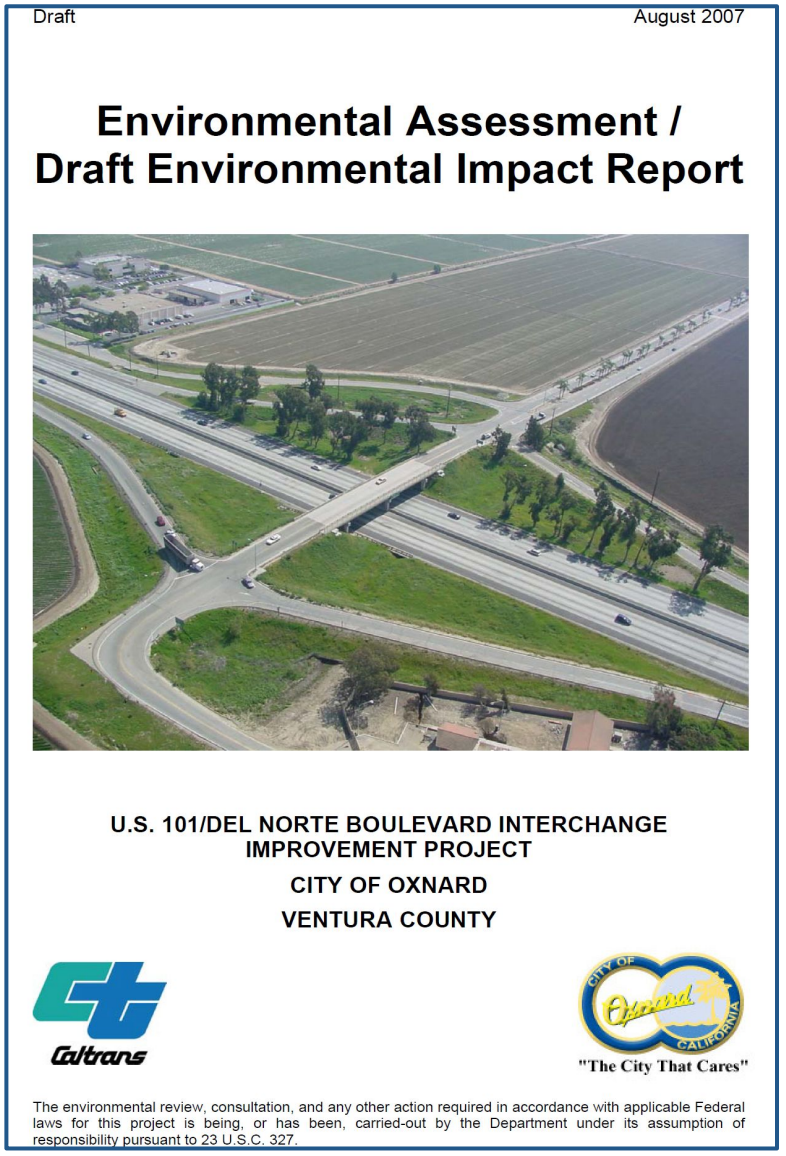
Location:

- Del Norte Boulevard bridge
- 101 freeway on and off ramps

Grant Request:

- $3,500,000 in FY 27-28

  (September 30, 2030 authorization deadline)
- $401,450 match from DIF and/or General Fund



3. Oxnard Boulevard Bicycle Facilities Installation:
    - class II bicycle facilities
    - bike lane green conflict striping
    - pedestrian signal improvements at the 101 freeway off ramps
    - new sidewalk
    - signing
    - striping
    - accessibility improvements

Location:

- Bike lane: Oxnard Boulevard from Town Center Drive to Wagon Wheel Drive
- Bike and pedestrian improvements: 101 freeway off-ramps
- New sidewalk: Oxnard Boulevard from Orchard Place to Vineyard Plaza

Grant Request:

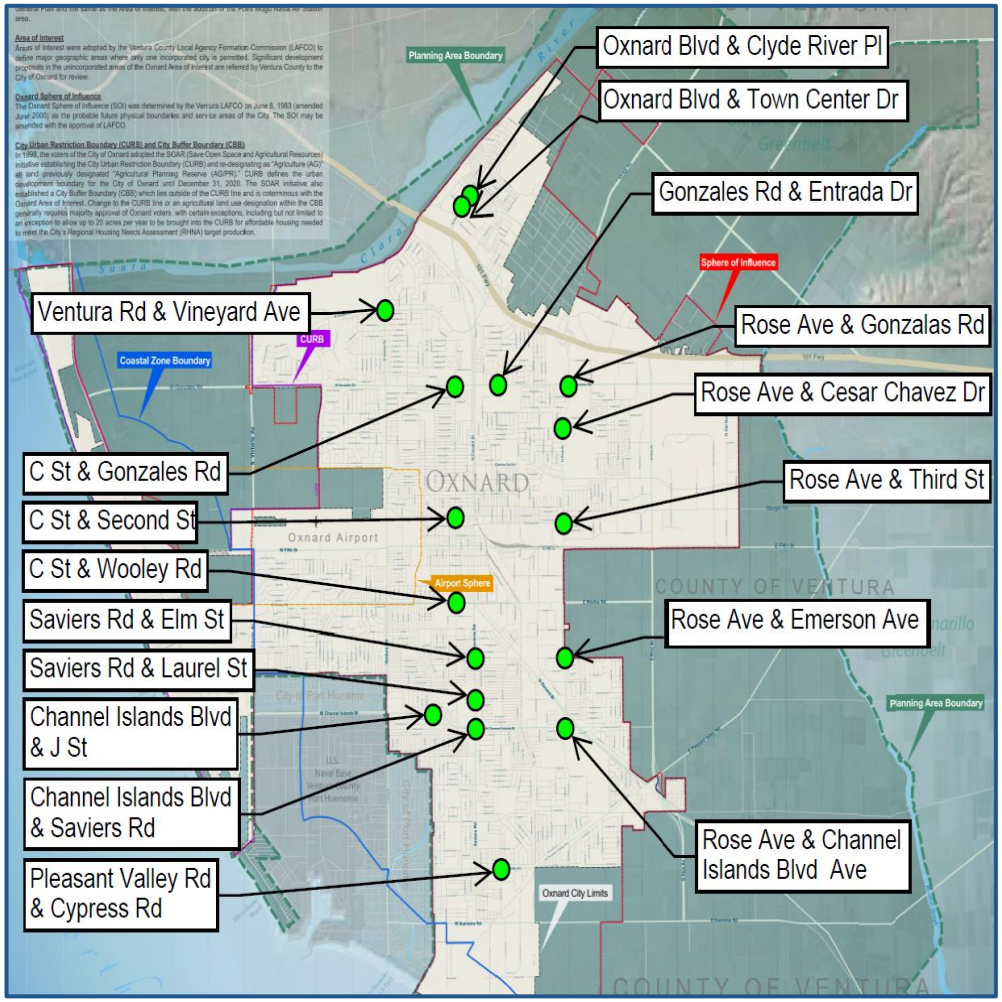
- $1,700,000 in FY 2026-2027 (September 30, 2029 authorization deadline)
- $194,990 match from DIF and/or General Fund

DISCUSSION

4. Accessible Pedestrian Enhancements:
   - install accessible pedestrian countdown signal heads
   - leading pedestrian intervals
   - curb extensions
   - upgraded curb ramps
   - high-visibility crosswalks
   - straighten crosswalks
   - bike lane green striping
   - advance stop bars
   - pedestrian and bicyclist signage

Locations:
- 17 locations Citywide

Grant Request:
- $650,000 in FY 2026-2027 (September 30, 2029 authorization deadline)
- $74,555 match from Mobility Fee Fund and/or General Fund



DISCUSSION

Nineteen CIP projects were deemed as non-competitive for this grant cycle for the following reasons:

- Eleven are in future years & not developed w/ conceptual design or estimates
- Three have state funding and would face delay if awarded new federal funding
- Two are resurfacing projects and would face delay if awarded federal funding
- Two do not meet enough of the grant objectives to be competitive
- One does not qualify

SCAG estimates the list of successful applications will be released in December.

Future Call for Projects are anticipated on a bi-annual basis.

FINANCIAL IMPACT

If successful, Staff will appropriate Federal Grant Fund (200) in the amount awarded. The match funding of 11.47% will come from the respective sources identified in the Adopted 2025-2029 CIP for each project, including General Fund, Measure O, Road Maintenance and Rehabilitation Fund, Development Impact Fees, and 2014 Lease Revenue Bond Funds or additional funding requests will be submitted to the City Council for their consideration.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.7

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Third Amendment to Professional Services Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to an Agreement with Tetra Tech, Inc. (Tetra Tech) to increase the not-to-exceed amount from $947,000 to $1,051,500 and extend the term through December 31, 2026, for the additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement 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/QjvsjvLrHQE

BACKGROUND

Cast iron pipe water lines within the City of Oxnard are typically over 50 years old, in poor physical condition, and beyond their service life. The City has defined replacement projects by neighborhood and prioritized them according to pipe and asphalt conditions.

On October 4, 2022, the City Council approved Agreement A-8491 with Tetra Tech, in the amount of $850,000 for design services for the Kamala and Hobson Cast Iron Pipe Replacement Project. The original scope of work included preparing a preliminary engineering study, design drawings, specifications, and bid documents for the design and construction phase engineering services of new water mains in various locations throughout the Kamala and Hobson Neighborhoods. The Project will replace approximately 48,700 linear feet (over 9 miles) of existing cast iron pipe water distribution mains (ranging from 8” to 12” in diameter), including associated valves, fire hydrants, services, and other appurtenances.

Along with the deterioration due to the use of cast iron pipes in the City’s water distribution system, the Kamala and Hobson neighborhoods have been identified as a priority in the City’s Pavement Management Program. Best practice dictates that underground assets be replaced in advance of investing capital budget to surface paving improvements. Due to the large amount of cast iron pipe in need of replacement identified in both neighborhoods, subsequent paving improvements are delayed until the subject project is completed.

On September 5, 2023, the City Council approved the First Amendment to Agreement A-8491, increasing the value to $947,000 to account for additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement Project. The additional scope of work for the first amendment included:

- Development of high-lining plans. Due to the density of underground utilities, in some locations pipes will need to be replaced in the same alignment. High-lining plans will maintain water service to residents and businesses during construction.
- Perform an additional 41 potholes recommended in the PDR due to missing as-built plans and limited plan view as-builts provided by Southern California Edison.
- Perform additional pavement repair for potholing and geotechnical investigation.
- Divide the Project into three separate construction packages in order to spread the construction costs over a longer period of time, consistent with the recent Water Rate Study.

On March 11, 2024, the Second Amendment to Agreement A-8491 was executed to add the sub-consultant C-Below Subsurface Imaging to the agreement.

As noted in the additional scope of work for the first amendment, due to the 30% engineer's estimate of $39M, excluding construction management and engineering services during construction, the Project design package has been split into three phases: Kamala West, Kamala East, and Hobson. This is to phase the project into three groups to allow funding to be spread across multiple fiscal years consistent with the capital project execution factor included in the cost of service analysis for the 2023 water rates study.

Capital Improvement Program (CIP) Reference:

Project No. **C2227** & **C2228** – Kamala and Hobson Cast Iron Pipe Replacement Project, Specification No. PW 22-83 - CIP 2025-2029 - Adopted June 4, 2024 – Pages 160 & 161.

DISCUSSION

Tetra Tech submitted the 90% design level plans in December 2024 and held a meeting in January 2025 with the City, discussing comments to the design package. As a result of the design review meeting, the City requested Tetra Tech to:

- The data received from additional pot-holing and underground utility search, completed as part of the first amendment, resulted in additional field visits, utility relocations, design realignment, and high-lining plans that were not previously known. This is being done to mitigate costly change orders in the field during the construction phase.
- In several circumstances, existing water meter locations have limited access. The design will address each of the identified meters and bring them into the public right-of-way per City standards, while limiting the impact to customers and private property. This is being done to mitigate costly change orders in the field during the construction phase.

The grant funding for the construction phase of the project requires completion of the National Environmental Policy Act (NEPA), in addition to the California Environmental Quality Act (CEQA) included in the original scope of work. The grant was awarded after the design agreement and NEPA was not included in the original scope of work.

The proposal was reviewed by the Project Manager and the Assistant Director of Public Works.

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 Third Amendment to Agreement A-8491 with Tetra Tech shall not exceed $104,500 with a new total contract value of $1,051,500 for professional engineering services.

The Kamala and Hobson Cast Iron Pipe Replacement Projects (C2227 & C2228) are funded from the Water Operating Fund (601) with a combined available budget of $1.2M for these projects.

On July 16, 2024, the City Council approved the acceptance of a federal grant from the U.S House Transportation and Infrastructure Committee for $3,806,152 (with 20% local match) for the construction phase of the 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. Third Amendment Agreement A-8491 Tetra Tech, Inc.
2. A-8491 Tetra Tech Agreement and Amendments
3. Presentation

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on October 4, 2022, by City and Consultant. The Agreement previously has been amended on September 5, 2023, by a First Amendment, and on March 11, 2024, by a Second Amendment.

City and Consultant agree as follows:

1. The date in Section 5 of the Agreement is hereby amended to "December 31, 2026."

2. The amount in Section 6 is hereby amended to "$1,051,500.00.

3. All references to the Scope of Services Exhibit – July 2023 everywhere it is listed in the Agreement is hereby amended to add also the Hobson and Kamala Water Cast Iron Pipe Replacement Project Exhibit Request No.3. The Hobson and Kamala Water Cast Iron Pipe Replacement Project Amendment Request No.3 Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☐ Luis Mc Arthur, Mayor[1] Date
☐ Jennifer Yates, Purchasing Agent [2]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

TETRA TECH, INC.

Richard A. Lemmon, Date
Senior Vice President

Preston Hopson, Secretary [3] Date

1 The City Council must authorize and the Mayor must execute any agreement over $220,000.

2 The Purchasing Agent may execute any authorized agreement up to $220,000.

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.

TETRA TECH

HOBSON AND KAMALA WATER CAST IRON PIPE REPLACEMENT PROJECT AMENDMENT REQUEST NO. 3

January 23, 2025

Mr. Jorge Espinoza
City of Oxnard
305 West Third Street
East Wing, 2nd Floor
Oxnard, CA 93030

Reference: Hobson and Kamala Water Cast Iron Pipe Replacement Project
Amendment Request No. 3

Dear Mr. Espinoza:

Tetra Tech has been working with the City of Oxnard (City) on the Water Cast Iron Pipe Replacement Project since October 2022 under Agreement No. A-8491 with an approved budget of $850,000. In May 2023, during the virtual review meeting of the Draft Preliminary Design Report (PDR) with 30% design level plans, the City requested Tetra Tech include additional work in the amount of $155,000. It was agreed that $58,000 would be transferred from the bid and construction phase budgets to the design budget, thereby adding an overall amount of $97,000 to the approved contract budget. The current approved contract budget is $947,000.

Design continued over the months since. In May 2024 the City requested additional design work to be included in the design packages. This additional work includes an extension of pipeline design, relocation of utilities, details/photos of each meter reconnection in various hardscapes, and field visits to provide these requests.

In October of 2024 the City requested assistance in preparing NEPA documents as part of the City's pursuit to receive EPA Grant funding. This additional work supports the State's Historic Preservation Office (SHPO) Section 106 Consultation for the City of Oxnard.

The following correspondence summarizes our understanding of the additional work requested by the City. In addition to providing assistance to the City with the NEPA documents, Tetra Tech will also prepare documentation for the Division of Drinking Water review process. The following summarizes our understanding of the scope of work requested by the City

ADDITIONAL WORK

Task 1 - Additional Plan and Profile:

A. Survey – Our surveyor has the topography available for the additional segment, and therefore there will be no additional cost for survey. However, there will be an additional minor cost to map the desired location.

B. Basemap Preparation - We anticipate one additional plan/profile on an existing sheet depicting about 200 LF of proposed alignment in private property (511 W 5th Street) from the Alley south of 5th Street to 5th Street. This task will include preparation of the preliminary basemap upon which the design will be prepared.

C. Field Visit – Once the additional segment is incorporated into the base map, our design team will visit the site to verify the visible surface features and confirm the existing conditions are reflected in the design plans. We anticipate this will require our Project Engineer and one design engineer for a period of four (4) hours. This time will be part of the site visit of Task 2C to complete one (1) day of a site visit, including travel time and per diem expenses.

D. Plan and Profile – We will include this plan and profile into the 90% design submittals with connection details. We will address any City comments into the Final design submittal. This task will also include preparation of a record plan for this additional sheet.

17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-5227
Tel 949.809.5000 Fax 949.809.5010 tetratech.com

Task 2 - Utility Relocation and SCG Coordination:

A. Additional Detail – We anticipate an additional detail depicting the relocation of a 2" gas line located in the Alley South of 5th Street. In addition to a plan design, this task will include coordination with Southern California Gas Company (SCG) and a meeting in the field with their representatives.

B. Field Visit - We anticipate the on-site meeting will require the services of our Project Engineer for a couple of hours. Since Tetra Tech must travel to Oxnard from Irvine, we have also included coordination with the City for any outstanding or required storm drain manhole dips as part of this site visit for a total of four (4) hours.

Task 3 – Additional Meter Details:

A. Meter Details – Because the existing site condition for water meters within the City are unique to each address such that a typical detail is not sufficient, the City has requested additional design details for each of the various types of connections. For water meters in grassy areas, we have already prepared reconnection details that are appropriate. However, we anticipate preparing a new connection detail for each water meter that is surrounded by hardscape (not in grass). For the Kamala East Plan Set, this will add 23 additional plan sheets (with 6 details/sheet) which will show approximately 136 water meter connection details. For the Kamala West Plan Set, this will add 30 additional plan sheets (with 6 details/sheet) which will show approximately 180 water meter connection details. Each detail will include CAD linework, construction notes, and photographs of each site. The construction notes will provide direction to the Contractor on how to connect/abandon each service line, since each condition is unique.

