

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.



AMENDED AGENDA
(Amended 6/26/25 to add Ceremonial Item F-1)

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

Meeting Location: Council Chambers, 305 West Third Street
July 1, 2025

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 838 2901 7365
3. Passcode: 155253

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/](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](https://www.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.

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)

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

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 LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA); International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council
2. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Manager
Legislative Body: City Council
3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Attorney
Legislative Body: City Council

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D. APPOINTMENT ITEMS (5:00 PM)**1. Public Works Department****SUBJECT:** Parks, Recreation & Community Services Commission Annual Report. (15 minutes)**RECOMMENDATION:** That the City Council receives the Parks, Recreation & Community Services Commission Annual Report.

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

2. SUBJECT: Presentation by the County of Ventura on the 2025 Homeless Point in Time Count. (30 minutes)**E. OPENING CEREMONIES (6:00 PM)**

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS**1. SUBJECT: Presentation of a Commendation to Isaiah Chavez for Winning the 2025 USA Boxing Junior Olympics.****G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS**

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, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. 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.

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.

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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 AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 17, 2025 regular meeting as presented.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Cultural & Community Services Department

SUBJECT: Agreement with the Ventura County Area Agency on Aging for the Administration of the Senior Nutrition Program.

RECOMMENDATION: That the City Council:

1. Approve and authorize the City Manager to execute an agreement with the County of Ventura in an amount not to exceed \$420,000 in grant revenue for the administration of the Senior Nutrition Program; and
2. Approve a Fiscal Year 2025-26 budget appropriation and corresponding grant revenue recognition in the amount of \$420,000 to the Federal Grants Fund (200).

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

3. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending May 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

M. PUBLIC HEARINGSN. REPORTS1. Public Works Department

SUBJECT: Public Project Agreement 32600042 with Toro Enterprises, Inc. for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd. and Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$10,398,673.15 in Project funds for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$8,665,561.15

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for the Project and approve a Project contingency amount of \$866,556 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$9,532,117.15 for the Project;

3. A Project allocation amount of \$866,556 (~10%) for engineering, inspection, survey and project management for the Project; and

4. Approve project budget appropriations of \$1,200,000 for the Neighborhood Street Resurfacing Project (C2209), consisting of a budget transfer of \$1,000,000 within the Community Development Block Grant (CDBG) Fund (201), \$100,000 from the available fund balance in the Water Operating Fund (601), and \$100,000 from the available fund balance in the Wastewater Operating Fund (611) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts. (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/94y93_YKVbQ

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. City Manager Department

SUBJECT: Agreement A-8587 with Blue Star Operations Services, LLC (Dallas Cowboys) for 2026 - 2030 Dallas Cowboys Training Camp. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Blue Star Operations Services, LLC (Dallas Cowboys) [A-8587] for the Use of City Facilities for the 2026 - 2030 Dallas Cowboys Training Camp.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3vnL9EpDVb0>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. Finance Department

SUBJECT: City of Oxnard Annual Investment Policy for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION: That City Council adopt a resolution approving the FY 2025-26 Investment Policy for the City of Oxnard, and provide direction regarding delegation of investment authority.

(This item was considered by the Finance and Governance Committee on May 27, 2025, and has been revised to reflect comments received at the Committee meeting.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LIS8u88_oNQ

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7478

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: July 1, 2025

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Parks, Recreation & Community Services Commission Annual Report. (15 minutes)

RECOMMENDATION

That the City Council receives the Parks, Recreation & Community Services Commission Annual Report.

BACKGROUND

The Parks, Recreation & Community Services Commission ("PRCSC") serves as an advisory body to the City Council to advise on matters relating to the City's parks and recreation programs. The 2021 Oxnard Parks & Recreation Master Plan is the PRCSC's guiding document for establishing parks and recreation priorities and funding requests to the City Council.

The PRCSC 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 their annual goals, activities, and accomplishments.

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. PRCSC Annual Presentation 2025

Parks, Recreation, & Community Services Commission Annual Report

City Council
July 1, 2025

BACKGROUND

COMMISSIONERS



- Chairperson Angela Whitecomb
- Vice Chair Miguel Fernandez
- Commissioner Abel Velasquez
- Commissioner Oscar Hernandez
- Commissioner Joe Garcia

Not pictured:

- Former Commissioner, Armando Casillas (resigned 12/31/24)

BACKGROUND

- The Parks, Recreation, & Community Services Commission (“Commission”) meets every 4th Wednesday of the month at 5:30 p.m.
- The Commission is a Citizen Advisory Group that is appointed by the City Council to advise the City Council and City Staff on matters relating to the City’s parks and recreation programs.
- The City of Oxnard Parks & Recreation Master Plan, adopted by the City Council in February 2021, is the Commission’s guiding document for establishing the parks and recreation priorities and funding requests to the City Council.

DISCUSSION

Annual goals are established by the Commission that support the Parks & Recreation Master Plan.

2025 Goals Include:

- Opportunities for community gardens
- Finalize new Landscape Standards
- Five Points Neighborhood Park design on Meta Street
- Expand Youth Sports Programs
- Assess soccer field shortage, baseball and softball fields
- Recommendations for Sunset Ordinance
- Futsal, pickleball, and other options for underutilized tennis and basketball courts
- Recommend programs for Special Populations
- Activate existing City parks to promote community cohesion and deter vandalism

DISCUSSION

FY 2024-25 COMMISSION BUSINESS:

- Review of park restrooms - hours of operations and maintenance requirements
- Update of Special Populations programs
- Discussion of Wilson Park fencing for safety
- Consideration of naming a sports field at Carty Park
- Discussion of operating hours for sports field lighting
- Presentation of Sports Field Allocation Policy and Field Rental Fees
- Update of current grant projects and future grant opportunities

DISCUSSION

FY 2024-25 COMMISSION BUSINESS:

- 2024 Christmas Parade participation
- Discussion of City tennis and basketball court usage and opportunities for alternative programming
- Discussion of forming a City operated soccer league
- Brown Act Review
- Discussion to create a Parks Donation Policy
- Discussion about the Pagoda Benches at Plaza Park and options to deter vagrant and criminal behavior at the park
- Review of Parks & Recreation Master Plan

DISCUSSION

Ad Hoc Committees are sometimes established by the Commission as working groups to address specific Goals of the Master Plan.

FY 2024-25 Ad Hoc Committees include:

- Park Donation Program
- Annual Commission Report



DISCUSSION

RECREATION EVENTS

- Fall Festival - October
- Dia De Los Muertos - November
- Tamale Festival - December
- Christmas Parade - December
- Jr. High Grad Nite - May
- Insect Festival - June



DISCUSSION

ACCOMPLISHMENTS

- USA Today – Oloolkoy Beach Park rated #1 West Coast Beach Park for the 3rd year in a row.
- Christmas Parade Participation



DISCUSSION

ACCOMPLISHMENTS

- Recommendation for a Park Ranger Program to increase park safety, compliance, and revenue generation.
- Recommendation of Sports Field Lighting for all community parks stay open until 10:00 pm.



DISCUSSION

ACCOMPLISHMENTS

- Installation of temporary pickleball striping at Wilson Park.



ACCOMPLISHMENTS

- Recommendation to install an ornamental fence around the perimeter of Wilson Park to support special populations, protect elopers from traffic, and user accessibility and safety. However, this was not supported by the Senior Commission for Wilson Park and there will be further discussions.