B. Field Visit – Because each site is so varied, we will perform a site visit to capture the existing, detailed condition as well as take photographs of each location to incorporate into the design details. We anticipate this will require our Project Engineer and two design engineers for a period of three (3) days, including travel time and per diem expenses. We expect one design engineer will require an extra day to finalize the work effort.

Task 4 – SHPO Consultation Support

A. EPA Coordination: Tetra Tech, CES will coordinate with the appropriate EPA office cultural resource staff (as appropriate) via a conference call and emails to discuss the Project, the area of potential effect, cultural resources, and reporting. After the completion of the Cultural Resource studies, Tetra Tech will assist the City with drafting the Section 106 Consultation letter to SHPO.

B. Update Records Research: An updated records search via the SCCIC will be conducted for this project within a 0.5-mile radius around the Project area (area of potential effect or APE). As part of the updated records search, a Native American Heritage Commission Sacred Lands File search will also be conducted.

C. Field Survey: Tetra Tech's cultural resource staff will conduct a reconnaissance survey for the Project area and document-built environment resources of historic age within the APE. For this Project, we anticipate the APE to be limited to the extent of direct ground disturbance caused during construction. Based on preliminary information, Tetra Tech will assume that the resources within the APE will be mostly public roads and alleyways, with the exception being the Community Center grounds in the Hobson neighborhood. Each resource will be photographed and have its location recoded with a GPS receiver. Any structures will be documented from the public right-of-way. Digital photographs will be taken of the survey area. New resources will be recorded on the applicable Department of Parks and Recreation (DPR) 523 forms (as applicable). All locational data will be recorded using Global Positioning System (GPS) receivers in Universal Transverse Mercator (UTM) coordinates referenced to the 1983 North American Datum (NAD83).

D. Report: Following the reconnaissance field survey, Tetra Tech will prepare a Cultural Resource Inventory Report (Archaeological and Architectural combined). The report will include required front matter, an introduction describing the Project and regulatory context, objectives and methods of the survey, a brief summary of the ethnographic, cultural and historical contexts of the Project area, a summary of the results of the records search and NAHC results, a summary of the results of the field survey, current condition photographs, description of any identified resources (e.g., historic era addresses, historical information, and possible date of original construction, integrity), National Register of Historic Properties (NRHP) and

California Register of Historical Resources (CRHR) eligibility recommendations for identified resources, cultural resource management measures, and a list of references cited in the report. Additionally, the report will include an appendix of completed DPR 523 resource forms (as applicable), record search results and maps, and maps depicting the Project survey coverage and any identified resources (as applicable). The report will be prepared in accordance with, and under the guidelines of, the Society of California's Archaeological Fieldwork and Reporting Guidelines for Cultural Resources and the State Historic Preservation Office's Archaeological Resources (SHPO) Management Reports (ARMR): Recommended Contents and Format.

Deliverables:

- One electronic draft Cultural Resource Inventory Report. Tetra Tech has assumed that only one comment and response session will be required. All comments will be provided to Tetra Tech in a comment and response matrix.
- One electronic Cultural Resource Inventory Report.
- One electronic draft Section 106 SHPO letter.
- One electronic final Section 106 SHPO letter.

Assumptions:

- Tetra Tech will use and rely upon map data of the Project area, aerial photographs, and any other documentation provided by the City of Oxnard as correct. The Project site boundary and components will be provided via GIS compatible electronic file.
- The Project and all related construction activities will take place within the public right-of-way and will not encroach on private property except for the Community Center complex, adjacent to Hobson Street and J Street.
- The SCCIC fee for the records search will not exceed $1,000.00. If the CHRIS facility indicates the cost is higher, the cost will be discussed with the Tt IEW Project Manager and an estimate will be provided for this additional cost. Note: Typical records search results are provided within 4 weeks. Tetra Tech is not responsible for any delays caused by the SCCIC.
- The APE will be limited to the area of physical disturbance and will be approved by the EPA and SHPO prior to the initiation of field work.
- This scope only includes one mobilization and demobilization for the proposed Project for the field survey. The field survey will be conducted in one 10-hour day by two Tetra Tech staff.
- No more than 40 architectural resources will be informally documented and completion of DPR 523 forms for built environment resources will not be required.
- No more than one archaeological isolate and no archaeological sites will be formally recorded on a DPR 523 form.
- Tetra Tech assumes that sufficient historical records will be available online to determine site NRHP eligibility. Outside of work required at the SCCIC, no in-person archival research will be required.
- This scope of work does not include Native American/Tribal coordination/consultation letters or site visits conducted by Tetra Tech. If a local Native American tribe(s) request a site visit or if EPA requests assistance with Section 106 tribal consultation letters, a scope and cost estimate will be submitted for this additional work.
- Tetra Tech will revise the Architectural Resources Survey Report based on client comments and no more than one round of comments and responses on report deliverables will be required.
- If significant changes are made to the Project area, Tetra Tech reserves the right to submit a change order. Scheduling and costs are specific to the tasks described in this proposal and any changes to those tasks or additional mobilizations could change the cost of the investigation.
- This scope does not include mitigation or minimization measures.

- Tetra Tech has assumed a period of performance initiating in November through January 2025.
- This scope does not include collection of artifacts.
- This scope does not include subsurface archaeological testing or excavation.

Task 5 – Preparation of Division of Drinking Water (DDW) Documentation

If the location of the new water line is not in compliance with the DDW, Waterworks Standards Section 64572, Tetra Tech will prepare a letter, outlining the scope of work, and exhibits which include horizontal and vertical clearances of the proposed pipeline to existing sewer/storm drain lines. The City will submit and process all documents to DDW for their approval. We have budgeted to respond to a total of two (2) sets of comments from DDW.

SUMMARY

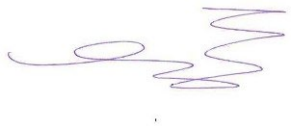
The following is a summary of the budget increase for the requested additional work:

Task No.	Description of the Work	Requested Budget
Additional Services		
1	Additional Plan and Profile	**$ 6,870**
2	Utility Relocation and SCG Coordination	**$ 4,060**
3	Additional Meter Details	**$56,700**
4A	EPA Coordination	**$ 6,075**
4B	Update Records Research	**$ 7,320**
4C	Field Survey	**$ 9,035**
4D	Report	**$ 4,000**
5	Preparation of DDW Documentation	**$10,440**
	Total Amount	**$104,500**

Acceptance by the City of this Amendment Proposal will increase our approved budget from $947,000 to **$1,051,500**. Attached herewith is the cost and labor hour breakdown for the additional work.

Should you have any questions or want to discuss this request in further detail, please do not hesitate to give me a call.

Sincerely,



Neha Gajjar, PE
Senior Project Manager

NG

Attachment

O:\Projects\Irvine\165644\200-165644-23001\ProjMgmt\Contracts\COs\Amendment 3

Price Proposal

Hobson and Kamala Water Cast Iron Pipe Replacement Project

Pipeline Replacement Project-Amendment #3

Submitted to: City of Oxnard
(Attn: Purchasing Division)

Contract Type: T&M

Labor Plan

12 Resource

Project Phases / Tasks	Total Labor Hrs	Proj Area >	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech		CEQA	CEQA	CEQA	CEQA
		Civil/Mech	Senior Project Manager	Project Engineer 2	Engineer 2	Engineer 2	Sr CAD Designer 2	Sr Project Administrator	CEQA	Sr Planner 3	Project Engineer 2	Enginner	Staff Archeologist
Project Phases / Tasks	**679**		11	123	188	24	160	8		12	46	12	95
Task 1 - Additional Plan and Profile	**40**		**1**	**13**	**26**	**-**	**-**	**-**		**-**	**-**	**-**	**-**
A. Survey Services	5			1	4								
B. Basemap Preparation	8			2	6								
C. Field Visit	16			8	8								
D. Plan/Profile Design (90%, Final, Record Dwgs)	11		1	2	8								
Task 2 - Utility Relocation	**21**		**1**	**10**	**10**	**-**	**-**	**-**		**-**	**-**	**-**	**-**
A. Design Plan for Gas Relocation	11		1	4	6								
B. Coordination with SCG	2			2									
C. Field Visit with SCG Representatives (Incl w/ Task 1C)	8			4	4								
Task 3 - Additional Meter Details	**356**		**8**	**64**	**92**	**24**	**160**	**8**		**-**	**-**	**-**	**-**
A. Meter Details (53 Sheets; 6 Dtls/Sheet)	260		8	32	60		160						
B. Field Visit	96			32	32	24		8					
Task 4 - SHPO Consultation Support	**190**		**1**	**24**	**-**	**-**	**-**	**-**		**12**	**46**	**12**	**95**
4A- EPA Coordination	**31**		**1**	**24**	-	-	-	-		**6**	-	-	-
Coordinate with EPA office cultural staff	31	-	1	24					-	6			
4B- Update Records Research	**40**		-	-	-	-	-	-		-	**40**	-	-
Conduct records research via SCCIC	40	-							-		40		
4C-Field Survey	**95**		-	-	-	-	-	-		-	-	-	**95**
Reconnaissance Survey	95	-							-				95
4D - Report	**24**		-	-	-	-	-	-		**6**	**6**	**12**	-
Prepare Cultrual Resource Inventory Report	24	-							-	6	6	12	
Task 5 - DDW Documentation	**72**		-	**12**	**60**	-	-	-		-	-	-	-
Prepare DDW Documentation	72			12	60								
Totals	**679**		**11**	**123**	**188**	**24**	**160**	**8**		**12**	**46**	**12**	**95**

Price Summary / Totals

Task Pricing Totals	104,500
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	**104,500**

Pricing by Resource

Labor	ODCs	Task Pricing Totals
102,078	2,422	**104,500**
6,360	**510**	**6,870**
735		735
1,200		1,200
2,640	510	3,150
1,785		1,785
3,615	**445**	**4,060**
1,905		1,905
390		390
1,320	445	1,765
55,740	**960**	**56,700**
40,860		40,860
14,880	960	15,840
25,923	**507**	**26,430**
6,075	-	**6,075**
6,075		6,075
7,320	-	**7,320**
7,320		7,320
8,550	**485**	**9,035**
8,550	485	9,035
3,978	**22**	**4,000**
3,978	22	4,000
10,440	-	**10,440**
10,440		10,440
102,078	**2,422**	**104,500**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: October 4, 2022

(2) Consultant: Tetra Tech, Inc.

(3) Services: Professional Engineering Services for the Hobson and Kamala Water Cast Iron Pipe Replacement Project

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: October 4, 2025

(6) Total Agreement Amount: $850,000

(7) City's Project Manager: Jorge Espinoza, Project Manager

(8) Consultant's Project Manager: Laurence Esguerra, P.E., Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Tetra Tech, Inc.
17885 Von Karman Ave. Suite 500
Irvine, CA 92614-5227
Attn: Laurence Esguerra, P.E., Project Manager

FOR CITY:

City of Oxnard
305 West Third, East Wing, 2nd Floor
Oxnard, CA 93030
Attn: Jorge Espinoza, Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

laurence.esguerra@tetratech.com

CITY'S PROJECT MANAGER:

jorge.espinoza@oxnard.org

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

☒ Scope of Services Exhibit
☒ Schedule of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☒ Prevailing Wage Exhibit

COUNCIL APPROVED
10/4/22
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

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

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

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no 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, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and 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 or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

10-4-22

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

TETRA TECH, INC.

8/22/2022

Richard A. Lemmon, Senior Vice President [2] Date

8/22/2022

Preston Hopson, Secretary Date

ATTEST:

R. Chaparro 10/6/22

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

APPROVED AS TO FORM:

9/1/2022

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

---

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Consultant to perform engineering design services for the replacement of approximately 60,150 LF of existing cast iron pipe water distribution mains (ranging from 8" to 12" in diameter) including associated valves, fire hydrants and other appurtenances.

The project shall also include resurfacing/paving of streets for long sections where pipe is to be replaced.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department and Water Division (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits and site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Preliminary Design

The consultant shall conduct land survey work as necessary to adequately complete the design, file permit applications, and provide reference points for construction layouts. As a minimum, property lines, right-of-ways, easements, topographic information, location of existing landmarks (e.g. edge of road, sidewalks, buildings, trees, valves, meter boxes, etc.) and underground utility locations are to be included. The engineer shall coordinate with the City and other utility owners to obtain underground utility information prior to the survey. If deemed necessary, the consultant shall conduct subsurface utility engineering locates to determine the location of important underground facilities.

The Consultant shall determine which permits are required for the project, including CEQA documentation, prepare and submit the necessary applications, and provide technical input as required in securing these permits. The consultant shall also provide the City with information regarding the approximate length of review time for each permit, and any special requirements that could delay this process.

The Consultant shall develop a project phasing plan to ensure utility service is maintained throughout the course of the construction project and construction impacts are minimized.

1. Site Survey: The Consultant shall include an allowance in its proposal to perform topographic and/or aerial surveys along the pipelines to be replaced. Aerial photography shall be at a minimum of 1-foot intervals to be used on a 1" = 40' scale plan and profile drawings. Survey information shall include, at a minimum, elevations, northings and eastings of existing street infrastructure and all appurtenances (i.e. sidewalks, curb and gutter, utility

boxes, catch basins, utility covers, manholes, fences, driveways, medians, trees, vegetation, etc.). A benchmark and line of bearing shall be established and shall be tied to existing survey control. Electronic CAD files (.DWF) of each topographic survey shall be transmitted to the City and provided as a base map for the project.

2. Geotechnical Borings: The Consultant shall engage a geotechnical service firm to take 25 bore log samples to a minimum depth of six feet and determine the characteristics of the formation. A geotechnical analysis shall be completed by the Consultant and include the determination of needing imported backfill material and removal of unsuitable soil.
3. Potholing: The Consultant shall include an allowance in its proposal to perform exploratory excavations (i.e. "potholing") at 25 locations, at a minimum depth of 6 feet.
4. Preliminary Drawings: Develop plan and profile drawings equivalent to the 30-percent design level.
5. List of Specification: The preliminary design submittal shall include a list of anticipated technical specifications for all aspects of the facilities construction.

Deliverable

The Consultant shall submit the preliminary design electronically in the appropriate format (dwg & pdf).

Task 3: Pipeline 75% Design Services

The Consultant shall create a design, equivalent to the 75-percent design level, including various components such as design criteria, plan and profile drawings, connection details and cross sections. The Consultant shall produce the following 75% design deliverables:

1. General/Civil Design:
    a. Title Sheet
    b. Vicinity and location maps with contacts
    c. Drawing index, general notes, symbols, abbreviations, and legends
    d. Referenced Standards and Specifications
2. Pipeline Design:
    a. Plan and Profile Drawings: The Consultant shall prepare plan and profiles drawings to the 75% design level.
    b. Pipeline and Utility Key Map.
    c. Details: Consultant shall design connection details.

d. Backfill: Consultant shall provide design mix for all backfill material per the geotechnical report.

3. Paving and Resurfacing

a. Develop trenching, backfill, paving and resurfacing drawings.

b. Striping plan

c. Provide a standard design pavement section that adheres to the City Standards. The design shall consider and include limits of replacement.

4. Traffic Control:

a. Stipulate traffic control requirements per the City of standards and permitting requirements. Include requirements as a line item on the bid documents for the Contractor to complete.

5. Specifications:

a. Preliminary technical specification with draft text in all sections

6. Prepare Preliminary Construction Cost Estimate: Consultant shall prepare a preliminary construction estimate (Level 4 standard per the Association of Construction Cost Estimators) based on the PDR. This initial cost estimate will be updated throughout the final design process. Cost estimates shall include operating costs.

Deliverable

The Consultant shall provide the 75% design package containing drawings and specifications electronically and four (4) sets of 22"x34" (D Size) drawings.

Task 5: Pipeline Final Design Services

Consultant shall provide final design services that include full preparation of drawings, specifications, general and special provisions. The Consultant shall incorporate the review comments from the preliminary design phase into the 100% design package with the intermediate 90% submittal. The 100% design package shall include all bid documents, front-end documents, technical specifications, and drawings suitable for public bid. Subtasks include:

1. 90% Design Submittal: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (75%) design review. At the end of the 90 percent design phase, drawings and specifications shall be complete. The following tasks are to be completed:

a. Civil drawings and details

b. Pipeline drawings and details

c. Paving and trench repair plans

d. Traffic control drawings (as required)

e. Specifications

f. Construction cost estimate

g. Construction schedule

Deliverable

The Consultant shall provide the 90% design package (electronically)

2. Final Design Submittal: During the final design phase, minor comments from the 90 percent design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

a. Production of final engineering drawings

b. Production of final engineering specifications

c. The Consultant shall prepare a probable construction cost estimate to be transmitted along with the final 100% design package.

Deliverable

The Consultant shall provide the final design package (electronically). All drawings shall be prepared using AutoCAD 2018 or later.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Preparation of addenda in response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period.
2. Attendance and participation in the mandatory pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents within one week of the Bid Opening. Consultant shall provide the City with a written response to questions within two business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown. Consultant shall also keep a log of the questions and responses.