THE END



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: July 1, 2025
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City council approve the minutes of the June 17, 2025 regular meeting as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council meeting of June 17 2025

MINUTES
OXNARD CITY COUNCIL
June 17, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:32 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; Gabriel Teran and Gabriela Basua were present. The City Clerk stated that the agenda was posted on Thursday, June 5, 2025 and the amended agenda on June 9, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 4:34 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Vincet Marquez v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2022-00564061-CU-PO-VTA
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Teichert Energy & Utilities Group, Inc. v. City of Oxnard
Ventura County Superior Court, Case No. 2023CUBC015960
Legislative Body: City Council
3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA); International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council

At 6:17 p.m., City Attorney announced that no reportable actions resulted from the closed session.

D. OPENING CEREMONIES (6:00 PM)

At 6:18 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk called the roll and announced that the agenda was posted on Thursday, June 5, 2025 and the amended agenda on June 9, 2025 at the Library, City Hall kiosk, City Administrative offices and on the City of Oxnard website.

Mayor Pro Tem Teran led the pledge of allegiance to the flag of the United States, followed by a moment of silence for the recent shooting across our nation including Minnesota and others.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Jailan Su, Assistant Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Brenda Lopez, Interim Housing Director and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 22, 2025 as "Oxnard Lowrider Appreciation Day."

Mayor Mc Arthur read the proclamation and presented it to Gabe Robles and Manuel Herrera who thanked the City Council for the recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comments were received from: Sandra Diaz; Caller Ending 4612; Chad Shoemaker; Caller Ending 4076; Blair Brim; Ken Clench; Alfredo Trevino; Manuel Herrera; Victor Gallardo; Paulina Cordoba; Camerino Alfaro; Leo Alfaro; Deborah Baber; Roni Miranda; Lorenzo Castillo; Alex Anand; Vanessa Valdez; Steven Auclair; Darbii Bauguss; Elidet Reyes Bordon; Christian Munoz; V. Amezcua-Aguilar; KC Rodriguez; Hollie Collins; Qori Moorehaul; Alexis Schmidt; Eduardo Huerta; Greg Runyon; Cynthia Salas; J.R. Ruiz; Robert Auclair; Nadine; Bev Dransfeldt; Claudia Magallon; Imeda Chavira; Ariana Quezada and Cristal P.

RECESS

At 8:09 p.m., the City Council recessed and at 8:25 p.m., the City Council reconvened.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager stated that all California cities are considered sanctuary cities. Our Police Department does not have any collaboration with ICE and we do not have a contract with them for prisoner holding.

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

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

1. City Clerk Department

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

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Velia V. Soto to the Cultural Arts Commission representing District 5.

No public comment were received. Discussion ensued among the Council.

It was moved by Mayor Pro Tem Teran, seconded by Mayor Mc Arthur, to approve the appointment of Velia V. Soto to the Cultural Arts Commission. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, Teran and Basua voted in favor; motion carried 7-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. K-2, K-4 and K-6 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the special meeting minutes of May 12 and 27, 2025.

2. City Clerk Department

SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Vida Newspaper (32600013) for the publication of legal notices and legal advertisement for Fiscal Year 2025-2026.

(This item did not originate in Committee.)

3. Community Development Department

SUBJECT: Ordinance Designating Fire Hazard Severity Zones.

RECOMMENDATION: That the City Council adopt **Ordinance No. 3062** titled:

“AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING CHAPTER 14, ARTICLE XIX TO THE OXNARD CITY CODE DESIGNATING FIRE HAZARD SEVERITY ZONES.”

(This item did not originate in Committee)

4. Finance Department

SUBJECT: Third Amendment to the Agreement with TG Consulting Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with TG Consulting Services (32300132) for the implementation of Tyler EPL Licensing Module to increase the contract amount by \$70,000 for a total contract amount not to exceed \$360,937.50 and extend the contract for five months to November 30, 2025.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

5. Finance Department

SUBJECT: First Amendment to Trade Services Agreement with InfoSend, Inc. for Utility Bill and Business License Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Trade Services Agreement with InfoSend, Inc. (A-8467) for utility bill and business tax form printing, inserting, and mailing services to increase the contract amount by \$971,100 for a total contract amount not to exceed \$1,967,634 and extend the contract for two additional years to June 30, 2027.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

6. Public Works Department

SUBJECT: Professional Services Agreement with ehs International Inc. for Safety Training Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with ehs International Inc. (32500490) for an initial term of one year from July 1, 2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

(Public Works and Transportation Committee approved 3-0 on May 27, 2025)

Consent Items K-1, K-3 and K-5

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to

approve the Information/Consent item as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion carried 7-0.

Consent Item K-2

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the Information/Consent item K-2 as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 7-0.

Consent Item K-4

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the Information/Consent K-4 item as presented. VOTE: Rodriguez, Teran, Basua, Mc Arthur, Perello and Perez voted in favor; motion carried 6-1 with Councilman Starr voting no.

At 9:46 p.m., the Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to continue the meeting past 10:00 p.m. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur voted in favor; motion carried 7-0.

Consent Item K-6

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Perez, to approve the Information/Consent item K-6 as presented. VOTE: Starr, Teran, Basua, Mc Arthur, Perello, Perez and Rodriguez voted in favor; motion carried 7-0.

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Fiscal Year (FY) 2025-26 Resolution to Levy Assessments in the Waterways Maintenance District. (10 minutes)

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2025-26, and
2. Adopt **Resolution No. 15,873** to levy the maintenance assessment on property within the Waterways Maintenance District for Fiscal Year 2025-26.

(Finance and Governance Committee approved 2-1 on May 27, 2025)

Councilmembers reported on the ex parte communications received on this item.

The City Clerk announced the affidavit of publication published in Vida Newspaper on June 5, 2025 and stated there were no written communications received on this item.

The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

Mayor Mc Arthur opened the public testimony portion of the public hearing.

Public comment was received from Debbie Mitchell.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Perez, Rodriguez, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 6-1 with Councilman Starr voting no.

2. Public Works Department

SUBJECT: Adoption of Resolution Confirming FY 2025-26 Landscape Maintenance Districts Diagrams and Assessments. (10 minutes)

RECOMMENDATION: That City Council acting as the legislative body for the City's Landscape Maintenance Districts (LMDs):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments in the City's LMDs; and
2. Adopt "**Resolution No. 15,874** of the City Council of the City of Oxnard, California, Confirming Diagrams and Assessments for Fiscal Year 2025-26 in Connection with the City's Landscape Maintenance Districts."
3. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$54,802 as outlined in this staff report; and
4. Approve a distribution of LMD-54 reserve fund balance in the amount of \$31,386 to the equivalent benefit units in LMD-54 as outlined in this staff report.

Councilmembers reported on the ex parte communications received on this item.

The City Clerk announced the affidavit of publication published in Vida Newspaper on June 5, 2025 and stated there were no written communications received on this item.

The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

Mayor Mc Arthur opened the public testimony portion of the public hearing.

No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff.

Recommendation No. 2

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve Recommendation No. 2 as presented. VOTE: Perez, Rodriguez, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 6-1 with Councilman Starr voting no. Councilmember Perello recused himself from LMD 13. Councilman Starr recused himself from LMD No. 30.

Recommendation Nos. 3 and 4

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve Recommendation Nos. 3 and 4 as presented. VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello and Perez voted in favor; motion carried 7-0.