Task 7 – Pipeline Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Conference: Attendance and participation in the Pre-Construction Conference.
2. Project Meetings: Attendance and participation in the Bi-Weekly Project Progress Meetings with the construction contractor and all Project stakeholders.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

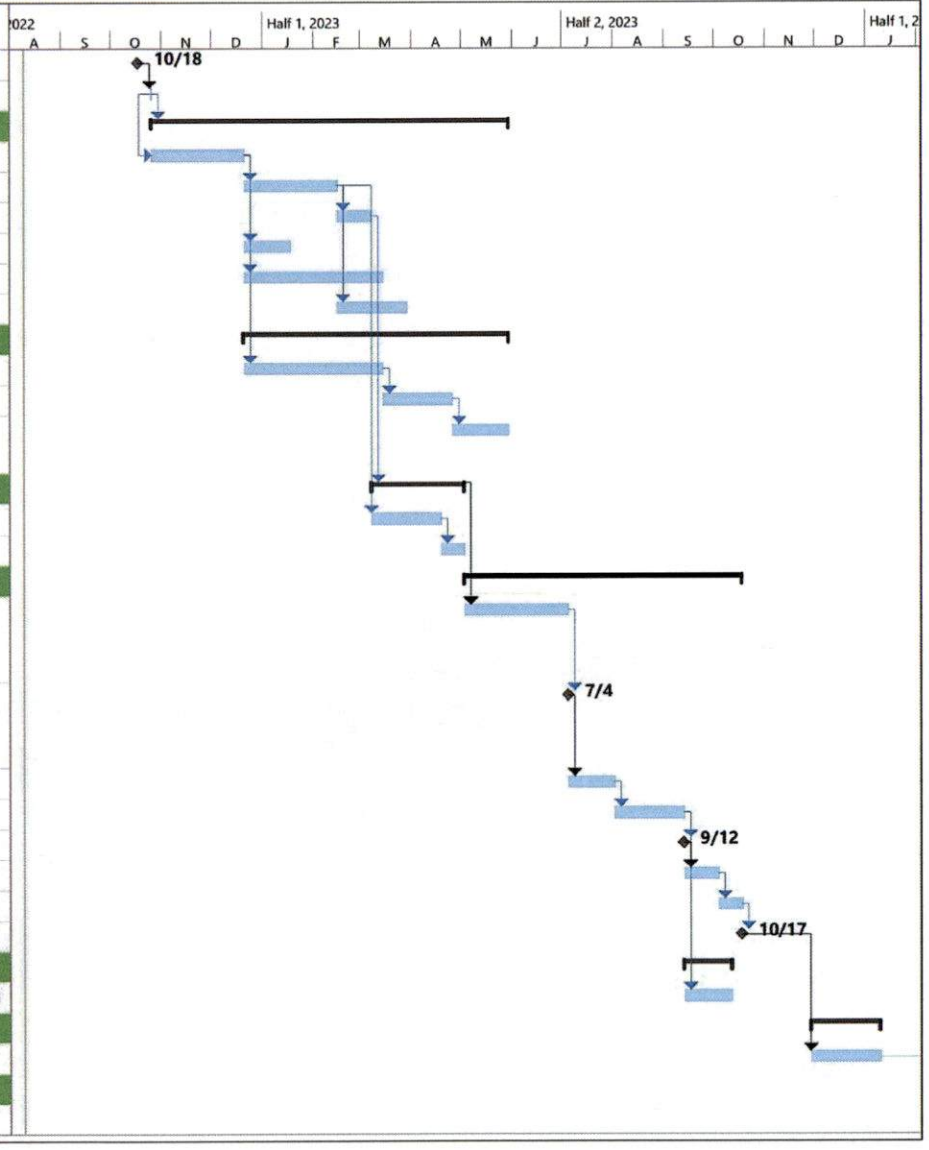
Record Drawings

The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using the version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats.

SCHEDULE OF SERVICES EXHIBIT

City of Oxnard
Hobson and Kamala Water Cast Iron Pipe Replacement Project
City Project PW22-83
Project Schedule
Revised August 8, 2022

ID	Task Name	Duration	Start	Finish
1	Notice-to-Proceed	0 days	Tue 10/18/22	Tue 10/18/22
2	Kick-off Meeting	1 day	Tue 10/25/22	Tue 10/25/22
3	Analysis and Preliminary Design	154 days	Wed 10/26/22	Mon 5/29/23
4	Utility Research	40 days	Wed 10/26/22	Tue 12/20/22
5	Basemap Preparation	40 days	Wed 12/21/22	Tue 2/14/23
6	Site Visit	15 days	Wed 2/15/23	Tue 3/7/23
7	Design Survey	20 days	Wed 12/21/22	Tue 1/17/23
8	Geotechnical Investigation	60 days	Wed 12/21/22	Tue 3/14/23
9	Potholing Services	30 days	Wed 2/15/23	Tue 3/28/23
10	CEQA Documents	114 days	Wed 12/21/22	Mon 5/29/23
11	Prepare IS/MND	60 days	Wed 12/21/22	Tue 3/14/23
12	Public Review IS/MND	30 days	Wed 3/15/23	Tue 4/25/23
13	Written Responses and Final IS/MND	24 days	Wed 4/26/23	Mon 5/29/23
14	30% Plan and Profile	40 days	Wed 3/8/23	Tue 5/2/23
15	Submit 30% Plan and Profile	30 days	Wed 3/8/23	Tue 4/18/23
16	City Review	10 days	Wed 4/19/23	Tue 5/2/23
17	Preparation of Contract Documents	120 days	Wed 5/3/23	Tue 10/17/23
18	Prepare Final Preliminary Design Memorandum and 75% Design Submittal	45 days	Wed 5/3/23	Tue 7/4/23
19	Submit Final Preliminary Design Memorandum and 75% Design Submittal	0 days	Tue 7/4/23	Tue 7/4/23
20	City Review	20 days	Wed 7/5/23	Tue 8/1/23
21	Prepare 90% Design Submittal	30 days	Wed 8/2/23	Tue 9/12/23
22	Submit 90% Design Submittal	0 days	Tue 9/12/23	Tue 9/12/23
23	City Review	15 days	Wed 9/13/23	Tue 10/3/23
24	Prepare Final Design Submittal	10 days	Wed 10/4/23	Tue 10/17/23
25	Submit Final Design Submittal	0 days	Tue 10/17/23	Tue 10/17/23
26	Permitting	21 days	Wed 9/13/23	Wed 10/11/23
27	City of Oxnard	21 days	Wed 9/13/23	Wed 10/11/23
28	Construction Bidding Support	30 days	Wed 11/29/23	Tue 1/9/24
29	Bidding Support	30 days	Wed 11/29/23	Tue 1/9/24
30	Construction Engineering Support	260 days	Wed 2/21/24	Tue 2/18/25
31	Engineering Support	260 days	Wed 2/21/24	Tue 2/18/25



RATES AND COSTS EXHIBIT

Price Proposal — Revision Date: Apr 11, 2022

Hobson and Kamala Water Cast Iron Pipe Replacement Project

Pipeline Replacement Project

Submitted to: City of Oxnard (Attn: Purchasing Division)

Contract Type: T&M

Labor Plan — 14 Resource

Price Summary / Totals

Task Pricing Totals	850,000
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	**850,000**

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	Proj Area >	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Civil/Mech	Traffic	CEQA	CEQA	CEQA	CEQA	Civil/Mech
						5,028		50	149	55	449	204	1,013	1,377	1,454	170	42	26	4	11	24
Task 1 - Project Management						**120**		**42**	**50**	**28**	-	-	-	-	-	-	-	-	-	-	-
General Administration (12 months)						30			30												
Quality Control						40		40													
Kick-Off Meeting						6		2	2	2											
30%, 75% and 90% Design Review Meetings						12			6	6											
Monthly Meetings (10)						32			12	20											
Task 2 - Preliminary Design						**875**		-	**12**	-	**82**	**20**	**194**	**246**	**234**	-	**42**	**26**	**4**	**11**	**4**
Utility Research						40								20	20						
Basemap Preparation						200							40	80	80						
Site Visit						128					32		32	32	32						
Survey Services						8								4	4						
Geotechnical Investigation (25 Borings)						8								4	4						
Potholing Services (25 Potholes)						24							20		4						
30% Plan and Profile						290					20	20	70	90	90						
Preliminary Technical Memorandum						28			8		16										4
Specification List						2					2										
Phasing Plan and Isolation Valves						32			4		12			16							
Permitting						**115**		-	-	-	-	-	**32**	-	-	-	**42**	**26**	**4**	**11**	-
CEQA						99							16				42	26	4	11	
City of Oxnard						16							16								
Task 3 - Pipeline 75% Design Services						**3,312**		-	**45**	**1**	**224**	**172**	**690**	**928**	**1,070**	**170**	-	-	-	-	**12**
Plans						**3,135**		-	**31**	-	**168**	**166**	**666**	**896**	**1,038**	**170**	-	-	-	-	-
Title Sheet (1)						8					2			6							
General Sheets (2)						25			1		2	2	4	8	8						
Horizontal Control Plan (6)						50			2		4	4		20	20						
Plan and Profile Sheets - Hobson East (23)						692			8		32	32	180	220	220						
Plan and Profile Sheets - Kamala Park (54)						1,592			12		110	110	400	450	450						
Connection Details - Hobson East (3)						70			2		4	4	12	24	24						
Connection Details - Kamala Park (3)						70			2		4	4	12	24	24						
Fire and Water Service Connection Details (1)						28			2		2	2	6	8	8						
Miscellaneous Piping Details (3)						50			2		4	4	8	16	16						
Abandonment Details (1)						24					2	2	4	8	8						
Paving and Resurfacing Plans (11)						70					2	2	24	22	20						
Traffic Control Plans (40)						**536**		-	-	-	-	-	**16**	**90**	**240**	**170**	-	-	-	-	-
Billable						434							16	8	240	170					
Non-Billable						82								82							
Project Specifications						**72**		-	**12**	-	**48**	-	-	-	-	-	-	-	-	-	**12**
Front Ends Edits						16			4		8										4
Technical Specifications						56			8		40										8
Construction Cost Estimate and Schedule						**60**		-	**2**	-	**6**	**4**	**16**	**16**	**16**	-	-	-	-	-	-
Construction Costs (Level 4)						49			1		4	4	8	16	16						
Construction Schedule						11			1		2		8								
Submittals						**45**		-	-	**1**	**2**	**2**	**8**	**16**	**16**	-	-	-	-	-	-
75% Design Submittal						45				1	2	2	8	16	16						
Task 4 - Pipeline Final Design Services						**358**		-	-	-	**14**	**12**	**32**	**150**	**150**	-	-	-	-	-	-
90% Design Submittal						298					10	8	20	130	130						
Final Design Submittal						60					4	4	12	20	20						
Task 5 - Bid Phase Services						**76**		-	**4**	**2**	**25**	-	**28**	**13**	-	-	-	-	-	-	**4**
Pre-Bid Meeting						4			2	2											
Addenda (2)						54			2		24		24								4
Prepare Conformed Bid Plans						18					1		4	13							
Task 6 - Pipeline Construction Phase Services						**287**		**8**	**38**	**24**	**104**	-	**69**	**40**	-	-	-	-	-	-	**4**
Pre-Construction Conference						4				4											
Bi-weekly Project Progress Meetings (20)						20				20											
Shop Drawings (30/15)						136			18		40		60								
Request for Information (15)						40		4	12		24										
Change Order Review (5)						32		4	8		16										4
Project Punch List						18			2		16										
Record Drawings						57					8		9	40							
Totals						**5,028**		**50**	**149**	**55**	**449**	**204**	**1,013**	**1,377**	**1,454**	**170**	**42**	**26**	**4**	**11**	**24**

Pricing by Resource

Project Phases / Tasks	Labor Rate Esc	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
	0.00%	643,620	190,319	5,750	-	10,311	**850,000**
Task 1 - Project Management		**29,480**	-	-	-	**520**	**30,000**
General Administration (12 months)		6,600					6,600
Quality Control		13,200					13,200
Kick-Off Meeting		1,430				60	1,490
30%, 75% and 90% Design Review Meetings		2,310				219	2,529
Monthly Meetings (10)		5,940				242	6,182
Task 2 - Preliminary Design		**110,480**	**190,319**	**5,750**	-	**3,451**	**310,000**
Utility Research		4,400				1,726	6,126
Basemap Preparation		22,800					22,800
Site Visit		16,480		5,750			22,230
Survey Services		880	94,185				95,065
Geotechnical Investigation (25 Borings)		880	64,170				65,050
Potholing Services (25 Potholes)		3,040	31,964				35,004
30% Plan and Profile		35,500					35,500
Preliminary Technical Memorandum		4,880					4,880
Specification List		330					330
Phasing Plan and Isolation Valves		4,620					4,620
Permitting		**16,670**	-	-	-	**1,725**	**18,395**
CEQA		14,550				1,725	16,315
City of Oxnard		2,680					2,680
Task 3 - Pipeline 75% Design Services		**405,355**	-	-	-	**4,645**	**410,000**
Plans		**380,280**	-	-	-	-	**380,280**
Title Sheet (1)		990					990
General Sheets (2)		3,160					3,160
Horizontal Control Plan (6)		6,160					6,160
Plan and Profile Sheets - Hobson East (23)		84,120					84,120
Plan and Profile Sheets - Kamala Park (54)		189,940					189,940
Connection Details - Hobson East (3)		8,680					8,680
Connection Details - Kamala Park (3)		8,680					8,680
Fire and Water Service Connection Details (1)		3,640					3,640
Miscellaneous Piping Details (3)		6,320					6,320
Abandonment Details (1)		2,940					2,940
Paving and Resurfacing Plans (11)		8,400					8,400
Traffic Control Plans (40)		**57,410**	-	-	-	-	**57,410**
Billable		57,410					57,410
Non-Billable		-					-
Project Specifications		**12,000**	-	-	-	-	**12,000**
Front Ends Edits		2,680					2,680
Technical Specifications		9,320					9,320
Construction Cost Estimate and Schedule		**7,690**	-	-	-	-	**7,690**
Construction Costs (Level 4)		6,100					6,100
Construction Schedule		1,590					1,590
Submittals		**5,385**	-	-	-	**4,645**	**10,030**
75% Design Submittal		5,385				4,645	10,030
Task 4 - Pipeline Final Design Services		**41,450**	-	-	-	**550**	**42,000**
90% Design Submittal		34,170				274	34,444
Final Design Submittal		7,280				276	7,556
Task 5 - Bid Phase Services		**10,885**	-	-	-	**115**	**11,000**
Pre-Bid Meeting		770				115	885
Addenda (2)		8,000					8,000
Prepare Conformed Bid Plans		2,115					2,115
Task 6 - Pipeline Construction Phase Services		**45,970**	-	-	-	**1,030**	**47,000**
Pre-Construction Conference		660				110	770
Bi-weekly Project Progress Meetings (20)		8,300					8,300
Shop Drawings (30/15)		17,920					17,920
Request for Information (15)		7,920					7,920
Change Order Review (5)		6,200					6,200
Project Punch List		3,080					3,080
Record Drawings		6,890				920	7,810
Totals	0.00%	**643,620**	**190,319**	**5,750**	-	**10,311**	**850,000**

TETRA TECH

Exhibit A
2022/2023
HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management	
Project Manager 1	$220.00
Project Manager 2	$260.00
Sr Project Manager	$305.00
Program Manager	$330.00
Principal in Charge	$330.00
Engineers	
Engineering Technician	$65.00
Engineer 1	$96.00
Engineer 2	$115.00
Engineer 3	$130.00
Project Engineer 1	$150.00
Project Coordinator	$165.00
Project Engineer 2	$165.00
Sr Engineer 1	$170.00
Sr Engineer 2	$185.00
Sr Engineer 3	$210.00
Principal Engineer	$300.00
Planners	
Planner 1	$104.00
Planner 2	$115.00
Sr Planner 1	$125.00
Sr Planner 2	$151.00
Sr Planner 3	$175.00
Designers & Technicians	
CAD Technician 1	$65.00
CAD Technician 2	$75.00
CAD Technician 3	$90.00
CAD Designer	$105.00
Sr CAD Designer 1	$125.00
Sr CAD Designer 2	$150.00
CAD Director	$155.00
Survey Tech 1	$50.00
Health & Safety	
H&S Administrator	$95.00
Sr H&S Administrator	$115.00
H&S Manager	$145.00

Construction	
Construction Project Rep 1	$80.00
Construction Project Rep 2	$90.00
Sr Constr Project Rep 1	$110.00
Sr Constr Project Rep 2	$120.00
Construction Manager 1	$170.00
Construction Manager 2	$190.00
Construction Director	$235.00
General & Administrative	
Project Assistant 1	$67.00
Project Assistant 2	$75.00
Project Administrator	$95.00
Sr Project Administrator	$120.00
Graphic Artist	$130.00
Technical Writer 1	$97.00
Technical Writer 2	$124.00
Sr Technical Writer	$155.00
Information Technology	
Systems Analyst / Programmer 1	$77.00
Systems Analyst / Programmer 2	$115.00
Sr Sys Analyst / Programmer 1	$130.00
Sr Systems Analyst / Programmer 2	$196.00
Project Accounting	
Project Analyst 1	$90.00
Project Analyst 2	$114.00
Sr Project Analyst	$155.00

Reimbursable In-House Costs:	
Photo Copies (B&W 8.5"x11")	$ 0.15/Each
Photo Copies (B&W 11"x17")	$ 0.40/Each
Color Copies (up to 8.5"x11")	$ 2.00/Each
Color Copies (to 11"x17")	$ 3.00/Each
Compact Discs	$10/each
Large format copies	$0.40 S.F.
Mileage-Company Vehicle	$0.80/mile
Mileage-POV	$0.55/mile*

*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.

Insurance Exhibit (INS-A)

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**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 $ $
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				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 **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:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor 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 with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, 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 Contractor under this Section shall survive Agreement termination.

Agreement No. A-8491

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of September, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on October 4, 2022, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount is hereby amended to state: "$947,000."

2. All references to the Scope of Work Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work Exhibit – July 2023. The Scope of Work Exhibit is hereby disincorporated; instead, the Scope of Work Exhibit- July 2023 is attached hereto and incorporated herein by this reference.

3. All reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost – July 2023. The the Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost - July 2023 is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

COUNCIL APPROVED
9/5/23 L.9
DATE

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

CITY OF OXNARD

9-5-23

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent[2]

TETRA TECH, INC.

7/18/2023

Richard A. Lemmon, Sr. Vice President Date

7/18/2023

Preston Hopson, Secretary[3] Date

ATTEST:

9/6/23

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

APPROVED AS TO FORM:

7/25/23

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.

SCOPE OF SERVICES EXHIBIT – JULY 2023

Consultant to perform engineering design services for the replacement of approximately 60,150 LF of existing cast iron pipe water distribution mains (ranging from 8" to 12" in diameter) including associated valves, fire hydrants and other appurtenances.

The project shall also include resurfacing/paving of streets for long sections where pipe is to be replaced.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department and Water Division (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.

6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits and site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Preliminary Design

The consultant shall conduct land survey work as necessary to adequately complete the design, file permit applications, and provide reference points for construction layouts. As a minimum, property lines, right-of-ways, easements, topographic information, location of existing landmarks (e.g. edge of road, sidewalks, buildings, trees, valves, meter boxes, etc.) and underground utility locations are to be included. The engineer shall coordinate with the City and other utility owners to obtain underground utility information prior to the survey. If deemed necessary, the consultant shall conduct subsurface utility engineering locates to determine the location of important underground facilities.