M. **REPORTS**

1. **Public Works Department**

SUBJECT: Fiscal Year (FY) 2025-26 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5, 8, 9 and 2000-3. (10 minutes)

RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5, 8, 9 and 2000-3:

1. Adopt **Resolution No. 15875** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2025-26;
2. Adopt **Resolution No. 15,876** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2025-26;
3. Adopt **Resolution No. 15,877** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2025-26;
4. Adopt **Resolution No. 15,878** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2025-26;
5. Adopt **Resolution No. 15,879** setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2025-26;
6. Adopt **Resolution No. 15,880** setting a special tax rate within CFD No. 8 (Sakioka Farms Business Park) for Fiscal Year 2025-26;
7. Adopt **Resolution No. 15,881** setting a special tax rate within CFD No. 9 (North Shore at Mandalay Bay) for Fiscal Year 2025-26;
8. Adopt **Resolution No. 15,882** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2025-26; and
9. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the

Ventura County Secured Tax Roll.

(Finance and Governance Committee approved 2-1 on May 27, 2025. *Based upon suggestions received at the May 27th Finance and Governance Committee meeting, a new attachment 21 has been included and edits to attachments 4, 5, and 6 have been made and attached to this report.*)

Councilmembers reported on the ex parte communications received on this item.

The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

Public comment was received from Paul Schnebelen, Chair of RiverPark Neighborhood Council. The City Clerk stated that eleven written comments were received for this item. Discussion ensued among the Council and staff.

CFD No. 5

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve CFD No. 5 as presented. VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello and Perez voted in favor; motion carried 7-0.

CFD Nos. 1, 2, 3, 4, 8, 9 and 2000-3

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve as presented. VOTE: Teran, Basua, Mc Arthur, Perello, Perez and Rodriguez voted in favor; motion carried 6-1 with Councilman Starr voting no.

2. **Finance Department**

SUBJECT: Fiscal Year (FY) 2025-26 Public Safety Property Tax Assessment. (10 minutes)

RECOMMENDATION: That the City Council adopt **Resolution No. 15,883** establishing the FY 2025-26 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

(This item did not originate in Committee.)

No public comments were received. The Chief Financial Officer was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez and Teran voted in favor; motion carried 6-1 with Councilman Starr voting no.

3. **Finance Department**

SUBJECT: Adoption of Fiscal Year 2025-26 Proposed Budget. (90 minutes)

RECOMMENDATION: That the City Council adopt the following resolutions:

- a. A **Resolution No. 15,884** of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2025-26; and
- b. A **Resolution No. 15,885** of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2025, in accordance with the Operating Budget for the Fiscal Year 2025-26; and
- c. A **Resolution No. 15,886** of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the attached Classification and Salary Schedule; and
- d. A **Resolution No. 15,887** of the City Council of the City of Oxnard Establishing Financial Management Policies; and
- e. A **Resolution No. 15,888** of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2025-26; and
- f. A **Resolution No. 15,889** of the City Council of the City of Oxnard Adopting a Master Fee Schedule.

Public comment was received from Paul Schnebelen, Chair of the RiverPark Neighborhood Council. The Chief Financial Officer was available to answer questions. Discussion ensued among the Council and staff.

A. Approving the City Operating and Capital Improvement Budget

It was moved by Councilwoman Basua, seconded by Councilmember Perello, to approve the recommended action. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Teran and Basua voted in favor; motion carried 6-1 with Councilman Starr voting no.

B. Authorizing Full-Time Equivalent Positions

It was moved by Mayor Mc Arthur, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Teran, Basua and Mc Arthur voted in favor; motion carried 6-1 with Councilman Starr voting no.

C. Authorizing Classification and Salary Schedules

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion carried 7-0.

D. Establishing Financial Management Policies

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 6-1 with Councilman Starr voting no.

E. Establishing an Appropriation Limit

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Basua, to

approve the recommended action. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 7-0.

F. Master Fee Schedule

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello and Perez voted in favor; motion carried 7-0.

4. **Housing Department**

SUBJECT: Third Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura, Agreement A-8462.

No public comments were received. The Interim Housing Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Mc Arthur, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Perez, Rodriguez, Basua, Perello and Mc Arthur voted in favor; motion carried 5-1-1 with Councilman Starr voting no. Mayor Pro Tem recused himself and did not participate due to the nature of his work with the County of Ventura and the potential conflict of interest. At 11:48 p.m., Mayor Pro Tem Teran left the dais and at 11:51 p.m. Mayor Pro Tem returned.

5. **Housing Department**

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a one-year agreement with Mercy House (32600011) for the provision of shelter and navigation center operations in Fiscal Year 2025-2026, in the amount not-to-exceed \$3,355,407.75.

Public comment was received from Lorenzo Castillo. The Interim Housing Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilwoman Perez, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Rodriguez, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; motion carried 6-1 with Councilman Starr voting no.

N. **ADJOURNMENT**

There being no further business on the agenda, and without objection, Mayor Mc Arthur

adjourned the meeting at 12:14 a.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: July 1, 2025
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Agreement with the Ventura County Area Agency on Aging for the Administration of the Senior Nutrition Program.

RECOMMENDATION

That the City Council:

1. Approve and authorize the City Manager to execute an agreement with the County of Ventura in an amount not to exceed \$420,000 in grant revenue for the administration of the Senior Nutrition Program; and
2. Approve a Fiscal Year 2025-26 budget appropriation and corresponding grant revenue recognition in the amount of \$420,000 to the Federal Grants Fund (200).

(This item did not originate in Committee.)

BACKGROUND

The Ventura County Area Agency on Aging (VCAAA) operates the Senior Nutrition Program (SNP). The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older. The SNP provides nutritious meals for older adults and people with disabilities within Ventura County through the Senior Nutrition Program (SNP), which includes Congregate and Home-Delivered Meal (HDM) services. The SNP, via collaboration with partner agencies in Ventura County cities, gives the senior populations across Ventura County access to nutritious meals and contributes to maintaining their health, safety, dignity and quality of life.

The City of Oxnard operates four senior centers, and because of the partnership with VCAAA, nutrition services have been provided as part of the City's offerings at three of the locations, as well as home-delivered meal service. Nutrition services include the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Nutrition services also include outreach, client assessments (for home-delivered meals), monthly program reporting, and fiscal administration. Over the last four years, the City has averaged 48,000 meals per year, with the highest spike in Fiscal Year 2020-21 (57,814 meals) due to the COVID-19 pandemic.

Historically, the County covered the full cost of all food, food preparation, and paper products for the program, and also provided the City with funding to cover the majority of labor costs associated with the program. Between the fiscal years of 2019 through 2023, the County's contributions ranged between approximately \$137,000 - \$187,000 annually, which the City used solely to fund City staff to support the SNP. The cities and partner agencies were responsible for ordering food, but were excluded from the fiscal side of food procurement as this was managed by VCAAA.

The grant requires a 10% in-kind match, which the City fulfills through the use of City senior centers for the congregate meals and a staging site for the home-delivered meals.

DISCUSSION

The past year has included a number of fiscal changes to this program. In March 2024, the County indicated SNP changes were needed, effective July 1, 2024. Last fiscal year, the City was provided \$290,100 by the County to help pay for any costs associated with the program. While the funding amount was higher than what the City had previously received from the County, the funding now had to cover food, paper products and staff, all of which had to be fiscally managed by the City of Oxnard.