The Consultant shall determine which permits are required for the project, including CEQA documentation, prepare and submit the necessary applications, and provide technical input as required in securing these permits. The consultant shall also provide the City with information regarding the approximate length of review time for each permit, and any special requirements that could delay this process.

The Consultant shall develop a project phasing plan to ensure utility service is maintained throughout the course of the construction project and construction impacts are minimized.

1. Site Survey: The Consultant shall include an allowance in its proposal to perform topographic and/or aerial surveys along the pipelines to be replaced. Aerial photography shall be at a minimum of 1-foot intervals to be used on a 1" = 40' scale plan and profile drawings. Survey information shall include, at a minimum, elevations, northings and eastings of existing street infrastructure and all appurtenances (i.e. sidewalks, curb and gutter, utility boxes, catch basins, utility covers, manholes, fences, driveways, medians, trees, vegetation, etc.). A benchmark and line of bearing shall be established and shall be tied to existing survey control. Electronic CAD files (.DWF) of each topographic survey shall be transmitted to the City and provided as a base map for the project.

2. Geotechnical Borings: The Consultant shall engage a geotechnical service firm to take 25 bore log samples to a minimum depth of six feet and determine the characteristics of the formation. A geotechnical analysis shall be completed by the Consultant and include the determination of needing imported backfill material and removal of unsuitable soil.

3. Potholing: The Consultant shall include an allowance in its proposal to perform exploratory excavations (i.e. "potholing") at 66 locations, at a minimum depth of 6 feet.

4. Preliminary Drawings: Develop plan and profile drawings equivalent to the 30-percent design level.

5. List of Specification: The preliminary design submittal shall include a list of anticipated technical specifications for all aspects of the facilities construction.

Deliverable

The Consultant shall submit the preliminary design electronically in the appropriate format (dwg & pdf).

Task 3: Pipeline 75% Design Services

The Consultant shall create a design, equivalent to the 75-percent design level, including various components such as design criteria, plan and profile drawings, connection details and cross sections. The Consultant shall produce the following 75% design deliverables:

1. General/Civil Design:
    a. Title Sheet
    b. Vicinity and location maps with contacts
    c. Drawing index, general notes, symbols, abbreviations, and legends
    d. Referenced Standards and Specifications

2. Pipeline Design:

a. Plan and Profile Drawings: The Consultant shall prepare plan and profiles drawings to the 75% design level.

b. Pipeline and Utility Key Map.

c. Details: Consultant shall design connection details.

d. Backfill: Consultant shall provide design mix for all backfill material per the geotechnical report.

e. Temporary Water Service: Consultant shall provide plans and details maintaining water service for alignments requiring the existing water main to be replaced in place.

3. Paving and Resurfacing:

a. Develop trenching, backfill, paving and resurfacing drawings.

b. Striping plan

c. Provide a standard design pavement section that adheres to the City Standards. The design shall consider and include limits of replacement.

4. Traffic Control:

a. Stipulate traffic control requirements per the City of standards and permitting requirements. Include requirements as a line item on the bid documents for the Contractor to complete.

5. Specifications:

a. Preliminary technical specification with draft text in all sections.

6. Prepare Preliminary Construction Cost Estimate:

a. Consultant shall prepare a preliminary construction estimate (Level 4 standard per the Association of Construction Cost Estimators) based on the PDR. This initial cost estimate will be updated throughout the final design process. Cost estimates shall include operating costs.

Deliverable

The Consultant shall provide the 75% design package containing drawings and specifications electronically and four (4) sets of 22"x34" (D Size) drawings.

Task 5: Pipeline Final Design Services

Consultant shall provide final design services that include full preparation of drawings, specifications, general and special provisions. The Consultant shall incorporate the review

comments from the preliminary design phase into the 100% design package with the intermediate 90% submittal. The 100% design package shall include all bid documents, front-end documents, technical specifications, and drawings suitable for public bid. Subtasks include:

1. 90% Design Submittal: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (75%) design review. At the end of the 90 percent design phase, drawings and specifications shall be complete. The following tasks are to be completed:

a. Civil drawings and details

b. Pipeline drawings and details

c. Paving and trench repair plans

d. Traffic control drawings (as required)

e. Specifications

f. Construction cost estimate

g. Construction schedule

Deliverable

The Consultant shall provide the 90% design package (electronically).

2. Final Design Submittal: During the final design phase, minor comments from the 90 percent design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

a. Production of final engineering drawings

b. Production of final engineering specifications

c. The Consultant shall prepare a probable construction cost estimate to be transmitted along with the final 100% design package.

d. The Consultant shall divide the project into three (3) separate construction bid packages consisting of the following:

- Hobson Cast Iron Pipe Replacement Project (approximately 15,000 LF)
- Kamala Cast Iron Pipe Replacement Project West Phase (approximately 19,000 LF)

- Kamala Cast Iron Pipe Replacement Project East Phase (approximately 21,000 LF)

Deliverable

The Consultant shall provide the final design package (electronically). All drawings shall be prepared using AutoCAD 2018 or later.

Price Proposal

Hobson and Kamala Cast Iron Pipe Replacement Project

Pipeline Replacement Project - Amendment No. 1

Submitted to: City of Oxnard (Attn: Jorge Espinoza, Project Manager)

Contract Type: T&M

Labor Plan — 14 Resource

Project Phases / Tasks	Total Labor Hrs	Civil/Mech	Program Manager	Senior Project Manager	Project Coordinator	Project Engineer 2	Project Engineer 2	Engineer 3	Engineer 2	Engineer 2	Traffic Engineer	Sr Planner 3	Planner 2	Engineer 3	Project Engineer 1	Sr Project Administrator
	5,024		44	124	29	392	204	916	1,550	1,496	170	42	26	4	11	16
Task 1 - Project Management	**120**		**42**	**50**	**28**											
General Administration (12 months)	30			30												
Quality Control	40		40													
Kick-Off Meeting	6		2	2	2											
30%, 75% and 90% Design Review Meetings	12			6	6											
Monthly Meetings (10)	32			12	20											
Task 2 - Preliminary Design	**935**			**12**		**102**	**20**	**194**	**278**	**242**		**42**	**26**	**4**	**11**	**4**
Utility Research	40								20	20						
Basemap Preparation	200							40	80	80						
Site Visit	128					32		32	32	32						
Survey Services	8								4	4						
Geotechnical Investigation (25 Borings)	8								4	4						
AMENDMENT 1 - Revised City Requirements	6					2			4							
Potholing Services (25 Potholes)	24							20		4						
AMENDMENT 1 - 25 Potholes Revised City Requirements	6					2			4							
AMENDMENT 1 - Additional 41 Potholes	48					16			24	8						
30% Plan and Profile	290					20	20	70	90	90						
Preliminary Technical Memorandum	28			8		16										4
Specification List	2					2										
Phasing Plan and Isolation Valves	32			4		12			16							
Permitting	**115**							**32**				**42**	**26**	**4**	**11**	
CEQA	99							16				42	26	4	11	
City of Oxnard	16							16								
Task 3 - Pipeline 75% Design Services	**3,519**			**54**	**1**	**260**	**172**	**690**	**1,072**	**1,088**	**170**					**12**
Plans	**3,342**			**40**		**204**	**166**	**666**	**1,040**	**1,056**	**170**					
Title Sheet (1)	8					2			6							
General Sheets (2)	25			1		2	2	4	8	8						
Horizontal Control Plan (6)	50			2		4	4		20	20						
Plan and Profile Sheets - Hobson East (23)	692			8		32	32	180	220	220						
Plan and Profile Sheets - Kamala Park (54)	1,532			12		110	110	400	450	450						
Connection Details - Hobson East (3)	70			2		4	4	12	24	24						
Connection Details - Kamala Park (3)	70			2		4	4	12	24	24						
Fire and Water Service Connection Details (1)	28			2		2	2	6	8	8						
Miscellaneous Piping Details (3)	50			2		4	4	8	16	16						
Abandonment Details (1)	24					2	2	4	8	8						
Paving and Resurfacing Plans (11)	70					2	2	24	22	20						
AMENDMENT 1 - Temporary Water Service Plans and Details (9)	207			9		36			144	18						
Traffic Control Plans (40)	**516**							**16**	**90**	**240**	**170**					
Billable	434							16	8	240	170					
Non-Billable	82								82							
Project Specifications	**72**			**12**		**48**										**12**
Front Ends Edits	16			4		8										4
Technical Specifications	56			8		40										8
Construction Cost Estimate and Schedule	**60**			**2**		**6**	**4**	**16**	**16**	**16**						
Construction Costs (Level 4)	49			1		4	4	8	16	16						
Construction Schedule	11			1		2		8								
Submittals	**45**				**1**	**2**	**2**	**8**	**16**	**16**						
75% Design Submittal	45				1	2	2	8	16	16						
Task 4 - Pipeline Final Design Services	**450**		**2**	**8**		**30**	**12**	**32**	**200**	**166**						
90% Design Submittal	298					10	8	20	130	130						
Final Design Submittal	60					4	4	12	20	20						
AMENDMENT 1 - Revised City Requirements	92		2	8		16			50	16						
Task 5 - Bid Phase Services (AMENDMENT 1 - Removed From Scope)	-															
Task 6 - Pipeline Construction Phase Services (AMENDMENT 1 - Removed From Scope)	-															
Totals	**5,024**		**44**	**124**	**29**	**392**	**204**	**916**	**1,550**	**1,496**	**170**	**42**	**26**	**4**	**11**	**16**

Price Summary / Totals

Task Pricing Totals	947,000
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	**947,000**

Pricing by Resource

Project Phases / Tasks	Labor Rate Esc.	Labor	Subs	Travel	ODCs	Task Pricing Totals
	0.00%	632,525	299,817	5,752	8,906	947,000
Task 1 - Project Management		**29,480**			**520**	**30,000**
General Administration (12 months)		6,600				6,600
Quality Control		13,200				13,200
Kick-Off Meeting		1,430			60	1,490
30%, 75% and 90% Design Review Meetings		2,310			219	2,529
Monthly Meetings (10)		5,940			242	6,182
Task 2 - Preliminary Design		**118,180**	**299,817**	**5,752**	**3,451**	**427,200**
Utility Research		4,400			1,726	6,126
Basemap Preparation		22,800				22,800
Site Visit		16,480		5,750		22,230
Survey Services		880	94,185			95,065
Geotechnical Investigation (25 Borings)		880	64,170			65,050
AMENDMENT 1 - Revised City Requirements		770	19,320			20,090
Potholing Services (25 Potholes)		3,040	31,964			35,004
AMENDMENT 1 - 25 Potholes Revised City Requirements		770	14,904			15,674
AMENDMENT 1 - Additional 41 Potholes		6,160	75,273	2		81,436
30% Plan and Profile		35,500				35,500
Preliminary Technical Memorandum		4,880				4,880
Specification List		330				330
Phasing Plan and Isolation Valves		4,620				4,620
Permitting		**16,670**			**1,725**	**18,395**
CEQA		14,590			1,725	16,315
City of Oxnard		2,080				2,080
Task 3 - Pipeline 75% Design Services		**431,095**			**4,705**	**435,800**
Plans		**406,020**			**60**	**406,080**
Title Sheet (1)		990				990
General Sheets (2)		3,160				3,160
Horizontal Control Plan (6)		6,160				6,160
Plan and Profile Sheets - Hobson East (23)		84,120				84,120
Plan and Profile Sheets - Kamala Park (54)		189,940				189,940
Connection Details - Hobson East (3)		8,600				8,600
Connection Details - Kamala Park (3)		8,600				8,600
Fire and Water Service Connection Details (1)		3,640				3,640
Miscellaneous Piping Details (3)		6,320				6,320
Abandonment Details (1)		2,940				2,940
Paving and Resurfacing Plans (11)		8,400				8,400
AMENDMENT 1 - Temporary Water Service Plans and Details (9)		25,740			60	25,800
Traffic Control Plans (40)		**57,410**				**57,410**
Billable		57,410				57,410
Non-Billable						-
Project Specifications		**12,000**				**12,000**
Front Ends Edits		2,680				2,680
Technical Specifications		9,320				9,320
Construction Cost Estimate and Schedule		**7,690**				**7,690**
Construction Costs (Level 4)		6,100				6,100
Construction Schedule		1,590				1,590
Submittals		**5,385**			**4,645**	**10,030**
75% Design Submittal		5,385			4,645	10,030
Task 4 - Pipeline Final Design Services		**53,770**			**230**	**54,000**
90% Design Submittal		34,170			230	34,400
Final Design Submittal		7,280				7,280
AMENDMENT 1 - Revised City Requirements		12,320				12,320
Task 5 - Bid Phase Services (AMENDMENT 1 - Removed From Scope)						
Task 6 - Pipeline Construction Phase Services (AMENDMENT 1 - Removed From Scope)						
Totals	**0.00%**	**632,525**	**299,817**	**5,752**	**8,906**	**947,000**

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of ~~February~~ March, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc ("Consultant"). This Second Amendment amends the Agreement entered into on October 4, 2022, by City and Consultant. The Agreement previously has been amended on September 5, 2023 by a First Amendment.

City and Consultant agree as follows:

1. The Agreement is hereby amended to add the Rates and Costs Exhibit A-1. The Rates and Costs Exhibit A-1 is attached hereto and incorporated herein by this reference. This Rates and Costs Exhibit A-1 is in addition to the Rates and Costs—July 2023 exhibit incorporated by the First Amendment.

2. A Section 38 is added to the Agreement. The terms of that Section 38 are as follows and incorporated herein as if fully set forth in the Agreement:

"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 exhibit attached to this Agreement as Rates and Costs Exhibit A-1. 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."

3. 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

Jennifer Yates 3/11/2024

☐John C. Zaragoza, Mayor[1] Date

☒Jennifer Yates, Purchasing Agent [2]

TETRA TECH, INC.

Richard A. Lemmon, Sr. Vice President 02-28-2024 Date

Preston Hopson, Secretary[3] 02-28-2024 Date

ATTEST:

N/A

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

APPROVED AS TO FORM:

3/5/2024

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.

BELOW
SUBSURFACE IMAGING
An RMA Company

Prevailing Wage 2024
Expiration 7-1-2024

Services	Rates

Ground Penetrating Radar

GPR | Certified Supervising Technician	$195.00 Per Hour
GPR | Trained Certified Assistant Technician	$180.00 Per Hour
Travel Time | Mobilization technician plus equipment	$175.00 Per Hour
Travel Time | Mobilization crew plus equipment	$255.00 Per Hour

Utility Locating - Electromagnetic Locator

Locating | Certified Supervising Technician	$195.00 Per Hour
Locating | Trained Certified Assistant Technician	$180.00 Per Hour
Travel Time | Mobilization technician plus equipment	$175.00 Per Hour
Travel Time | Mobilization crew plus equipment	$255.00 Per Hour

Mapping

Mapping | Supervising Tech	$230.00 Per Hour
Drafting | In-house drafting in AutoCAD	$150.00 Per Hour
Travel Time | Mobilization technician plus equipment	$175.00 Per Hour
Travel Time | Mobilization crew plus equipment	$255.00 Per Hour

CCTV Pipe Inspection

CCTV Robotic Camera Pipe Inspection | For lines greater than 8 inches, includes locating and video	$395.00 Per Hour
CCTV Push Camera Pipe Inspection | For lines smaller than 8 inches, includes locating and video	$370.00 Per Hour
CCTV Lateral Locating | Remote camera launch, includes locating and video for one lateral	$75.00 Per lateral
Water Jetting | Trailer mounted unit, jetting to clear blocked lines up to 8 inches in diameter	$400.00 Per Hour
Water Jetting | Utilizing vac-truck , jetting to clear blocked lines greater than 8 inches in diameter	$450.00 Per Hour
Travel Time | Mobilization technician plus equipment | CCTV	$175.00 Per Hour
Travel Time | Mobilization crew plus equipment | CCTV	$255.00 Per Hour

Potholing

Standard Pothole 1' x 1' x 0' - 5' deep	$660.00 Per Pothole
Pothole 1' x 1' x 5'-10' deep	$710.00 Per Pothole
Pothole 1' x 1' x 10' - 15' deep	$895.00 Per Pothole
Pothole 1' x 1' x 15' - 20' deep	$1500.00 Per Pothole
Pothole 1' x 1' x 20' - 25' deep	Request Quote

Traffic Control | Basic 0 - 25 MPH	$950.00 Per day

Traffic Control | Standard 25 - 55 MPH	$1,500.00 Per Day
Traffic Control | Extensive	$1,750.00 Per Day
Traffic Control | Half day | 25-55 MPH	$750 Per Half Day
Traffic Control Plans | Engineered Stamped Plans	$1,550.00 Per Page
Flagman	$180.00 Per Day

Potholing Hourly Crew | Includes surface breaking, sand backfill, and permanent cold patch repair	$595.00 Per Hour
Potholing Hourly Single Tech | Includes vac-truck, no surface breaking, backfill, or patching	$385.00 Per Hour
Vacuum Excavation Spoil Removal and Dump Fee | Removal of excavated spoils and dumping of material	$950.00 Per Trip

Hot Patching | Standard 2' x 2' area	Request Quote
Slurry Backfill	Request Quote
Keyhole Coring | Includes utilibond	$250.00 Per Pothole
Manhole Dip | Record depth from rim of manhole to invert of pipe	$250.00 Per Manhole

Pothole Report | Drafting time to generate PDF	$550.00 | Per 1-25 PH
Travel Time | Mobilization technician plus equipment	$290.00 Per Hour
Travel Time | Mobilization crew plus equipment	$325.00 Per Hour

Additional Fees

Administration & Project Coordination	$95.00 Per Hour
Per Diem | Per technician	$295.00 Per Day
Permit Costs | 3rd party	Plus 15% Markup

C Below Terms & Conditions apply to all services.