Fiscal Year 2025-26 County funding has increased to \$420,000, again to cover any program costs. Based on the information staff know from the County as of the printing of this staff report, an additional \$239,000 in gap funding is necessary in FY 25-26 to maintain service levels in Oxnard. At the Measure O Oversight Committee meeting held on May 29, 2025, a request was recommended to provide the Senior Nutrition Program the \$239,000 for FY 25-26. This was included in the City Council Public Hearing on Budget held on June 3, 2025.

The agreement with the County was approved on June 3, 2025, by the County Board of Supervisors.

Approval of this recommendation will allow the City Manager to ensure the agreement will be executed with little to no impact on the program.

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

Approval of the recommended action will authorize grant revenue recognition and appropriation in Fiscal Year 2025-26 to the Federal Grants Fund (200) in the amount of \$420,000. The grant is for primary services, including reimbursement for actual expenses, not to exceed \$420,000

The Fiscal Year 2025-26 adopted budget includes \$239,000 in gap funding through Measure O (Measure O Fund - 1045503) for a total SNP budget of \$659,000.

The SNP suggests a donation of \$3 per meal; however, no eligible individual (60 years and over) will be denied participation because of failure or inability to contribute. To account for the potential donations, there is a projected total donation amount of \$3,500 from the program participants, which is also included in the Fiscal Year 2025-26 adopted budget (Federal Grants Fund - 2005501).

There is a 10% required in-kind match of grant funds not to exceed \$42,000, which will be met by permitting the program to use the City-owned facilities.

For Finance Use Only: Fed. Grants Fund (Org. 2005503 Obj. 48200 & 53200) project G2401

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Marisue Eastlake, RDVP Director

ATTACHMENTS

1. 2025-2026 Ventura County AAA SNP Agreement

Ventura County Human Services Agency, Area Agency on Aging
Agreement and Assurances of Older Americans Act
Award for Services – Contract No. C2526.04

This agreement is made and entered into on July 1, 2025, by and between the **County of Ventura**, which includes its **Human Services Agency, Area Agency on Aging** (hereinafter called “County” or “Area Agency” or “VCAAA”) and the **City of Oxnard** (hereinafter called “City” or “Contractor”) for services specified in **Exhibits A-C** attached hereto and incorporated herein by reference (“Service Requirements”). The total compensation to be paid to Contractor shall not exceed **\$420,000** (the “Contract Amount”). Matching contributions shall be **\$42,000**.

Article I: Scope of Service and Performance Standards

Section 1

Contractor understands and agrees that unless agreed otherwise in writing by County, Contractor will abide by the terms of this contract.

Section 2

Contractor shall provide, in a satisfactory and proper manner as determined by the Area Agency’s representative, the necessary personnel, equipment and materials required to carry out the services and/or activities as detailed in this contract and the attached **Exhibit A**, incorporated herein. Contractor agrees to provide the services in accordance with all applicable local, state, and federal designation and program standards, regulations and laws.

Contractor shall provide services provided for in this agreement in accordance with, and to comply with all terms of, the contracts (Area Plan (AP), as applicable) between the California Department of Aging (CDA) and the Area Agency (“the CDA Contract”), and will require any subcontractors to administer their subcontracts in accordance with this agreement and the CDA Contract, and with all applicable local, state, and federal laws and regulations including, but not limited to: those regarding discrimination, wages, and hours of employment; occupational safety; and, fire, safety, health and sanitation regulations, directives, guidelines and/or manuals related to this agreement, and resolve all issues using good administrative practices and sound judgment. A copy of the CDA Contract is on file with the Area Agency and is available upon request.

Section 3

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

The Contractor agrees that during the term of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with the Area Agency on Aging until satisfactory status is restored.

Section 4

Under the terms of this contract, the following definitions apply:

CCR means California Code of Regulations.

CFR means Code of Federal Regulations.

Child means an individual who is not more than eighteen (18) years of age.

Contractor means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in and in accordance with this Agreement. This term may be used interchangeably with Vendor.

Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- **Congregate Meals** – Individuals eligible to receive meals at a congregate site are:
 - a) Any older individual.
 - b) The spouse of any older individual.
 - c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- **Home-Delivered Meals** – Individuals eligible to receive a home-delivered meal are individuals who are:
 - a) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - a) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program

- volunteer via telephone) during the meal.
- b) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Matching Contributions (called **Recipient Local Share** for Title V: [OAA § 502(c)(2)] [20 CFR 641.809]) means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources. Matching Contributions qualify as match for the contract funding. Cash and/or in-kind contributions may count as match if such contributions are used to meet program requirements. Any matching contributions, or Recipient Local Share, (cash or in-kind) must be reported monthly and be verifiable from the records of the Contractor. Matching contributions, or Recipient Local Share, must be used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

Nutrition Education means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

OAA means Older Americans Act.

Program Income means revenue generated by the Contractor from contract-supported activities and may include:

- a. Voluntary contributions received from a participant or responsible party as a result of services.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations[22 CCR 7000 et seq.]; CDA Program Memoranda, and California Retail Food

Code (CRFC).

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)] [45 CFR 75.403(f)]

Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

Title III C-2 meals are compliant with the Older Californians Nutrition Program Menu Guidance

Vendor means an entity selling or providing goods or services. This term may be used interchangeably with Contractor.

Article II: Period of Performance

Except as otherwise provided, the term of this agreement shall commence on July 1, 2025, and terminate on June 30, 2026. This Agreement can be extended or renewed for additional years upon mutual agreement of both parties.

Article III: Program Budget and Payment Schedule

Section 1

The reimbursable compensation of this Agreement shall be paid in monthly increments upon receipt of an accurate invoice submitted monthly for all expenses incurred and paid for the previous month. Invoices shall be submitted no later than the fifteenth (15th) calendar day of the subsequent month to Human Services Agency-Fiscal Division.

In accordance with the approved budget ("Authorized Total Budget"), County will reimburse to Contractor the approved expenses within 30 days of receipt of an approved and accurate invoice.

No expenditure shall be made or obligation incurred in excess of this agreement, or not in

accordance with the Authorized Total Budget. Any expenditure of funds that is not in compliance with the Authorized Total Budget or this agreement, or not within the costs set forth in the Authorized Total Budget, shall not be chargeable to the County. Any unauthorized expenditures shall be borne by Contractor.

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed.

Section 2

All payments shall be made in accordance with the provisions of this agreement and the Authorized Total Budget (**See Exhibit B**). The funds to be paid by the Area Agency to Contractor are solely federal and state funds and shall be spent in accordance with the Authorized Total Budget. Contractor must obtain prior approval in writing from County's Fiscal Representative for any budget modifications.

Section 3

The Area Agency may, at its discretion, reallocate to other projects that portion of Contractor's Older Americans Act award which (during the mid-year or other budget review) is projected to become unexpended grant funds.

Section 4

Contractor shall maintain accounting records (including payroll records, bills, invoices and receipts) for all funds received pursuant to this agreement separate from any other funds administered by Contractor. This shall include program income, voluntary contributions, and all matching funds. Contractor shall also account for all other non-cash items, where applicable.

Section 5

In the event Contractor receives payment for a service to which reimbursement is disallowed by the Area Agency or to the Area Agency by the California Department of Aging or the Federal Administration on Aging, Contractor shall promptly refund the disallowed amount to the Area Agency on request.