*** 15% Overtime charges applies to all services for Saturday work and off hours 6:00 pm - 6:00 am**

*** 20% Overtime charges applies to all services for Sunday and Holiday work**

*** All services will be billed within the 4 & 8 hour minimum**

Third Amendment to Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project

City Council
May 6, 2025

Tim Beaman, P.E.
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

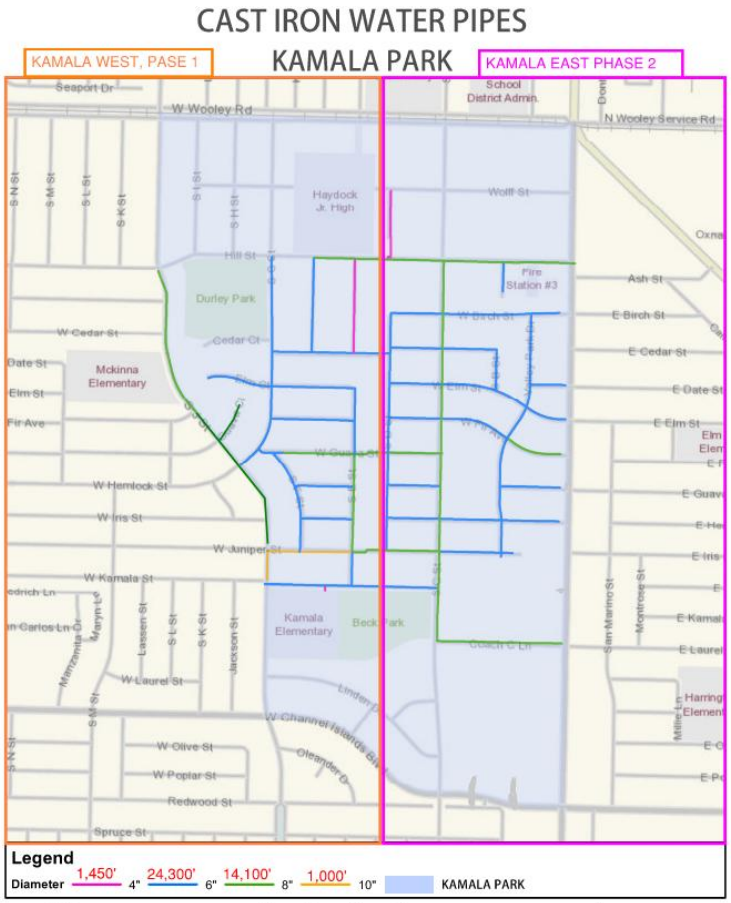
That the City Council approve and authorize the Mayor to execute a Third Amendment to an Agreement with Tetra Tech, Inc. (Tetra Tech) to increase the not-to-exceed amount from $947,000 to $1,051,500 and extend the term through December 31, 2026, for the additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement Project.

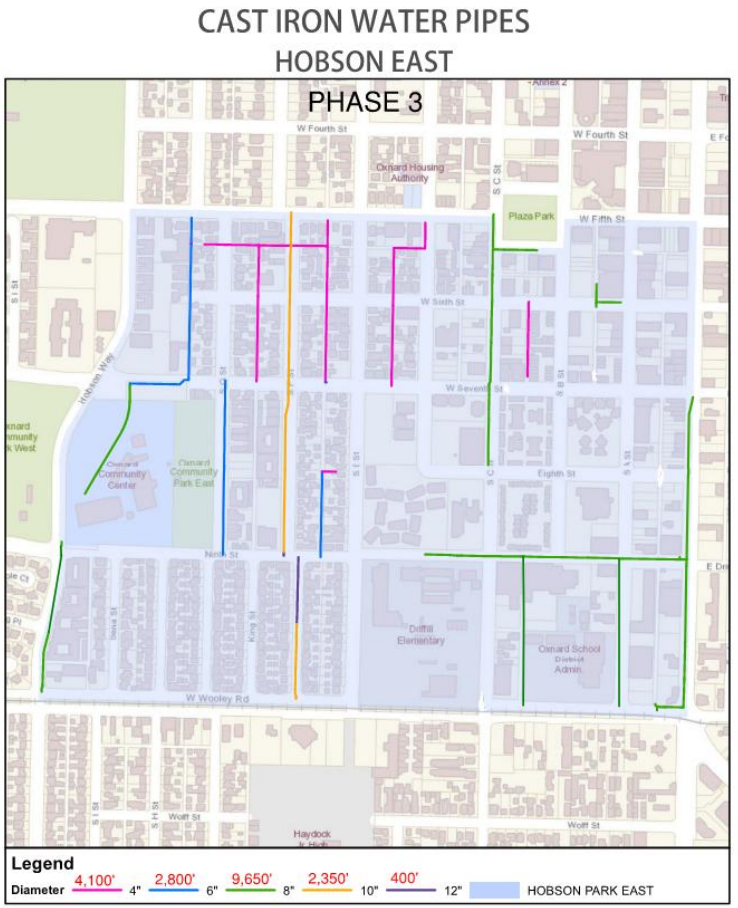
BACKGROUND

- On Oct. 4, 2022, the City Council approved a $850,000 contract with Tetra Tech for design, specifications, and bid documents for the Kamala and Hobson Cast Iron Pipe Replacement Project
- On September 5, 2023, the City Council approved the first amendment to the contract for a total of $947,000 to cover additional design work.
  - Additional potholing
  - Additional pavement repairs
  - Dividing the project into three phases to manage construction costs
- On March 11, 2024 the Second Amendment to Agreement A-8491 was executed to add the sub-consultant C-Below Subsurface Imaging to the agreement.
- On July 16, 2024, the City Council approved acceptance of a federal grant from the U.S House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Project.

BACKGROUND

- Due to the 30% engineer's estimate of $39M, excluding construction management and engineering services during construction, the Project design package has been split into three phases; Kamala West, Kamala East, and Hobson.





DISCUSSION

- Tetra Tech submitted the 90% design level plans in December 2024 and held a meeting in January 2025 with the City, discussing comments to the design package. As a result of the design review meeting, and to mitigate costly change orders during construction, the City requested Tetra Tech to:
  - Develop highlining plans
  - Pipeline alignment relocation
  - Additional field visits
  - Utility relocation
  - Meter relocation details

- The grant funding for the construction phase of the project requires completion of the National Environmental Policy Act (NEPA), in addition to the California Environmental Quality Act (CEQA) included in the original scope of work.

- The proposal was reviewed by the Project Manager and the Assistant Director of Public Works.

FINANCIAL IMPACT

- The total cost for this Third Amendment to Agreement A-8491 with Tetra Tech shall not exceed $104,500 with a new total contract value of $1,051,500 for professional engineering services.

- The Kamala and Hobson Cast Iron Pipe Replacement Project (C2228 & C2227) are funded from the Water Operating Fund (601) with an available combined budget of approximately $1,270,652 to fund these projects.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.8

DATE: May 6, 2025

TO: City Council

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

SUBJECT: Golf Management Agreement 32600001. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Golf Management Agreement with American Golf Corporation for a five-year term ending on June 30, 2030, with an option of a single five-year extension ending on June 30, 2035.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on December 17, 2024)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZeNgk62v1Fg

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 current Golf Management Agreement ("Agreement") that began on July 1, 2019 and was scheduled to 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 (staff report is attached for reference).

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 (Amendment and staff report are attached for reference).

On December 17, 2024, the City Council authorized the Second Amendment to the Golf Management Agreement with AGC for a time extension ending on June 30, 2025 to complete the fiscal year and have the new Agreement begin on July 1, 2025 to coincide with the beginning of Fiscal Year 2025-26 (Amendment and staff report are attached for reference).

DISCUSSION

Some of the major elements in the proposed new Agreement are:

1. Compensation through a Base Management Fee, Variable Fee, and Incentive Fee for Customer Service;
2. Invoicing for all operations and management fee expenses;
3. Clarification about earned interest on bank accounts;
4. Golf course conditions and improvements to the facilities (e.g., event space);
5. 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 major elements to provide specific objectives and criteria for measuring success. In addition to providing financial thresholds and objectives for the operator to meet, there are also thresholds and requirements for customer satisfaction that are contained within the new Agreement.

Base Management Fee

The Base Management Fee is $190,000, up from $100,000 in the current Agreement, for the first year with an annual CPI inflator not to exceed 5% each year. Additionally, AGC has agreed to contribute towards the capital improvements for the event space/reception center for $52,500 annually during the term of the new Agreement. Therefore, the net Base Management Fee for the first year of the new Golf Management Agreement will be $137,500 which is paid in monthly installments of $11,458.

Variable Fee for Performance

The annual Variable Fee is thirty percent (30%) of the Gross Profit from the golf operations that exceeds the Annual Threshold. The Annual Threshold for the first year is based on the average of the most recent 24 months of Gross Profit, which includes the 2023 City Council-approved rate increase. Each year thereafter, the Annual Threshold will then be adjusted annually, up or down, based on the National Golf Foundation's annual "*National Rounds Played Report*" (NRPR) for the most recent California Year to Date (YTD) percentage that is contained in their December Report. The current Golf Management Agreement has a tiered structure for the Incentive Fee and for FY 2023-24 AGC collected $327,402. With the new Variable Fee for Gross Profit over the Annual Threshold, the City approves the Annual Threshold amount and shares 30% of the Gross Profit that exceeds the Annual Threshold with the Golf Operator. The estimate for FY 2024-25 is $196,687 as detailed below in Example 2 and assuming a 4% growth on Gross Profits in FY 2024-25.

The new Agreement also changes the perspective of this performance. Under the current Agreement, it incentivized the difference between revenues and expenditures, which can be focused on just decreasing expenditures despite the long term impacts to the golf course and/or the course users. Now, in the new Agreement, the performance measure is focused on Gross Profits, so that it does not incentivize reducing expenditures at the cost of impacting the playability of the golf course and/or the experience of the customers.

Incentive Fee for Customer Service

The Incentive Fee for Customer Service is a $50,000 maximum that is based on a Net Promoter Score (NPS). The NPS consultant, sometimes referred to as a "Secret Shopper", will work with the City separately from the Golf Management Agreement. The NPS consultant will experience the Golf Operations as an anonymous customer through random and multiple visits during the operating year and provide a report for each visit and an overall customer experience score. This net score will reflect either Average ($10,000 Incentive Fee earned), Good ($25,000 Incentive Fee earned), or Great ($50,000 Incentive Fee earned).

Invoicing

The new Agreement includes new requirements for invoicing to control monthly operating expenses, as well as to track all compensation to the golf operator. The current Agreement pays the annual operating budget in twelve monthly installments. The New Agreement requires the City to deposit the first two months of operating expenses into the operating account for working capital. The golf operator is then required to invoice each month's expenses, which includes a Monthly Expense Report with support documentation, to the City for review, as required, and reimbursement. The golf operator will also be responsible for invoicing the golf operations payroll, with support documentation, every two weeks. The Base Management Fee compensation for the golf operator will be a stand-alone line item that is included in the Monthly Operating Invoice and the Variable Fee and Incentive Fee will be invoiced to the City separately at the close-out of the fiscal year. All compensation to the golf operator will be invoiced for tracking and records.

Bank Accounts

As with the current Agreement, the City controls the golf operations Revenue Account. All revenues generated by the golf operations are deposited into the Revenue Account. The golf operator does not have access to draw funds from the Revenue Account.

The golf operator establishes the golf operations Expense Account. The City will deposit the first two months of annual expenses into the golf operations Expense Account as working capital. The golf operator is then responsible for invoicing all expenses to the City for reimbursement to the working capital. The City has access to all records and bank statements for the Expense Account pursuant to the terms of the new Agreement. The golf operator is not permitted to open any other bank accounts for the golf operations.

Any interest earned in either the Revenue Account or the Expense Account is City revenue.

Golf Course Conditions, Improvements (CIP), and Landfill Maintenance

During the past five fiscal years, the golf operations has generated capital reserves that will be used for improving the golf course and facilities, and for major capital improvements such as the clubhouse roof, driving range, and event space. The new Agreement contains quarterly inspections for the golf course conditions, parameters for performing major capital improvements, and responsibilities for the Santa Clara Landfill Post-Closure Maintenance Plan.

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 will require the Manager (AGC) to continue to manage and operate the golf operations in accordance with the standards set forth in the Agreement which includes the FY 2025-26 Annual Plan and each Annual Plan thereafter. Therefore, the Golf Enterprise Fund will continue to support the golf operations per the City Council-approved budgets contained in the Annual Plans and any mid-year adjustments.

Both estimated revenues and expenditures have been programmed in the Proposed Budget for FY 2025-26 for City Council's consideration within the operating Golf Fund (651).

Here are a few examples and comparisons of compensation between the current and new Agreements:

Example 1: Under the current Agreement, AGC earned a total of $427,402 (Base plus Incentive Fees) for FY 2023-24. If the proposed terms of this new Agreement were in place in FY 2023-24, AGC would have earned $343,649 in total compensation, assuming a "Great" (which is the highest) Net Promoter Score for customer service, accounting for the agreed upon $52,500 event space payment by AGC to the City, and the Annual Threshold being calculated by FY 2022-23 through 2023-24.

Example 2: Based on the FY 2023-24 totals and with a 4% increase in the estimated Gross Profit for FY 2024-25, under the current Agreement, AGC would earn a total of $439,418 (Base plus Incentive Fees). If the proposed terms for the new Agreement were in place for FY 2024-25, AGC would earn $384,187 in total compensation, assuming a "Great" (which is the highest) Net Promoter Score for customer service, accounting for the agreed upon $52,500 event space payment by AGC to the City, and the Annual Threshold being calculated by FY 2022-23 through 2023-24 plus 4%.

AGC's average total compensation under the current Agreement for the past three fiscal years has been $392,084. Also, the average net surplus for the golf enterprise fund over the past three fiscal years has been $1,350,883 annually, which can be used for future improvements, such as capital projects.

There is no impact on 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 December 17, 2024.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Golf Management Agreement #32600001
2. AGC Agreement A-8157 thru Second Amendments
3. February 6, 2024 Staff Report
4. June 4, 2024 Staff Report
5. December 17, 2024 Staff Report
6. Presentation

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of July 1, 2025 (the "Commencement Date") by and between the City of Oxnard, California ("Owner"), and American Golf Management, LLC ("Manager").

RECITALS

A. Owner is the lessee of that certain real property located in Oxnard, California, known as "River Ridge Golf Club", which includes two golf courses (36 holes), clubhouse (food & beverage services, office space, reception space, pro-shop) driving range, maintenance Golf Operation, and other related amenities that includes buildings, structures, and improvements related thereto, as depicted on **Exhibit "A" SITE MAP** of this Agreement (the "Golf Operation").

B. Owner is also the owner of the two football fields located adjacent to the golf course which are currently used by the Dallas Cowboys summer training camp, but are not part of the Golf Operation (the "Practice Fields").

C. The Golf Operation was previously operated by Manager under an agreement with the Owner which will expire June 30, 2025.

D. Manager, together with its Affiliates, is engaged in the ownership, management, and operations of golf courses and country clubs throughout the United States.

E. Owner desires to utilize the services of Manager for the overall management of the Golf Operation and the maintenance of the Practice Fields in accordance with the terms set forth herein.

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 "B" DEFINITIONS** of 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 five (5) years (the "Initial Term") with the expiration date of June 30, 2030. Upon expiration of the Initial Term, Owner may, in its sole discretion, elect to renew this Agreement for another five (5) year term by setting forth its intention to renew in writing no later than sixty (60) days prior to the expiration of the Initial Term. The Initial Term and Renewal Term (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, as an independent contractor, the right to manage and operate the Golf Operation pursuant to the terms of this Agreement, and Manager agrees to operate the Golf Operation in such manner. Subject to the terms of this Agreement, Manager shall have authority and responsibility to: (a) implement the policies, standards, and schedules for the Golf Operation as approved by the City; (b) manage and supervise all day-

to-day Golf Operations, including but not limited to: starting, course marshals, pro shop, building and course maintenance, security, cart rentals, driving range, food and beverage service, event space rental and catering, golf instruction, and administration/management; (c) collection of City approved fees, per **Article 3.2 Annual Plan**; (d) hire, train, and supervise all employees reasonably and necessarily required to carry out Manager's responsibilities of managing the Golf Operation, including without limitation the General Manager and Golf Course Superintendent; (e) acquire all goods and services necessary to carry out Manager's responsibilities of managing the Golf Operation; (f) acquire and maintain all necessary licenses and permits for the operation of the Golf Operation including those related to food preparation and alcoholic beverage service; (g) manage all course reservations, tee times, and tournaments; (h) manage all marketing and promotional activities and customer service relations; (i) manage accounting and payroll procedures and functions; and prepare the Annual Plan and other plans and reports as set forth herein including but not limited to all reports in **Article 6** of this Agreement; (j) procure and maintain all equipment necessary and appropriate for the profitable and efficient operation of the Golf Operation; (k) Owner agrees to cooperate with Manager to assist in carrying out the Manager's duties under this Agreement; and (l) Manager agrees to work with Owner to adjust the expense and revenue budgets, as necessary, to provide for a profitable operation and positive Net Cash Flow.

3.2 Annual Plan.

To the extent the foregoing duties are discussed, detailed, and/or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees to reasonably cooperate with Manager to permit and assist Manager in carrying out its duties under this Agreement. Manager shall work with, and obtain any necessary approvals from the Owner's designated Project Manager, the City Manager, and/or Department Director. The Annual Plan shall be split into calendar months commencing in July and ending the following June.

Owner acknowledges that the Annual Plan and the budgets contained therein for each fiscal year are estimates and will not, and do not, constitute a guarantee of the actual revenues and expenses of the Golf Operation. Both parties understand that, as provided in **Article 10 Major Capital Improvements**, 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 of this Agreement is attached as **Exhibit "C" Annual Plan**.