Section 6

Funds made available under this Agreement shall supplement, and not supplant, any Federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III (excluding III E), or Title VII Programs. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b) and distinguished between "caregiver" and "grandparent" support services, as required for the Older Americans Act

Performance System (OAAPS). Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.), or other caregiver services such as those provided through Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

Section 7

Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor and must be allowable as outlined in the Code of Federal Regulations [2 CFR 200] and [2CFR 2900] and may be cash or in-kind contributions.

Section 8

The maximum reimbursement amount allowable for indirect costs is 15% of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 15% of the Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)]

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Administrative costs exceeding the maximum 15% may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the Area Agency prior to budgeting the excess indirect costs as in-kind.

Section 9

Matching Requirements

1. The required minimum program matching contributions for Title III-C is ten percent (10%).
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. Program matching contributions for Title III-C can be pooled to meet the minimum requirement of ten percent (10%).
4. Matching contributions generated in excess of the minimum required are considered overmatch.

Section 10

Should the Contractor begin work in advance of when the Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

Article IV: Reporting and Evaluation

Section 1

Contractor shall report data into LiveWellVC monthly. All program data must be reported online on or before the tenth (10th) day of each month following the month being reported

and shall contain the information requested by the Area Agency. No request for payment of funds shall be approved by the Area Agency's representative until such reports have been timely filed.

Section 2

Area Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Area Agency in evaluations of the Program as scheduled by the Area Agency. Contractor will collect and make available all pertinent project information as needed and/or requested and participate in any project site visits made by the Area Agency.

Article V: Information Integrity and Security

The Contractor, and its subcontractors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

Encryption of Computing Devices

The Contractor, and its subcontractors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

Disclosure

1. The Contractor, and its subcontractors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
2. The Contractor, and its subcontractors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.
4. The Contractor, and its subcontractors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Contractor, and its subcontractors, will not, except as otherwise specifically authorized or required by this agreement or court order, disclose any identifying information obtained under the terms of this agreement to anyone other than the Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. Contractor, and its subcontractors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Security Awareness Training Requirement

The Contractor's employees, subcontractors, and volunteers handling PSCI must complete the required CDA Security Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, subcontractor, or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to VCAAA upon request.

Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that subcontractors comply with the privacy and security requirements of HIPAA.

Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/

Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

Software Maintenance

The Contractor, and its subcontractors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

Electronic Backups

The Contractor and its subcontractors shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its subcontractors, shall ensure that all data, files, and backup files are encrypted.

Article VI: State Licensure Requirements

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

Article VII: Contributions for Social Services

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he/she/they is able to contribute toward the cost of the social service. No older person will be denied a social service because of his/her/their failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

- a. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Establish appropriate procedures to safeguard and account for all contributions.
 - iii. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand baseline services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B,

Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)] and may reduce the total amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

Article VIII: Nondiscrimination

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. These include but are not limited to:

- (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261);
- (b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
- (c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap;
- (e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age;
- (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR § 98323), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the VCAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the VCAA Grants Administrator. The Contractor shall notify VCAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Area Agency on Aging with the following information regarding program participants: number or proportion of limited English-speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq. Contractor shall take reasonable steps, based upon the group-needs assessment identified above, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

Based on findings of the group-needs assessment, the Contractor shall ensure reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]

"Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

Article IX: Training

Contractor agrees to participate in staff training and development programs provided by the Area Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition

costs of such efforts as required or necessary. Trainings for staff and volunteers will include the following: food safety, prevention of foodborne illness, HACCP principles, accident prevention, fire safety, first aid, choking, earthquake preparedness, and other emergency procedures. Contractor will keep documentation of training certificates on file and will have a written plan for staff and volunteer training. At a minimum staff are required to complete 4 hours of annual training. All staff and volunteers who are providing food safety training must have current food safety certificates on file.

Article X: Lobbying Certification

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The form is available upon request from the Area Agency.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article XI: Subcontracts and Assignments

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property in accordance with Article XVIII of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto.

All contractors are required to submit a list of Grant Funded Property with the June RFF/Close out Report.

No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by an Area Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement. Purchase of items such as standard commercial supplies, office space, or printing services do not

require a subcontract and do not require prior Area Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Area Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with Article XVI of this contract.

Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event Area Agency determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by Area Agency and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

Article XII: Recordkeeping

Contractor shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers; a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation; letters of agreement; insurance documentation in accordance with this contract; Memorandums and/or letters of understanding; patient or client records; and electronic files) of its activities and expenditures hereunder in a form satisfactory to the Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services. The financial records of Contractor as they pertain to this contract are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Controller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the contract period, and for a minimum period of four (4) years after the expiration of the contract. Contractor shall maintain responsibility for such records, both during the contract period and for a minimum four (4) year period following the last transaction related to the contract. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the

final disposition of this property. All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year for which the document is prepared. The VCAA recommends that Contractor contact the VCAA Grants Manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the County. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Article XIII: Unexpended Funds

Contractor understands and agrees that there is no provision for carryover of unexpended funds at the end of the contract period. Any money obligated under this contract (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Financial Closeout Report to the Area Agency.

Article XIV: Audit and Closeout Requirements

Section 1

General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, California Department of Aging (CDA) staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit all Contractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that Area Agency is informed of an audit by an outside federal or State government entity affecting the Contractor, Area Agency will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the Area Agency, the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request. All agreements entered into by the Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
3. The Contractor shall cooperate with and participate in any further audits, which may be required by the State, including CDA fiscal and compliance audits.

Section 2

Fiscal and Compliance Audits

1. The Area Agency shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. These fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

Section 3

Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the Area Agency.
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that Federal-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures.
 - d. For contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the Area Agency on Aging.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout shall be maintained and made available for Area Agency review.
3. Contract Resolution of Contractor

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending "Financial Closeout Report" signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Financial Closeout Report, and the Financial Closeout Report shall contain all the information required by the Area Agency.

4. The Contractor shall ensure that single audit reports, including those of its subcontractors, meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor's audit report.
 - b. Reconciling reported expenditures to the amounts identified in the single audit or other type of audit if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Area Agency must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2
 - g. CFR 200.302 and 45 CFR 75.302]
 - h. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - i. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements and standards. Contractor shall permit independent auditors to have access to the

records and financial statements as necessary for Contractor to comply with OMB Circular A-133.

8. The Contractor shall disclose to the Area Agency whether audit findings were issued; and, if applicable, any communication or follow-up performed to resolve the findings.
9. A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable.

Contractors expending less than \$750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation enumerated in Article III Section 4 of this contract, to support all claims.

Article XV: Indemnity

1. All activities and/or work covered by this Agreement shall be at the risk of Contractor alone. Contractor agrees to defend (at County's request), indemnify, and hold harmless the County of Ventura, including all of its boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims and losses, lawsuits, judgments, debts, demands and liability, injuries or death of persons and/or damages to property arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the Area Agency and the County of Ventura.

Contractor further agrees to indemnify, defend, and hold harmless the County of Ventura and the California Department of Aging, their officers, agents, and employees from any and all liability, claims and losses, damages or expenses, including reasonable attorney fees arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's sole negligence or willful acts accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this agreement.

2. Contamination and Pollution. Contractor, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary

damages assigned due to contamination or polluting activities of Contractor will be borne entirely by Contractor. Any Contractor receiving more than \$100,000 in funding shall comply with all orders or requirements issued under the following laws: Clean Air Act, as amended (42 USC 1857); Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738), State Contract Act [Cal. Pub. Con. Code §10295 et seq.], and Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010].

3. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, duties, and obligations, and in the exercise of the rights granted under this Agreement shall act in an independent capacity and not as officers or employees or agents of the Area Agency, the County of Ventura or the State of California.
4. If, in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out its responsibilities under this Agreement, any such third person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law, shall be determined by Contractor, and the Area Agency shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor nor any such person shall have any claim under this Agreement or otherwise against the Area Agency for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
5. The Contractor, and its subcontractor(s), shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
6. Contractor is an independent contractor and shall hold the County of Ventura harmless from any and all claims that may be made against the County of Ventura based upon any contention by any third party that an employer- employee relationship exists by reason of this Agreement. The County is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self- employment social security taxes, income taxes and any other taxes levied against it. Contractor does not assign such obligation to the County for collection or administration except as may be required by federal and state statutes.

Contractor further agrees to hold the County harmless from, and to compensate the County for, any claims against the County for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement.

Article XVI: Insurance

The County of Ventura requires that all contractors indemnify and defend the County for

liability incurred as a result of actions associated with the project, and carry insurance as required. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement adequate liability insurance to cover all activities necessary to fulfill its obligations under this Agreement.

It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required.

1. Prior to commencement of any contract, Contractor shall provide the VCAA proof of the following insurance:
 - (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles, also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
 - (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
2. All insurance required shall be primary coverage in respect to the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.
3. The County of Ventura its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured with respect to work done by Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).
4. Contractor agrees to waive all rights of subrogation against the County of Ventura for losses arising directly or indirectly from the activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).
5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.
6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents

on or before the effective date of this contract:

- (a) Certificates of Insurance for all required coverages. The County of Ventura shall be named the certificate holder and the address must be listed on the certificate.
- (b) Additional Insured endorsements naming the County of Ventura and authorized with a signature by the insurance carrier.
- (c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Article XVII: Contract Modifications

Any revision, waiver, or modification of this agreement must be approved in writing by the Area Agency by amendment to this Agreement. Only a modification that changes a single approved budget line item that is less than 10 percent may be made without prior written approval by the Area Agency.

Article XVIII: Planning Efforts

Contractor shall cooperate fully with the Area Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of equipment, service coordination, and other activities as may be determined by the Area Agency to attain this goal.

Article XIX: Personnel

Contractor shall maintain adequate staffing levels to perform at the contracted level of this program. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

Article XX: Debarment, Suspension, and other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it or its agents:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall report immediately to the Area Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.

Article XXI: Living Wage Ordinance

This contract may be subject to the County of Ventura Living Wage Ordinance ("Ordinance"). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Failure to comply will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years. 501(c)(3) nonprofit organizations are exempt from the Ordinance.

Article XXII: Termination of Grant

Section 1

Older Americans Act funds awarded under this contract may be terminated by the Area Agency at any time for non-compliance with any of the terms and conditions of this contract provided that at least thirty (30) days' written notice is given to Contractor.

Section 2

The Contractor (applies to all program except for the Ombudsman) may terminate this contract at any time, for reasons of its own choosing, provided that at least one hundred and eighty (180) days written notice is given to the Area Agency. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.

Section 3

Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for providing the specified contract-funded services.

Section 4

This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the Area Agency of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Area Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the Area Agency, under which this agreement is made, or to the portion thereof delegated by this agreement.

Section 5

In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Area Agency. The Area Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Area Agency, or the California Department of Aging.

To exercise the above right, no later than 120 days after the termination of the Agreement or notification of Contractor's dissolution, the Area Agency will issue specific written disposition instructions to Contractor.

Article XXIII: Access

Contractor shall provide access to the federal or state agency, Bureau of State Audits, the Controller General of the United States and the Area Agency, or any of their duly authorized federal or state representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

Article XXIV: Monitoring

1. Authorized State representatives and Area Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.
2. Contractor shall cooperate with the State and the Area Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

Article XXV: Grievance

Section 1

Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:

- (a) Time frames within which a complaint will be acted upon.
- (b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Area Agency if dissatisfied with the results of the Contractor's review.
- (c) Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Section 2

Contractor is required to notify all older individuals of the grievance process through their organization as well as the Area Agency. Contractor may notify older individuals by the following methods:

- (a) Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Area Agency.
- (b) Advising homebound older individuals of the process either orally or in writing upon

the service providers' contact with the individuals.

Section 3

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

Article XXVI: Contact for Responsibility and Notification

Section 1

The Director of the Ventura County Human Services Agency, Area Agency on Aging, or designee shall be the Area Agency's representative for purposes of administering this agreement. The Program Manager/Director shall represent Contractor. *If the Contractor's representative changes, Contractor agrees to immediately notify the VCAAA's Grants Administrator.*

Section 2

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

AREA AGENCY:

Ventura County Human Services Agency
855 Partridge Drive
Ventura, CA 93003-9086

CONTRACTOR:

City of Oxnard
350 North C Street
Oxnard, CA 93030

Article XXVII: List of Exhibits

The Contractor shall comply with the Contract and the Exhibits listed below:

- Exhibit A-Scope of Work, Services and Reporting Requirement
- Exhibit B-Budget
- Exhibit C-Ventura County Focal Points

IN WITNESS THEREOF, the County of Ventura and Contractor have executed this Agreement as of the date first written above.

COUNTY OF VENTURA

Authorized Signature

Printed Name

Director, Human Services Agency
Title

Date

CITY OF OXNARD

Authorized Signature

Printed Name

Title

Date

Tax Identification Number

Secretary of State Entity Number

EXHIBIT A
SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS

1. Overview of Services

County has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

Provide Congregate and Home-Delivered meals to seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. Seniors participating in the meal program will be given the opportunity to give a voluntary contribution. The suggested contribution amount cannot exceed the actual cost of the meal. No minimum or maximum number of transactions can be guaranteed for this program.

2. Services

Contractor shall perform the following services:

The Senior Nutrition Program is intended to provide nutrition meal services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging in place and promoting choice and quality of life.

Definition: Senior Nutrition Program services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling to eligible individuals at congregate sites or in their homes.

Goals: To maintain or improve the physical, psychological, and social well-being of older individuals by providing or securing appropriate nutrition services in the County for the purposes outlined in the Older Americans Act, Part C, Section 330:

- (a) to reduce hunger and food insecurity;
- (b) to promote socialization of older individuals;
- (c) to mitigate isolation of older adults; and
- (d) to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Objectives:

- (a) Give preference to older individuals with the greatest economic or social need, with particular attention to low-income minority individuals.
- (b) Serve meals that are appealing and comply with the most recent Dietary Guidelines for Americans (DGA).
- (c) Promote and maintain high food safety and sanitation standards.
- (d) Promote good health behaviors through nutrition education and nutrition screening of participants.
- (e) Promote or maintain coordination with other nutrition-related supportive services

for older individuals.

Target Population: The Senior Nutrition Program provider(s) shall target individuals who are sixty (60) years of age or older, minorities, those with low income, and those living in rural areas of Ventura County.

Congregate Meal Services: Contractor shall provide meals in a social setting at a minimum of one meal per day, five days per week; however, where a situation calls for more or less than one meal per day, pre-approval by the Ventura County Area Agency on Aging (VCAAA) is required. Contractor shall determine an individual's need for more than one meal per day based on nutritional risk assessment, living status and income of the participant. Food production procedures shall comply with Title 22 of the California Retail Food Code (CRFC) standards, and the U.S. Food and Drug Administration's Hazard Analysis and Critical Control Points (HACCP) best practices guidelines.