3.2.1 Preparation. Manager will submit to Owner on or before February 1 of each year of operation within the term of this agreement an Annual Plan for the following Fiscal Year consisting of recommended fees and a budget which shall include for the ensuing year estimates covering the projected Golf Operation revenues and expenses, including food and beverage operations, and the projected expenditures for (a) property operations and ordinary repairs, replacements, alterations, and maintenance, including the landfill post-closure maintenance and consulting services, (b) furnishings and equipment, and Operating Inventory, (c) advertising, sales, and business promotion, (d) employee compensation, and (e) a golf course maintenance agronomy plan that details the schedules for mowing, aeration, topdressing, fertilization, lake and pump maintenance, spraying and weed control, and all other maintenance applications (the "Agronomy Plan"). The Agronomy Plan must provide itemized costs for all maintenance operations, including staff. The annual Agronomy Plan for the Practice Fields will also be included in each year's Annual Plan (subject to approval by the Owner) as a separate cost that is not a component of the Golf Operation or the Golf Operation expenses.

3.2.2 Fees. The recommended green fees, cart fees, and range fees to be approved as part of the Annual Plan shall be competitive with the fees charged by neighboring public or semi-private golf courses in the Ventura County area. Any increases in fees from one Operating Year to the next must be approved by Owner's designated Project Manager, the City Manager and/or Department Director as part of the Annual Plan.

3.2.3 **Approvals.** Each Annual Plan shall be subject to the prior written approval of Owner, and shall not go into effect without such written confirmation from the Owner. Such approval will not be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than sixty (60) 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 60-day period, then Owner shall be deemed to have approved the Annual Plan as submitted.

3.2.4 **Negotiations.** In the event of negotiations with regard to an Annual Plan, the parties shall use good faith efforts to agree upon an Annual Plan. Pending the outcome of the negotiation, Manager shall continue to manage and operate the Golf Operation in accordance with the standards set forth in this Agreement and the most recent approved Annual Plan and any approved amendments thereto. Manager shall maintain a level of expenditures comparable to the preceding Operating Year, subject to reasonable increases in Operating Expenses as requested by Manager and approved by Owner due to (a) increases in the number of guests using the golf course, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.).

3.2.5 **Amendments.** Once approved, Owner or 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 Owner / 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 mutually agreed final approval by both parties.

3.2.6 **Meetings**: Further, Manager and Owner shall meet on a monthly basis during the Term to review the Annual Plan, discuss the revenues and expenditures of the prior month and year to date, 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 Golf Operation and maintaining 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 preparation of the Annual Plan.

3.2.7 **Compliance.** Manager shall use its best efforts to operate the Golf Operation 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 fiscal year, it shall promptly notify Owner of the same. Manager may not expend Operating Expenses in excess of the amounts as set forth in the Annual Plan under any circumstance unless (a) approved by Owner in writing or in accordance with revisions to the Annual Plan as contemplated under **Article 3.2.6** or (b) in the event of permitted Emergency Expenditures under **Article 3.2.8**.

3.2.8 **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 up to $100,000 per occurrence 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 the Manager proposes to take, or has taken (including the amount of any expenditures). Owner expressly indemnifies and holds harmless Manager from and against any and all liability, loss, personal injuries, damage to or loss of real property or personal property, or any other claims, suits or actions related to an emergency situation ("Emergency Claims") and resulting directly from the limitation herein that Manager may not exceed $100,000 in emergency expenditures for a particular emergency situation.

3.2.9 **Capital Expenditures.** Manager shall include with each Annual Plan a list of any planned expenditures for any equipment, or ordinary maintenance, repair, replacement, rebuilding, or operation of to the Golf Operation, which can be capitalized in accordance with Generally Accepted Accounting Principles ("GAAP"), of which the total cost for each does not exceed $99,999 and the expenditure has a useful life of more than one year ("Capital Expenditures"). The list shall identify the individual Capital Expenditures, individual costs, and the total costs for all Capital Expenditures being proposed in the Annual Plan.

3.3 **Technical Assistance Services**. During the Term, Manager will provide, as needed, certain supervisory and consulting services for the Golf Operation from Manager's regional and corporate technical assistance services program, including business planning and budgeting, Capital Improvement planning (subject to **Article 3.4** and **Article 10**), training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance that includes ensuring that third party consultants are performing required post-closure landfill maintenance. Except as provided in **Article 3.4 Special Consulting Services**, 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 **Article 3.3 Technical Assistance Services**, upon Owner's prior written request and approval, Manager may provide to the Golf Operation additional consulting services for Capital Improvement Program ("CIP") projects not contemplated by this Agreement or Annual Plan which would not otherwise be performed in the ordinary course of day-to-day operations of the golf course, including but not limited to special legal consultation, environmental mitigation, post-closure landfill projects, 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. The scope of work and budget will include consultant costs as a line-item expense. 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 Golf Operation in accordance with and subject to the Annual Plan, Manager shall, in its own name as the authorized agent of Owner or in the name of the Owner (with Owner's approval) as may be applicable, perform the following services, or cause the same to be performed for the Golf Operation:

(a) enter into contracts for the furnishing of utilities and maintenance and other services for the Golf Operation, in Manager's name, provided however that (1) any such contract which is for a term that ends after the next Annual Plan is due and for an aggregate cost in excess of five thousand dollars ($5,000) that is not otherwise approved within the current Annual Plan must be approved in advance and in writing by Owner, and (2) 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 accrue after termination of this Agreement; Failure of Manager to submit and receive written approval shall result in Manager assuming any such contracts which are then in effect and unexpired at the time of such termination and indemnify and hold harmless Owner from and against any additional obligations thereunder which may accrue after termination of this Agreement.

(b) make all repairs, decorations, revisions, alterations, and improvements to the Golf Operation as shall be reasonably necessary to maintain the facilities in a good, safe and sanitary order, condition, and repair;

(c) perform all necessary maintenance, repairs, decorations, revisions, alterations and improvements to the Practice Fields ("Practice Fields Maintenance") per the most recent Agreement with the Dallas Cowboys

organization, including without limitation, the annual maintenance services described in the Annual Plan **Exhibit "C" Annual Plan** attached hereto. The costs of the Practice Fields Maintenance are non-golf enterprise expenses, and as such shall be tracked separately from the costs of the Golf Operation for time and materials. Owner understands and agrees that to the extent Manager utilizes labor, equipment and materials in performing the Practice Fields Maintenance that are also utilized in the Golf Operation, Manager will make a reasonably good faith allocation of those costs on a pro rata basis towards the Golf Operation and the Practice Fields Maintenance and Owner shall accept such allocation absent evidence of bad faith or commercial unreasonableness by Manager. Manager shall have no authority to operate, use, or perform any services related to the Practice Fields, other than the maintenance services set forth in the approved Annual Plan, 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 in **Exhibit C**;

(d) incur such expenses, as Operating Expenses of the Golf Operation, as shall be necessary for the operations and maintenance to the quality standards contemplated by this Agreement and the Annual Plan, including, without limitation, incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory and the expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(e) maintain a level of maintenance, including Operating Inventory, necessary to satisfy the quality standards contemplated in this Agreement as documented by the **Golf Course Operations and Maintenance Standards – Quarterly Review (Exhibit "D")** of this Agreement;

(f) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in **Article 3.8 Liquor License**, all licenses and permits reasonably required for Manager (or by applicable Legal Requirements) in connection with the operation and management of the Golf Operation, in Manager's name (unless any applicable law requires that such license or permit be in the name of Owner); 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;

(g) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Golf Operation as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance, or other charge on the Golf Operation, including, with Owner's prior written consent, hiring legal representation and paying attorneys' fees, as an Operating Expense of the Golf Operation, as necessary to comply with Legal Requirements and defend the Golf Operation against legal claims;

(h) 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 Golf Operation;

(i) routinely, but not less than 4 times per fiscal year (Quarterly), Owner's designee will inspect and report on the condition of the golf course, improvements, facilities, and equipment;

(j) recommend a 5-year golf course CIP, updated every two Operating Years, to Owner by the end of November of that second Operating Year;

(k) assist, as needed, in the development of a Master Plan for the golf improvements;

(l) work with Owner in establishing realistic goals and practices to reduce golf course irrigation requirements and water consumption;

(m) use commercially reasonable efforts, as lawfully allowed, to eliminate, reduce, or discourage waterfowl populations on the golf course;

(n) comply with all applicable ordinances, resolutions, and local policies, including Owner's Living Wage Policy Exhibit, which is attached hereto as **Exhibit "E" Living Wage**;

(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. Owner is required to register the Agreement with the DIR within 30 days of award. 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 "F" Prevailing Wage**;

(p) conduct quarterly stock counts and report results to Owner. Excessive stock losses and unaccounted variances shall be investigated and Manager will use best efforts to identify, address, and eliminate stock losses to the extent reasonably possible.

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 Golf Operation, and all such employees shall be deemed employees of Manager and not employees of Owner, or joint employees with Owner.

3.6.2 Management Staff. Manager shall recruit, hire, train, discharge, promote, and supervise the management staff of the Golf Operation (i.e., the General Manager, the Golf Course Superintendent, assistant managers, and department heads). All management employees shall be properly qualified for their positions, and Manager will use best efforts to recruit and hire employees who are qualified as either PGA or GCSAA or equivalent for their position. Management employees will receive similar Employee Compensation to comparable employees with comparable qualifications at other golf facilities within the region. Compensation of management staff is an Operating Expense of the Golf Operation and 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 approved, then as otherwise approved in writing by Owner).

In the event that Owner is dissatisfied with the performance of any management 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 the next highest level of the Manager's organization, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints.

3.6.3 Operations Staff. Manager shall supervise, through the management staff, the recruiting, hiring, training, discharge, promotion, and work of all non-management employees of the Golf Operation All employees of the Golf Operation shall be properly qualified for their positions with Employee Compensation that is no less than the **Living Wage (Exhibit "E").** The compensation of the operations staff is an Operating Expense of the Golf Operation and 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).

3.6.4 Benefit Plans. Manager shall have the right to provide eligible employees of the Golf Operation with employee retirement benefits, disability, health and welfare benefits, and other benefit plan or plans, now or hereafter available to employees of other Manager Golf Operations, if such benefits have been approved in the Annual Plan, and to charge the Golf Operation with its allocable share of such Manager plan or plans, as an Operating Expense.

3.6.5 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 Golf Operation the General Manager, the Golf Course Superintendent, 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 Golf Operations. During such time as these employees are temporarily assigned to the Golf Operation, all such employees will be paid their compensation at the rate that is approved for that position in the current Annual Plan and the pro-rata share of such employees' compensation is equal to the actual time such employees worked and shall be an Operating Expense of the Golf Operation per the Annual Plan.

3.6.6 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 Requirements including but not limited to legal nondiscrimination mandates. Manager shall take commercially reasonable steps to ensure that its subcontractors, if any, comply with this Article.

3.7 Restrictions on Use of Golf Course.

(a) The golf course shall be used solely for the Golf Operation and related reception and food and beverage services to the extent applicable that includes: a retail golf shop, bar and restaurant, banquet facilities, driving range, and such other uses and amenities as may be approved by Owner and are compatible with the Golf Operation including, by way of illustration and not limitation, golf instruction, sports and entertainment, convention facilities, and Community Special Events.

(b) Manager agrees not to willfully carry on any dangerous activity within the Golf Operation or Practice Fields, or to use any portion of the Golf Operation 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 Golf Operation to comply with all Legal Requirements relating to the condition, use and occupancy, and shall comply with all Legal Requirements in performing Golf Operation and Practice Field maintenance.

3.8 Liquor License. Manager through its permitted Affiliate American Golf Corporation ("AGC") shall, as an Operating Expense of the Golf Operation, maintain the current liquor license issued by the State of California in AGC's name, permitting the sale of alcoholic beverages (including beer, wine, and liquor) at the Golf Operation. Manager and AGC, as Owner's agents, shall be solely responsible for liquor sales at the Golf Operation and agree 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, Manager shall ensure that AGC will maintain in its name (and Owner shall reasonably cooperate with Manager and AGC 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. Upon the termination of this Agreement for any reason,

Manager shall ensure that AGC will cooperate in all respects and take all steps necessary to effectuate the transfer of the Golf Operation's liquor license to 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 efforts to obtain the liquor licenses (or a transfer of AGC's liquor licenses) for a new manager or operator to serve alcoholic beverages at the Golf Operation. Manager agrees, on the termination date, 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 for the Golf Operation pending the transfer or issuance of all appropriate licenses and permits to Owner's new manager.

ARTICLE 4 - INSURANCE

4.1 Coverage.

(a) Manager agrees to procure and maintain, as an Operating Expense of the Golf Operation, at all times during the Term, the insurance set forth on **Exhibit "G"**:

(b) Manager shall have the right to raise the minimum amount of any insurance to be maintained with respect to the Golf Operation under **Article 4.1(a)** 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 Golf Operation. 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 Golf Operation.

(c) The types of insurance and the coverage amounts specified in **Exhibit "G"** are the minimum insurance recommended by Manager in connection with the operation of the Golf Operation. 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 **Exhibit "G"**.

4.2 Policies and Endorsements.

4.2.1 Policies. All insurance coverage provided for under **Article 4** 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 canceled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under **Article 4.1** shall contain an endorsement to the effect that such insurance shall be primary and noncontributory 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 Golf Operation, 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 Golf Operation 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 Golf Operation, 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 **Article 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 FEES

5.1 Fixed Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "**Fixed Management Fee**" equal to One Hundred Ninety Thousand Dollars ($190,000) the first year with an annual CPI inflator not to exceed 5% each year thereafter. However, Manager agrees to contribute $52,500 of the Fixed Management Fee annually for the term of this Agreement and renewal of Agreement as a contribution to the Reception Center (or Event Space) Project in accordance with **Article 10** of this Agreement. Therefore, the net Fixed Management Fee will be $137,500 for the first year and payable in twelve (12) monthly installments of $11,458.33. The Fixed Management Fee shall be paid to Manager in accordance with **Article 5.3** of this Agreement.

5.2 Variable and Customer Service Fees.

1. In addition to the Fixed Management Fee, Owner shall further pay to Manager a **"Variable Fee"** equal to thirty percent (30%) of the amount by which the Gross Profit of the Golf Operation exceeds the Annual Threshold for a given Operating Year. "Gross Profit" is defined as:

1. Greens Fee Revenue
2. Cart Fee Revenue
3. Driving Range Revenue
4. Merchandise Gross Margin (less cost of sales)
5. Food and Beverage Gross Margin (less cost of sales)
6. Facility Rental and Event Revenue
7. All other miscellaneous Revenues

The Annual Threshold shall be set by the average annual Gross Profit of the Golf Operation for the previous twenty-four months from March 1, 2023 to February 28, 2025. The Annual Threshold will then be adjusted annually, up or down, based on the National Golf Foundation's annual "*National Rounds Played Report*" (NRPR) for the most recent California Year to Date (YTD) percentage that is contained

in their December Report (Calendar Year). The Variable Fee shall be paid to Manager in accordance with **Article 5.3** of this Agreement.

Example of the Variable Fee Payment Calculation: The average annual Gross Profit for the previous 24 months (Mar. 1, 2023 to Feb. 28 2025) is $6,544,621. Therefore, if the Gross Profit for FY 25 is reported by Manager and confirmed by Owner to be $7,026,640 (4% growth) and the Gross Profit exceeds the Annual Threshold of $6,544,621 within that year's Annual Plan, then $7,026,640 - $6,544,621 = $482,019; and 30% of $482,019 = $144,606 Variable Fee.

Any future fee increases that are approved by Owner will require a review and may require an adjustment to the Annual Threshold at the Owner's discretion, beyond that of the annual consideration for the NRPR, to compensate for the increase in revenue as a result of such Owner approved fee increases. At no time will the adjustment to the Annual Threshold, as a result of future increases in fees, be greater than the percentage of said fee increases.

2. In addition to the Fixed Management Fee, and the Variable Fee, Owner shall also pay Manager a "**Customer Service Fee**" of up to $50,000 in a given Operating Year, if the average Golf Net Promoter (secret shopper) score is rated as either Average ($10,000), Good ($25,000), or Great ($50,000). Golf Net Promoter surveys will be conducted by Owner at Owner's expense, at least 10 times per year. The results of each visit will be shared with Manager and each result will be recorded and aggregated to an annual mean average for the purposes of qualification for a pro rata payment for Average, Good, or Great service. The intent of the Incentive is to provide a measurement of customer service with an incentive for Manager to improve customer satisfaction through effective marketing and by delivering a quality experience to all customers of the Golf Operation. The Customer Service Fee shall be paid to Manager in accordance with **Article 5.3** of this Agreement.

5.3 Payment Schedule. Manager shall include the proportion of the **Fixed Management Fee** within that month's invoice that is supported by the Monthly Expense Reports to Owner pursuant to **Article 6.2** below and Owner shall pay Manager the Fixed Management Fee in accordance with **Article 5.1** of this Agreement.

Manager shall calculate and invoice to Owner the amount due for the annual **Variable Fee** based on the close-out financial statements per **Article 5.2.1**.

Owner shall provide Manager the itemized and aggregated Golf Net Promoter scores for the proceeding Operating Year and provide an itemized detail of such calculation to Manager for its review. verification, and confirmation of the **Customer Service Fee** per **Article 5.2.2**. Manager will invoice Owner based on the pro rata Golf Net Promoter Score. Owner will pay Manager the Variable Fee and Customer Service Fee, if any, within thirty (30) days following receipt of the invoice(s) with final calculation of financial results and Golf Net Promoter score for the Golf Operation for the proceeding Operating Year.

In the event Owner disputes Manager's calculations in writing, Owner and Manager shall meet and confer in good faith to resolve any such dispute. If Owner fails to provide a written notice disputing the Manager's calculations, with supporting explanation and detail for its position, within thirty (30) days following receipt of Manager's calculation, the Variable and Customer Service Fees as submitted by Manager shall be deemed approved.

ARTICLE 6 - BANK ACCOUNTS WORKING FUNDS, RECORDS & REPORTS, AND REMOVAL OF PROPERTY

6.1 Bank Accounts. In connection with operation and management of the Golf Operation, the following bank accounts shall be established by Owner and Manager in a bank or banks approved by Owner.

6.1.1 Owner Account Owner shall establish a bank account ("Owner Account") to be in the Owner's name. The revenues from the Golf Operation shall be deposited into the Owner Account on a daily basis (excluding days banks are closed) in a safe and secure manner per the approved Cash Handling Policy of Manager. Manager shall only have access to the Owner account for the purposes of making deposits.$All Gross Revenues of the Golf Operation shall be collected, received, and deposited by Manager exclusively through the Owner Account.