Congregate Meal Services consist of managing and administering daily, weekly, monthly, and annual operations of congregate dining. Tasks include, but are not limited to, the receipt of weekly deliveries of food and non-food supplies, the safe storage of these supplies, the final assembly and serving of meals, cleaning the site before, during and after meal service, purchasing supplies, establishing and providing meal counts to VCAAA in a timely fashion, distributing menus (in English and Spanish), ensuring the confidential collection of voluntary contributions, safeguarding of contributions collected, ensuring that participants complete intake forms that collect required demographic information, utilization of the reporting system and other administrative requirements. Tasks also include the accounting and reporting of voluntary contributions following prescribed fiscal standards.

Home-Delivered Meal Services: Contractor shall provide Home-Delivered Meal Services to eligible older persons who are homebound by reason of illness, disability, or functional need and unable to prepare their own meals. Assessments of individuals receiving home-delivered meals are required to establish initial eligibility and to ascertain ongoing eligibility. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines. The Contractor shall provide written instructions in the language of the majority of the participants for the handling and re-heating of meals.

Home-Delivered Meal Services include, but are not limited to, the following tasks: receive and safely store weekly deliveries of food supplies; manage and administer operations for the delivery of meals to homebound older adults; assemble meals (if necessary); deliver meals to eligible older adults using the Contractor's delivery vehicles and temperature-controlled food carriers; assess and reassess clients monthly to determine initial and ongoing eligibility for the program; prepare and/or distribute menus (in English and Spanish, as needed); provide nutrition education and counseling as prescribed by the VCAAA Registered Dietitian or program Registered Dietitian; and meet all the administrative requirements of the Senior Nutrition Program. Tasks include collecting, accounting, and reporting of voluntary contributions in a confidential manner and consistent with standard accounting principles.

Volunteer Recruitment: The Contractor is responsible for recruitment of volunteers to aid in the operation of the program.

Eligibility of Volunteers: Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Contractor shall comply with the most current Ventura County Area Agency on Aging Contractor's Handbook for providing and accounting for meals provided to Senior Nutrition Program volunteers, and shall report all volunteer meals on a monthly basis to County. In all cases of eligibility, priority shall be given to individuals aged 60 and older and Native Americans aged 45 and older.

Nutrition Risk: The Contractor shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

Safety: Contractor is responsible for providing accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training as required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home-Delivered Meals distributor is also required to maintain and make available to staff upon request current Safety Data Sheets (SDS) at their site(s) per the Code of Federal Regulations (29 CFR). Furthermore, each meal site and/or home-delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a current ServSafe Certification.

Mandated Reporters: Contractor must comply with all applicable provisions of Welfare and Institutions Code - WIC § 15630. All staff and volunteers working with older adults are "Mandated Reporters" and, as such, are required by law to report suspected abuse and/or self-neglect. Senior Nutrition Program staff and volunteers shall be trained in recognizing and reporting elder abuse and/or self-neglect.

Staff Qualifications: Contractor shall employ a Site Coordinator that is responsible for the day-to-day operations of the Senior Nutrition Program at their site. The Site Coordinator shall have one of the following qualifications:

- (a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
- (b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty (20) hours of college level coursework in food service management, business administration and/or personnel; or
- (c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.

All Site Coordinators must become ServSafe trained.

Training: Training by VCAAA Registered Dietitian (RD) for staff and volunteers shall include, at a minimum, food safety (ServSafe) and prevention of foodborne illness, HACCP principles, accident prevention, fire safety, first aid, choking, earthquake preparedness, and other emergency procedures. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site, and which shall include a minimum of four hours per year of training by the RD for paid and non-paid food service staff at each Senior Nutrition Program site. Training attendance records shall be submitted to VCAAA quarterly. All staff and volunteers who are providing food safety training must have current food safety certificates on file. Contractor will keep documentation of training certificates on file and will have a written plan for staff and volunteer training.

Nutrition Education Services for Participants: Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the VCAAA RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include demonstrations, presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home-delivered meal recipients. Accurate training records shall be kept by each Contractor that indicate the type and duration of training, as well as copies of distributed printed materials. Training records shall be submitted to VCAAA on a quarterly basis to ensure training requirements are being met.

Monitoring Nutrition Programs: Food facilities (i.e., sites that store, prepare, package or portion food) must be monitored on-site annually by the AAA Registered Dietitian (RD) [22 CCR 7634.3(d)]. Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food – therefore don't meet the California Retail Food Code's definition of a "food facility") must be monitored at least every other year on-site. Restaurant vendors that prepare meals are considered food facilities (i.e., facilities that store, prepare, package, or portion food) and as such must, at a minimum, be monitored quarterly per CCR 7636.1(b)(6) by the RD, or by a person trained by and under the review of the RD:

Records, Reports, Distribution of Information: Contractor shall report data into LiveWellVC, <https://livewellvc.communityos.org> by the 10th of each month for the previous month's data. Contractor shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

- (a) Both congregate and home-delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file in the reporting system.
- (b) Each home-delivered meal recipient shall also have a current Senior Nutrition Program Home-Delivered Meal Assessment Worksheet on file in the reporting system.
- (c) Contractors shall update the Nutritional Risk and Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) assessments for home-delivered meal recipients in the reporting system annually.
- (d) Each SNP Site Coordinator shall use the Meal Registration forms to generate monthly rosters from LiveWellVC for home-delivered and congregate meal recipients.

The Contractor shall assure that materials published under this Agreement shall:

- (a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging."
- (b) give the name of the entity, the address, and telephone number at which the supporting data is available and
- (c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and the publication may not be based upon or inclusive of all raw data."

County's Procured Suppliers: Contractor may order supplies and meals from any of the County procured vendors. The five (5) procured vendors for the Senior Nutrition

Program include: Azul Catering, Jordano's Foodservice, Revolution Foods, Ventura Harbor Restaurant, and Waterside Restaurant. These vendors were procured through a competitive Request for Proposals (RFP) in 2024. Contractors are not limited to contract with the approved vendors. However, the Contractor must meet CDA and County criteria and obtain approval prior to contracting with additional vendors. Any costs incurred prior to approval, may not be reimbursed, or compensated. All menus, meals and recipes of procured vendors must be reviewed and approved by the VCAAA RD.

Food and Non-Food Procurement and Local Food Storage & Delivery: Contractor shall procure and furnish food, and non-food items, including meals, reheating instructions (in language of majority participants), and packaging, and safely and efficiently store, transport, and deliver food and non-food items to pre-determined sites throughout Ventura County, using temperature-controlled equipment. Deliveries to the meal-sites shall be weekly according to placed orders. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety. The delivery of food and non-food supplies to local storage and distribution center and/or meal sites also includes the use of transport equipment and food service containers. Due to the essential function of supplying food and non-food supplies for the Senior Nutrition Program meal sites each week, local storage and delivery of these items are required.

Nutrition Services Requirements:

Contractor shall ensure that the congregate meal site(s) adhere to the following requirements:

- (a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
- (b) Provide a means by which to obtain participants' views about the services received; and
- (c) Provide meals, if available, to all participants regardless of reservation status; and
- (d) Ensure that trained staff (paid and/or non-paid) are physically present during the time that meals are being served; and
- (e) Provide restrooms, lighting and ventilation at the site that meets the requirements of California law; and
- (f) Provide equipment (e.g., tables and chairs) that is sturdy and appropriate for older individuals; and
- (g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Contractor contracting for home-delivered meal service shall adhere to the following assessment requirements:

- (a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration form and the Home Delivered Meal Assessment Worksheet; and
- (b) Initial assessments may be done by phone; however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
- (c) Participants shall be assessed for other nutrition-related supportive services and referred as needed; and

- (d) Participants shall be reassessed in their homes at least every six months and allowable by phone every other quarter to ensure eligibility.