6.1.2 Operating Account

Manager shall establish a bank account for the Golf Operation at a banking institution or institutions solely at the discretion of Manager, with such account to be in Manager's name and sole control (the "Operating Account"). Owner shall deposit all funds required to be furnished by Owner as Working Capital funds under **Article 6.2** of this Agreement, including all amounts necessary for the maintenance of the Practice Fields, 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 Golf Operation. However, Manager shall not open any other bank accounts related to the Golf Operation, except for the Operating Account, without explicit written approval from Owner. All records and bank statements for the Operating Account shall be subject to access and inspection by Owner pursuant to the terms recited herein. 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 Golf Operation incurred during the Term shall be paid to Owner within 30 days of termination

Manager is authorized to pay from the Operating Account such amounts at such times as are required in connection with the operation, maintenance, repair, and improvement of the Golf Operation and related facilities, and the maintenance of the Practice Fields as set forth in **Article 3.5(c),** 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, such payments not to exceed amounts set forth in the Annual Plan unless otherwise approved pursuant to **Article 3.2.7**. At no point shall the Manager exceed the Owner approved budget. Any expenditure associated with the maintenance of the Practice Fields shall be tracked separately in accordance with **Article 3.5(c)** as a non-Golf Operation expense.

Upon termination of the Agreement, Manager shall repay Owner all remaining funds (less encumbered expenses) including any advance for Working Capital within 30 days after termination. Any shortfall in funds will be owed to Owner by Manager's corporate parent company, should any variance exist at time of termination.

6.2 Account Funding.

Owner shall deposit into the Operating Account the amount equivalent to two months of operating expenditures as "Working Capital" no later than 10 days prior to the Commencement Date of the Agreement.

During the term, Manager shall provide to Owner by no later than the twentieth (20th) day of each calendar month the invoices requesting reimbursement for authorized non-payroll related Golf Operating expenses. These invoices shall be supported by a Monthly Expense Report that details all non-payroll Operating Expenses and supported by the third-party vendor invoices for the Golf Operation of the preceding calendar month. Manager shall provide to Owner an invoice with supporting documentation that verifies all payroll expenses on a bi-weekly basis during the Term, no later than ten (10) days following Manager's regular pay periods ("Payroll Reports"). Monthly Expense Reports and Payroll Reports may be collectively referred to herein as a "Report" or "Reports." Each Report shall include an itemized listing of all Operating Expenses or payroll expenses, as applicable, with the supporting documentation showing proof of receipt and payment for all expenses, including but not limited to copies of vendor invoices, receipts, the general ledger, Manager's standard payroll report received from its payroll vendor, and/or any other documentation reasonably necessary and acceptable to Owner, to support the payments made by Manager from the Operating Account as detailed in the applicable Report (collectively "Backup"). Manager shall provide evidence of payment within 15 days upon reasonable request by Owner.

6.3 **Monthly Expense Reports**. Shall be provided to Owner per **Article 6.2** and shall be itemized in accordance with the categorization of the Annual Plan for budgeting purposes, including but not limited to; General and Administrative Costs, Cost of Goods - Merchandise, Cost of Goods - F&B, Maintenance, Food and Beverage Operations, and Pro Shop Operations. Payroll Reports shall be itemized by detailing name, title, number of hours worked, rate of pay, and payment amount to each individual employee. Manager shall redact all social security numbers on any payroll supporting documentation, and shall not share with Owner.

Upon receipt and review of each itemized Monthly Expense Report and each Payroll Report with all Backup to the reasonable satisfaction and verification of Owner, Owner shall process Managers' invoices for payment to Manager, who in turn shall replenish the Operating Account by depositing this payment. Owner endeavors to make payments for all approved invoices within 30 days of receipt of accurate invoices from Manager. Manager shall forecast the cash needs for the operation and communicate in advance any specific needs such that it 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 Golf Operation or the maintenance of the Practice Fields. Manager shall analyze all invoices received for services, work, and supplies in connection with maintaining and operating the Golf Operation and Practice Fields. Manager shall pay, on behalf of Owner, all such invoices in accordance with the Annual Plan, when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all invoices within the time required to obtain any discounts which may be available. Owner shall notify Manager within 15 days of receipt, in writing, of any missing Backup or challenge against any line item included in Manager's Invoice Reports. Manager and Owner shall take reasonable steps to work together in good faith to resolve any such issue.

6.4 **Insufficient Funds**. Manager shall monitor the Golf Operation cash flow and in the event that Manager forecasts an Operating Deficit to occur within thirty (30) days, Manager shall provide to Owner a report detailing the projected cash flow and the forecast deficit. If at any time funds in the Operating Account, including the anticipated monthly funding of the Working Capital Amount by Owner, shall be forecast to be or are insufficient to pay the Golf Operation expenses or Practice Fields expenses for the following month ("Operating Deficits"), Manager shall notify Owner and request an additional amount ("Additional Working Capital") sufficient 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 Golf Operation or the Practice Fields 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 expense 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 **Article 3.2.8** herein, Manager may reimburse itself from the Operating Account; provided, however, that in such situation Manager has notified Owner in writing of such reimbursement.

In the event that Manager advances any of its own funds for the operation of the Golf Operation or maintenance of the Practice Fields, 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 situations Manager has notified Owner in writing of such reimbursement. The Working Capital Amount will be periodically reviewed by both Parties and may be adjusted, subject to approval by the Public Works Director and/or City Chief Financial Officer from time to time as deemed necessary by the mutual agreement of both Parties.

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 Ventura 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.

6.5.3 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 **Article 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.

6.6 Books and Records. Manager shall keep full and accurate books of accounts and such other records as are necessary to reflect the results of the operation of the Golf Operation 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 Golf Operation and to the maintenance of the Practice Fields, including contract documents, invoices, and construction records. All books and records for the Golf Operation shall be located at the Golf Operation. Owner reserves the right to inspect records unannounced including cash register totals, tee sheets and inventory records.

6.7 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements by the 20th day 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 Golf Operation for such month and for the year to date; and within sixty (60) days after the end of each Operating Year (fiscal year): financial statements, including a balance sheet, a profit and loss statement, and actual versus budget comparison showing the results of operation of the Golf Operation for such year (it being understood and agreed that such annual statement will reflect the annual Fixed Management Fee paid to Manager, calculated as provided in **Article 5**).

6.8 Accounting Firm; Audit. All documents, books, and accounting and financial records kept by Manager shall be subject to review by Owner and may 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 or Owner's representative, 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 Golf Operation, 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 Golf Operation. 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.

6.9 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Golf Operation 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 Golf Operation owned by Manager shall be removed from the Golf Operation by Manager within thirty (30) days of such expiration or termination; provided, however, the financial data of and related exclusively to the Golf Operation shall remain the property of Owner including all golfer names and contact details that are recorded by Manager in the database. After the thirty-day period, the accounting software and all other personal property for the Golf Operation shall be owned by Owner (unless such software or personal property is owned by a third-party licensor or lessor) if such was previously owned by Manager and not removed within the thirty-day period following termination, 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, and such default continues for a period of thirty (30) days after written notice and a demand to cure such default by Owner to Manager; or

(b) 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 **Article 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) 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 **Article 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 **Articles 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 Golf Operation (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 Golf Operation and the maintenance of the Practice Fields from Manager to Owner and/or Owner's new manager or operator.

7.8 Employees.

Subject to the provisions of this Agreement and upon notice of termination of this Agreement, for any reason, Manager shall comply with the WARN Act and provide any notice or other requirements of the Warn Act thereunder with sixty (60) days notice to all employees that are subject to termination by Manager. Further, these employees of Manager shall be eligible for rehire as new employees of the Owner's newly designated Golf Operator.

7.9 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

8.1.1 Assignment.

8.1.2 Prohibited Assignments. Except as provided in **Articles 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 **Article 8.1.1** as to any future assignment.

8.1.3 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.

8.1.4 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.

8.1.5 Remedies. Any assignment by either party of this Agreement in violation of the provisions of **Article 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 **Article 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 any or all parts of the Golf Operation 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 **Article 9.1**, the Golf Operation shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Golf Operation cannot be made and the estimated length of time required to restore the Golf Operation 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 Golf Operation 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 Golf Operation, 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 Golf Operation 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 Golf Operation 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 Golf Operation, 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 Golf Operation or Practice Fields or renovation or refurbishment designed to upgrade or change the nature or image of the Golf Operation or Practice Fields, which costs more than $100,000 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. Manager may perform these assignments that are outside of the Annual Plan upon written approval by the Owner in accordance with **Article 3.4**. Per **Article 5.1**, Manager agrees to contribute $52,500 of the Fixed Management Fee annually for the term of this Agreement and renewal of Agreement as a contribution to the Reception Center (or Event Space) Project. Manager is also eligible to provide consulting and project management services in accordance with **Article 3.4**, including but not limited to the Reception Center (or Event Space) Project.

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 Golf Operation or for items utilized in the maintenance of the Practice Fields by utilizing its extensive contacts and experience in purchasing golf course and facilities management 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 Golf Operation 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 Golf Operation are made from or through an Affiliate of Manager, the charges to the Golf Operation 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 obtain prior written approval from Owner for each instance. Manager shall also 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: 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 which result from any action taken by Manager or its Affiliates, employees or agents relating

to the Golf Operation 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 **Article 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 are permitted by the Annual Plan, 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 Golf Operation, or the operations thereof:

(a) To the extent relating to or arising from the presence in, on, under, or about the Golf Operation, 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 Golf Operation (collectively, the "Hazardous Materials"), including without limitation any and all costs of any required or necessary repair, cleanup, remediation, or decontamination of the Golf Operation, 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 **Article 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 Golf Operation (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 **Article 11.3.2.**

11.4 Golf Operation Names.

The Golf Operation 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 Golf Operation 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 Golf Operation. Manager may identify the Golf Operation 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 Golf Operation (including without limitation any such names, logos

or designs used in connection with the restaurant, banquet rooms, and meeting rooms in and about the Golf Course, but accepting 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 Golf Operation 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 **Article 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 e-mail; provided, however, that in order for the email Notice to be deemed effective, the party giving notice by email shall provide a "hard copy" of the e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this **Article**.

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
michael.wolfe@oxnard.org

With a copy to:

City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Email Address

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
10670 N. Central Expressway, Suite 700
Dallas, TX 75231
Attention: Legal Department
pballam@americangolf.com
With a copy to: ecook@americangolf.com

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 **Article 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 **Article 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 Golf Operation 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 property 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 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 Golf Operation and not for use at any other golf operations 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 **Article 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 Golf Operation. 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. **Article 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. **Article 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 **Article 11.29** shall require Manager to expend its own funds to obtain all necessary licenses, permits and certificates required for the operation of the Golf Operation and the business conducted at the Golf Operation, the costs of which will be an Operating Expense of the Golf Operation.

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 Golf Operation, shall be allocated as an Operating Expense of the Golf Operation 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 Golf Operation, 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 Golf Operation, which shall be Operating Expenses of the Golf Operation.

[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: _____
Luis Mc Arthur, Mayor

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney Date

"MANAGER"

AGC Management, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

EXHIBIT A

SITE MAP



EXHIBIT B

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.

Annual Plan means the Annual Plan as described in **Article 3.2**.

Capital Expenditures as defined in **Article 3.2.9**.

Capital Improvements means any alterations, additions, renovations or improvements to the Golf Operation which are considered a capital expenditure under GAAP.

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, tournaments, 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.

Cost of Sales means all monies expended by Manager for the purchase of consumable items at the Golf Course, including by not limited to food and beverage (including liquor) and Pro Shop merchandise adjusted for beginning inventories, ending inventories, sales returns, and allowances of such items.

CPI The United States Department of Labor, Bureau of Labor Statistics, and 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.

Employee 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 **Article 3.6.1**.

Force Majeure "Force Majeure" is defined in **Article 11.26**

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles, golf carts, driving range equipment, cash registers, rental golf clubs, ball washers, benches, uniforms, kitchen equipment, appliances, table ware, glass ware, and other personal property used in or held in storage for use in the operation of the Golf Course, other than Operating Inventory.

Gross Revenues means all amounts received as a result of the operation of the Golf Operation and the sale of goods and services at the Golf Operation, 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 Golf Operation: 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:

Cash refunds or credits allowed on returns by customers;

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;

Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Golf Operation does not receive revenue from such golf lessons

Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

Proceeds of insurance other than business interruption insurance or similar types of insurance;

Any interest earned on any Owner or Manager provided bank account or funds;

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

The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Insurance Requirements "Insurance Requirements" are all requirements of each insurance policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to the Golf Course or the operation of the Golf Course.

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 Golf Operation and/or the

maintenance of the Practice Fields and the operation of the Golf Operation and/or the maintenance of the Practice Fields.

Major Capital Improvements has the meaning as set forth in **Article 10.**,

Master Plan is a comprehensive document to organize and prioritize golf course improvements in a cost-effective manner to address the needs caused by aged and deferred maintenance of infrastructure, changing environmental needs and technology, new regulations, and overall general improvements and replacement of amenities, equipment and landscapes that have reached the end of useful life or lifecycle. The Master Plan is a guiding document that supports the 5-year golf course Capital Improvements Program.

Gross Profit as defined in **Article 5.2**

Operating Expenses means utility costs, costs of purchasing Operating Inventory, Compensation and expenses of the management staff and other employees directly employed at the Golf Operation, advertising and promotion, ordinary repairs, replacements, alterations and maintenance, cart and equipment lease payments, insurance premiums, the Fixed Management Fee, taxes and all other expenses relating to the operation of the Golf Operation 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 Golf Operation; income taxes paid or payable by Owner on the income from the Golf Operation.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Operation, 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. Refer to “Cost of Sales” for additional information.

Operating Year means any 365-day period during the Term beginning on the Commencement Date or any anniversary of the Commencement Date, so that each Operating Year will coincide with Owner’s fiscal year.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Reception Center (or Event Space) Project means one or more Major Capital Improvements to be determined or developed by the parties during the Term of this Agreement, in accordance with the provisions of Article 10, for the construction or enhancement of one or more facilities designed to improve the ability of the Golf Operation to host private parties, weddings, tournaments, banquets or other events at a larger scale and enhanced level of customer experience in comparison with the Golf Operation’s ability to do so as of the Commencement Date.

EXHIBIT C

ANNUAL PLAN for
INITIAL OPERATING YEAR

(See Attached)

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

EXHIBIT D

GOLF COURSE OPERATIONS AND MAINTENANCE STANDARDS – QUARTERLY REVIEW

(See Attached)

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

CITY OF OXNARD
RIVER RIDGE GOLF CLUB
GOLF COURSE OPERATIONS AND MAINTENANCE STANDARDS

Date: _____

Golf Course Manager _____

Superintendent: _____

City Designee: _____

GREENS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Smooth and uniform turf that is firm but not hard, well-defined, consistent and suitable speed for the location. Cups placed in accordance with USGA recommendations. Flags stand up straight: Cups, poles, and flags are uniform, clean, and in good repair. 100% Turf coverage and the color and texture of the greens are uniform and properly mowed. No diseases, weeds, insects, rodents, or bare spots.

TEES

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Complete turf coverage that is level and firm, but not hard. Clean and properly oriented for the hole with the trash cans, signs, tee markers, and sand and seed containers (as appropriate) in good condition. Consistent and uniform turf coverage and color with no weeds, diseases, insects, or rodents. Adequate top dressing, seeding, and divot repair. Minimal broken tees.

FAIRWAYS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Uniform turf coverage and color, smooth mowing and trimming, clean, firm but not hard, well defined, that properly supports the ball for play. Mowing height of fairways within USGA specifications, mowing frequency is appropriate for the turf type and season. Absence of wet or dry spots in play areas. No weeds, disease, insects, rodents, off-color areas, or bare spots.

ROUGH

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Properly mowed and trimmed, clean and uniform for play, distinct in height from fairways. Mowing height of roughs within USGA specifications, mowing frequency is appropriate for the turf type and season. Absence of wet or dry spots in play areas. No weeds, disease, insects, rodents, off-color areas, or bare spots.

SAND BUNKERS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

There shall be an appropriate level of sand with no standing water or presence of weeds, rocks, or debris. Bunkers shall be raked daily with player rakes placed accordingly and bunker edges trimmed with a defined lip. Sand quality is uniform/coarse and 75% .5-1.0mm.

DRIVING RANGE MAINTENANCE

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Uniform mowing, color, texture of turf, smoothness of surface, and absent of weeds, especially around the perimeter. Season appropriate condition. Adequate top dressing, seeding, and divot repair for driving range tees. Fencing clean and maintained.

TREES AND SHRUBS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Pruned to maintain specimen health and safety to golfers and maintenance employees. Shall be maintained in natural form with no geometric shapes.

LAKES

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Appearance of water-clean, no weeds or noxious growth, no noxious odors, no floating trash/debris. Well defined and marked according to USGA standards.

TRAFFIC CONTROL

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Ropes, stakes, and other traffic control devices are provided as necessary, in good condition and proper appearance. Traffic control devices are used effectively to minimize turf wear in high traffic areas. Worn areas are under repair. Routes used by golf carts are well-maintained,

free of potholes, and present a generally smooth and clean appearance. Concrete cart paths are clean with edges properly trimmed.

MAINTENANCE RECORDS AND SCHEDULES

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Posted Agronomy Plan from the current Annual Plan
2. Daily Employee Task Board
3. Accessible Safety Data Sheets (SDS)
4. Equipment Maintenance Records
5. Fuel Log
6. Posted Staff Schedule
7. Accessible First Aid Kit
8. Posted State and Federal Employment Postings

MAINTENANCE SHOP AND YARD

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Shop area is orderly, clean, with no obvious safety hazards. Fertilizer and chemical storage is per federal, state, and local laws. No trash in yard or shop. Equipment is in good repair, is clean and properly maintained.

GOLF COURSE RESTROOMS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Ceilings, walls, floors, and toilets are clean; clean tops and under sides; mirrors clean and streak fee; soap dispenser clean and full; paper towel, toilet paper, and seat cover dispensers clean and full; counter top, sink, and faucet fixtures clean and functional. Light fixtures clean, functional and bug-free; room air freshener clean and functional; trash receptacle clean with liner, reasonable empty; napkin receptacles clean with liners.

CLUBHOUSE EXTERIOR

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Parking lot trash-free, lot well striped and in good repair, trash bin area clean.
2. Exterior wall surfaces clean and cobweb-free, windows clean. Paint in good condition. All signage in good condition and uniformed.
3. Ground well-manicured, trash-free, walkways clean and edged, proper planting, planter beds weed and trash-free.
4. Scorecards on carts with pencil, at golf shop counter, and starting tee.
5. Preventative maintenance programs in place for building and equipment.

CLUB HOUSE RESTROOMS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Ceilings, walls, floors, and toilets are clean; clean tops and under sides; mirrors clean and streak fee; soap dispenser clean and full; paper towel, toilet paper, and seat cover dispensers clean and full; counter top, sink, and faucet fixtures clean and functional. Light fixtures clean, functional and bug-free; room air freshener clean and functional; trash receptacle clean with liner, reasonable empty; napkin receptacles clean with liners.

DRIVING RANGE OPERATION

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

Quality and quantity of balls, working ball washer and dispenser, mats in good condition, no trash, employees in uniform with name badge, and baskets picked up on a regular basis.

CLUB HOUSE PRO SHOP

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Managers Office: Clean, files organized, Manager in uniform with name badge.
2. Customer Service: all staff have been trained in and provide first class service to customers (including staff empowered to handle customer problems).
3. Prices marked clearly, approved signage, merchandise hung and folded properly, clean and neat with no old stock.
4. Carpet vacuumed and spot-free, windows and mirrors clean and streak-free, shelves, counter tops, base boards, window ledges are dusted, starter counters clean, and dressing room is clean and not used for storage.
5. Staff in uniform; clean, neat, and clean well-groomed with name badge.
6. Customer message board up and current, customer comment forms are available on counter.
7. Starter's responsibilities: Starter sheet is in ink and legible; all last names only with ring number. Complimentary play sheet by starter sheet, cart tickets dated and signed, car key deposit control used.
8. No employee access to security cameras.
9. First Aid Kit Available

FOOD AND BEVERAGE

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Staff in uniform: logo shirt with name badge.
2. Front counter is clean with condiments fresh and in clean containers. Coffee and soft drink stations are clean, adequately stocked, and ready for use.
3. Snack display well stocked and clean. Storage areas: clean with shelves organized.

Food and materials stored per applicable governmental regulations.
4. First aid kit available

DINING ROOM

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Chairs, seats, and tables are clean and in good repair.
2. Dining area: carpet vacuumed and spot-free. Windows clean and streak-free. Tables and chairs neatly arranged.
3. Kitchen: Dish washing machine clean and sanitation procedures followed, garbage disposal operable; pots, pans and all shelving grease-free; garbage cans clean with liners; chopper, slicer and mixer clean and operable; kitchen floors clean; drains operable and clean; hoods and filters clean; refrigerators clean and organized; food stored off of the floor; food (film covered) in refrigerators and freezers; fire extinguishers current; last Health Department inspection.
4. Inventory organized and in locked storage when applicable.
5. Freezers and refrigerators are at correct temperature. Sink areas clean. Grill areas clean.
6. Banquet information available with contracts completed and signed for each booking with deposit. Banquet histories, call reports, and files in place and current.
7. Beverage tracking form being used. Breakage being disposed of properly.

SECURITY

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Alarm system operational, staff trained to use Fire extinguishers.
2. Proper accounting software on P.C.
3. Parking and clubhouse lighting adequate, functional and on time, set properly for the season: off a.m. on p.m.
4. Bank deposits made during daylight hours only/one day or less, of receipts in locked safe/deposits in bank daily/transfers made daily.
5. Safe locked, not on day lock. Combination last changed _____
6. Tournament contracts files with receipt attached. Deposit rung and recorded day received.
7. Security cameras

GOLF CARTS

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. General Manager and cart mechanic understand and comply with agreement parts, batteries, warranties (copy of agreement in maintenance book).
2. Maintenance records currently maintenance card form in use/battery discharge records kept/all repairs dated/tools available.

3. Carts cleaned daily and in good repair. Stocked with water, tees, and scorecard.
4. Cart storage area clean.

PERSONNEL

QUALITY STANDARD: ___ Acceptable ___ Needs Improvement

1. Time clocks operational with cards available.
2. Required state and federal forms posted by time clock.
3. OSHA 200 form posted in clubhouse.
4. Personnel files up to date to include key and uniform issue. Attestation forms on file for all employees.
5. First aid kit available and adequately stocked. Phone number for emergencies, police, and fire posted.
6. New employee forms available, checklist/applications/loss prevention/employee handbook/Reid reports/payroll deduction forms/insurance enrollment cards/liability claim form.
7. Employee background checks

LIST COMMENTS / DEFICIENCIES

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(City of Oxnard and American Golf Management)

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 SERVICE PROVIDER /Professional Services contracts that may be 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 E**. While this Agreement is in effect, SERVICE PROVIDER 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, 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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 F

PROFESSIONAL SERVICES AGREEMENT
(City of Oxnard and American Golf Management)

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.

EXHIBIT G

INSURANCE

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

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
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & CONTRACTORS PROTECTIVE

❒ Claims Made
Retroactive Date _____
❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ❒ Included in Limits

❒ In Addition to Limits

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

with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

LIMIT OF LIABILITY

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

OTHER PROVISIONS

CLAIMS:

Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone:

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

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: CEO

By: _____
Name: Jim Zweck
Title: President

[1] Owner requires the following for any contract:

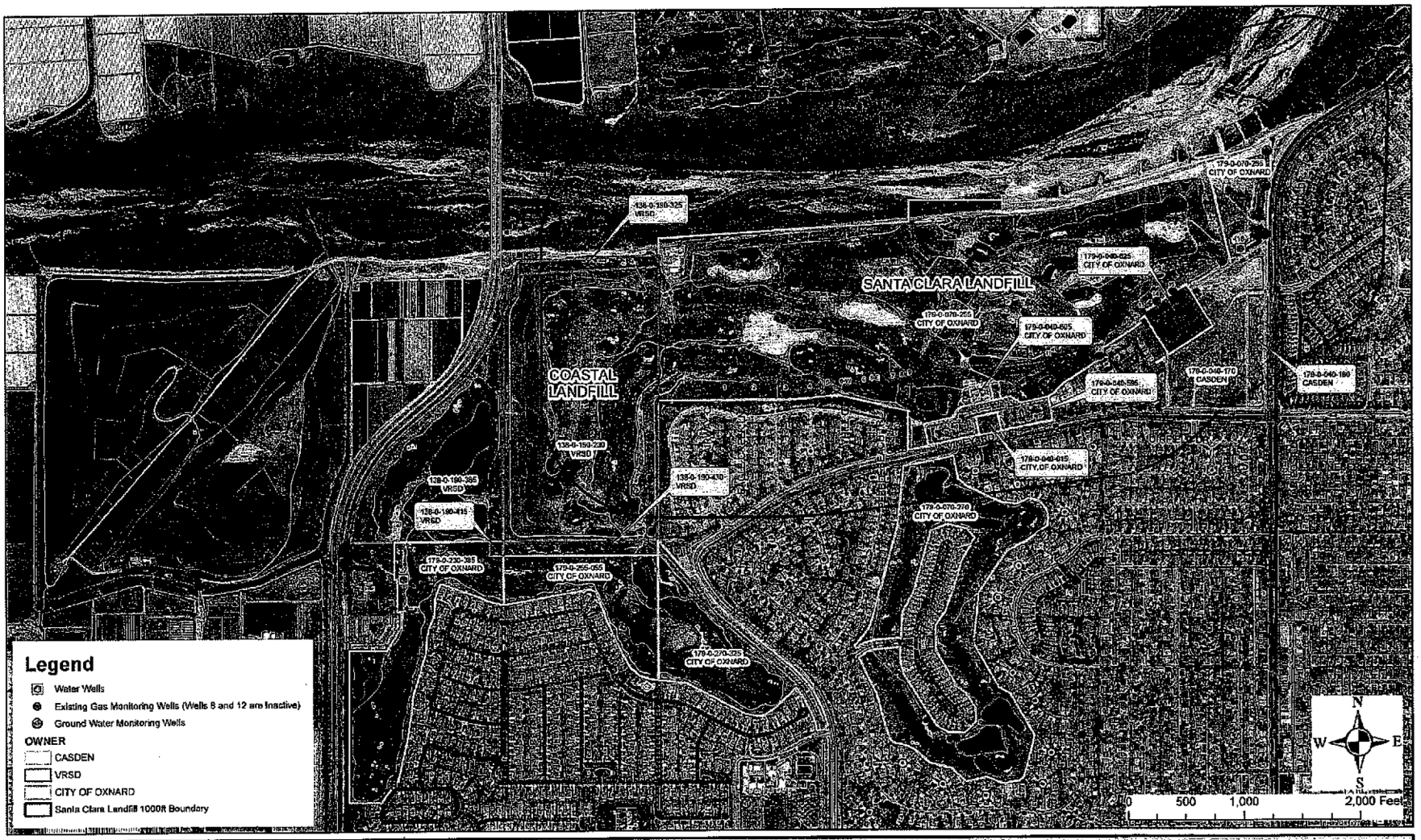
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature 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

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	67,000	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	445,380
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	14,600	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	39,893	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)**	**5,234**	**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)

Irrigation Schedule

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 subject to change

Days: M,W,F,Sa Start Times: 7pm,10:30pm,11:45pm
Stations: 1-8 @ 7 minutes
9 West end shutdown during camp
10-12 @ 3 minutes
13 @ 2 minutes

*Water is scheduled to start increasing on the 3rd week of camp. Subject to change upon request.

Chemical Spray & Fertilizer Spread (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

LT120: 8 bags on June 3rd and August 3rd
Ronstar

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 MH(400material 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

COVERAGES

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

OTHER PROVISIONS

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

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

1. **INSURED.** The City, its officers, agents, 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

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name:_____

Address: _____

_____

Telephone:_____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – 0X
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

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 **AGC MANAGEMENT, LLC**

6-4-24

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

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:

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]

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

[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.

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 17th day of December, 2024, 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]

COUNCIL APPROVED
12/17/24 K.5
DATE

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] 12/17/24

AGC MANAGEMENT, LLC

Nick Foley, Vice President 12-10-2024
Date

Elyse Cook, Assistant Secretary, [3] Date

ATTEST:

Lourdes A. Lopez, City Clerk 12-17-2024
(only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 12-18-2024
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

_____ _____
□Luis Mc Arthur, Mayor[1] Date
□Jennifer Yates, Purchasing Agent [2]

AGC MANAGEMENT, LLC

_____ _____
Nick Foley, Vice President Date

_____ 12/09/24
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.

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. M.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 for an additional 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: https://youtu.be/l_criJSnPP4

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 Golf Management Agreement amendment, to extend time only, 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. Golf operations are funded from the Golf Enterprise Fund (Fund #651); the proposed FY 2024-25 budget includes sufficient appropriations, subject to the City Council's approval, to continue to support these operations.

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. First Amendment A-8157
2. Agreement A-8157 AGC Management LLC (Executed)
3. February 6, 2024 Staff Report
4. Presentation

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

Golf Management Agreement 32600001

City Council
May 6, 2025

Steve Howlett, Assistant Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Golf Management Agreement with American Golf Corporation for a five-year term ending on June 30, 2030, with an option of a single five-year extension ending on June 30, 2035.

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

BACKGROUND

- On December 17, 2024, the City Council authorized the Second Amendment to the Golf Management Agreement with AGC for a time extension ending on June 30, 2025 to complete the fiscal year and have the new Agreement begin on July 1, 2025 to coincide with the beginning of Fiscal Year 2025-26

DISCUSSION

- Staff from Public Works has been developing updated language for the new Agreement and has been in communication with AGC representatives about the key elements of the proposed new Agreement. Some of the major elements in the proposed new Agreement are:

1. Compensation through a Base Management Fee, Variable Fee, and Incentive Fee for Customer Service;
2. Invoicing for all operations and management fee expenses;
3. Clarification about earned interest on bank accounts;
4. Golf course conditions and improvements to the facilities (e.g., event space);
5. Required maintenance as it relates to the closed landfill (Post-Closure Maintenance Plan)

DISCUSSION

Base Management Fee

- The Base Management Fee is $190,000, up from $100,000 in the current Agreement, for the first year with an annual CPI inflator not to exceed 5% each year.

- Additionally, AGC has agreed to contribute towards the capital improvements for the event space/reception center for $52,500 annually during the term of the new Agreement.

DISCUSSION

Variable Fee for Performance

- The annual Variable Fee is thirty percent (30%) of the Gross Profit from the golf operations that exceeds the Annual Threshold.

- The Annual Threshold for the first year is based on the average of the most recent 24 months of Gross Profit, which includes the 2023 City Council-approved rate increase.

- Each year thereafter, the Annual Threshold will then be adjusted annually, up or down, based on the National Golf Foundation's annual "*National Rounds Played Report*" for the most recent California Year to Date percentage that is contained in their December Report.

- The current Golf Management Agreement has a tiered structure for the Incentive Fee and for FY 2023-24 AGC collected $327,402.

DISCUSSION

Variable Fee for Performance

- With the new Variable Fee for Gross Profit over the Annual Threshold, the City approves the Annual Threshold amount and shares 30% of the Gross Profit that exceeds the Annual Threshold with the Golf Operator.

- The new Agreement also changes the perspective of this performance. Under the current Agreement, it incentivized the difference between revenues and expenditures, which can be focused on just decreasing expenditures despite the long term impacts to the golf course and/or the course users.

- In the new Agreement, the performance measure is focused on Gross Profits, so that it does not incentivize reducing expenditures at the cost of impacting the playability of the golf course and/or the experience of the customers.

DISCUSSION

Incentive Fee for Customer Service

- The Incentive Fee for Customer Service is a $50,000 maximum that is based on a Net Promoter Score (NPS).

- The NPS consultant, sometimes referred to as a “Secret Shopper”, will work with the City separately from the Golf Management Agreement.

- The NPS consultant will experience the Golf Operations as an anonymous customer through random and multiple visits during the operating year and provide a report for each visit and an overall customer experience score. This net score will reflect either Average ($10,000 Incentive Fee earned), Good ($25,000 Incentive Fee earned), or Great ($50,000 Incentive Fee earned).

DISCUSSION

Invoicing

- The current Agreement pays the annual operating budget in twelve monthly installments.
- The New Agreement requires the City to deposit the first two months of operating expenses into the operating account for working capital.
- The golf operator is then required to invoice each month's expenses, which includes a Monthly Expense Report with support documentation, to the City for review, as required, and reimbursement.

DISCUSSION

Invoicing

- The golf operator will also be responsible for invoicing the golf operations payroll, with support documentation, every two weeks.

- The Base Management Fee compensation for the golf operator will be a stand-alone line item that is included in the Monthly Operating Invoice and the Variable Fee and Incentive Fee will be invoiced to the City separately at the close-out of the fiscal year.

- All compensation to the golf operator will be invoiced for tracking and records.

DISCUSSION

Bank Accounts

- The City controls the golf operations Revenue Account. All revenues generated by the golf operations are deposited into the Revenue Account and the golf operator does not have access to draw funds.

- The golf operator establishes the golf operations Expense Account. The City will deposit the first two months of annual expenses into the golf operations Expense Account as working capital. The golf operator is then responsible for invoicing all expenses to the City for reimbursement to the working capital. The City has access to all records and bank statements for the Expense Account pursuant to the terms of the new Agreement.

DISCUSSION

Bank Accounts

- The golf operator is not permitted to open any other bank accounts for the golf operations.

- Any interest earned in either the Revenue Account or the Expense Account is City revenue.

DISCUSSION

Golf Course Conditions, Improvements, and Landfill Maintenance

- During the past five fiscal years, the golf operations has generated capital reserves that will be used for improving the golf course and facilities, and for major capital improvements such as the clubhouse roof, driving range, and event space.

- The new Agreement contains quarterly inspections for the golf course conditions, parameters for performing major capital improvements, and responsibilities for the Santa Clara Landfill Post-Closure Maintenance Plan.

FINANCIAL IMPACT

- The Golf Management Agreement will require the Manager (AGC) to continue to manage and operate the golf operations in accordance with the standards set forth in the Agreement which includes the FY 2025-26 Annual Plan and each Annual Plan thereafter.

- The Golf Enterprise Fund will continue to support the golf operations per the City Council-approved budgets contained in the Annual Plans and any mid-year adjustments.

- Both estimated revenues and expenditures have been programmed in the Proposed Budget for FY 2025-26 for City Council's considered within the operating Golf Fund (651).

- Examples and comparisons of compensation between current and new Agreements:

FINANCIAL IMPACT

- **Example 1:** Under the current Agreement, AGC earned a total of $427,402 (Base plus Incentive Fees) for FY 2023-24. If the proposed terms of this new Agreement were in place in FY 2023-24, AGC would have earned $343,649 in total compensation, assuming a “Great” (which is the highest) Net Promoter Score for customer service, accounting for the agreed upon $52,500 event space payment by AGC to the City, and the Annual Threshold being calculated by FY 2022-23 through 2023-24.

- **Example 2:** Based on the FY 2023-24 totals and with a 4% increase in the estimated Gross Profit for FY 2024-25, under the current Agreement, AGC would earn a total of $439,418 (Base plus Incentive Fees). If the proposed terms for the new Agreement were in place for FY 2024-25, AGC would earn $384,187 in total compensation, assuming a “Great” (which is the highest) Net Promoter Score for customer service, accounting for the agreed upon $52,500 event space payment by AGC to the City, and the Annual Threshold being calculated by FY 2022-23 through 2023-24 plus 4%.

FINANCIAL IMPACT

- AGC's average total compensation under the current Agreement for the past three fiscal years has been $392,084. Also, the average net surplus for the golf enterprise fund over the past three fiscal years has been $1,350,883 annually, which can be used for future improvements, such as capital projects.

- There is no impact on the General Fund.


QUESTIONS
ANSWERS