A waitlist shall be established whenever a Contractor is unable to provide home-delivered meals to all eligible participants. Waitlists must be pre-approved by VCAAA. The decision to place an eligible individual on a waitlist and their ranking on that list shall be determined by greatest social and economic need.

Nutritional Requirements of Meals, Entrees or Protein Portions: Contractor and/or contractor's Registered Dietitian (RD) will work with the VCAAA RD to ensure that each component complies with the most current California Department of Aging (CDA) Older Californians Nutrition Program Menu Guidance, the Dietary Guidelines for Americans (DGA) and provides 1/3 of the Dietary Reference Intakes. The DGA is jointly published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the National Academy of Medicine.

Per CDA guidance, each **meal** shall provide all the following:

- (a) **Caloric Range:** A weekly average of **550 to 650 calories**.
- (b) **Protein:** **Three (3) ounces** of **cooked**, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
- (c) **Vegetables:**
 - At least **one-half (½) cup** serving of **cooked** vegetables and/or **one (1) cup** of **raw** leafy vegetables.
 - *Dark Green* vegetables to be included once a week.
 - *Red or Orange* vegetables to be included once a week.
 - *Lentils, legumes, or Beans* to be included once a week.
- (d) **Fruit:** **One-half (½) cup** serving of fruit.
- (e) **Whole Grains:** At least **one (1) serving** of whole grain.
- (f) **Dairy or Alternative:** **Eight (8) ounces** of unsweetened soy beverage or fortified fat-free or low-fat (one (1) percent (%) fat) milk, yogurt, or cheese.
- (g) **Sodium:** A weekly average Sodium target of no more than **500-750 milligrams**.
- (h) **Vitamin C:** Foods containing a minimum of **25 milligrams** of Vitamin C.
- (i) **Vitamin A:** Food(s) naturally containing a minimum of **233 micrograms** of Vitamin A shall be served at least three (3) times per week.

If only the entrée is provided, each **entrée** shall provide all the following:

- (a) **Caloric Range:** A weekly average of **450 to 550 calories**.
- (b) **Protein:** **Three (3) ounces** of cooked, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
- (c) **Vegetables:**
 - At least **one-half (½) cup** serving of **cooked** vegetables and/or **one (1) cup** of **raw** leafy vegetables.
 - *Dark Green* vegetables to be included once a week.
 - *Red or Orange* vegetables to be included once a week.
 - *Lentils, legumes, or Beans* to be included once a week.
- (d) **Whole Grains:** At least **one (1) serving** of whole grain.
- (e) **Sodium:** A weekly average Sodium target of no more than **400 milligrams**.
- (f) **Vitamin C:** Foods containing a minimum of **22 milligrams** of Vitamin C.

(g) **Vitamin A:** A weekly average of **91 micrograms** of Vitamin A.

If only the protein portion is provided, each **protein portion** shall provide all the following:

- (a) **Caloric Range:** A weekly average of **100 to 200 calories**.
- (b) **Protein: Three (3) ounces** of cooked, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
- (c) **Sodium:** A weekly average Sodium target of no more than **300 milligrams**.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. All menus, meals and recipes must be reviewed and approved by the VCAAA RD. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service. All menus must be submitted to VCAAA RDs by the 15th of each month.

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: City of Oxnard			
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2025	TO: June 30, 2026	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025	
		AMENDMENT #:	
CONTRACT #:C2526.04		AMENDMENT EFFECTIVE DATE:	

BUDGET SUMMARY				
	APPROVED BUDGET (Enter original budget numbers here)	MATCH/NON-MATCH (In-Kind or Cash)	MATCH TYPE (In-Kind or Cash)	PROGRAM INCOME
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries	\$ -			
B. Staff Fringe Benefits	\$ -	\$ 42,000	In-Kind	
C. Direct Program Operating Expenses	\$ -			
D. Contractual Services	\$ -			
E. Food Costs	\$ 420,000			
F. Other	\$ -			
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	\$ 420,000	\$ 42,000		\$ -
II. INDIRECT COSTS	\$ -			
TOTAL CONTRACT BUDGET	\$ 420,000	\$ 42,000		\$ -

ESTIMATED NUMBER OF MEALS (ANNUAL)	MEALS	% OF BUDGET	BUDGET
Congregate Meals C1	22,000	50%	\$ 208,437
Home Delivered Meals C2	22,330	50%	\$ 211,563
Total Estimated Meals	44,330	100%	420,000

Instructions: Enter revised line item expense details below. The Adjustments and Revised Budget above will autocalculate.

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
				\$ -
				\$ -
				\$ -

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: City of Oxnard			
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2025	TO: June 30, 2026	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025	
CONTRACT #:C2526.04		AMENDMENT #:	
		AMENDMENT EFFECTIVE DATE:	

				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
A. Subtotal Staff Salaries				\$ -

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes (Social security, Medicare, etc.)		\$ -
Health Benefits		\$ -
Retirement Contributions		\$ -
Other (please describe):		\$ -
Other (please describe):		\$ -
B. Subtotal Staff Fringe Benefits		\$ -

C. Direct Program Operating Expenses <i>(Must be verifiable and cannot also be treated as an Indirect Cost.)</i>	Budget Justification & Calculation Details	TOTAL
Staff Travel, Telephone/Utilities, Insurance Related to the Program, Office Supplies, Materials, Program Outreach, Other Program Costs		\$ -

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: City of Oxnard			
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2025		INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025	
TO: June 30, 2026		AMENDMENT #:	
CONTRACT #:C2526.04		AMENDMENT EFFECTIVE DATE:	

Rental Costs (includes facility lease)		\$ -	Exclude from MTDC
Equipment*		\$ -	Exclude from MTDC
C. Subtotal Direct Program Operating Expenses		\$ -	
(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)			

D. CONTRACTUAL SERVICES (List legal entity name for each)	Contract Description & Cost Details	Vendor (V) (to follow 2 CFR	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
D. Subtotal Contractual Services			\$ -

E. FOOD COSTS		
Vendor Name	Description & Cost Details	TOTAL
Various	Jordanos, Azul, Revolution Foods per HAS food vendor contracts	\$ 420,000
		\$ -
		\$ -
E. Subtotal Equipment		\$ 420,000

F. OTHER (Please Describe)	Budget Justification & Calculation Details	
		\$ -
		\$ -

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: City of Oxnard			
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2025	TO: June 30, 2026	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025	
		AMENDMENT #:	
CONTRACT #:C2526.04		AMENDMENT EFFECTIVE DATE:	

		\$	-
		\$	-
		\$	-
		\$	-
F. Subtotal Other		\$	-

DIRECT PROGRAM COSTS TOTAL	\$	420,000
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II. INDIRECT COSTS* (Use one of the options below.)			
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EXHIBIT C

VENTURA COUNTY FOCAL POINTS WITH ADDRESSES

PROJECT: SENIOR NUTRITION PROGRAM

	Focal Points*	Senior Center**	Street Address	City	ZIP	Phone
1	Area Agency on Aging of Ventura County	No	4561 Telephone Road	Ventura	93003	805-477-7300
2	Camarillo Health Care District	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582
3	Fillmore Active Adult Center <i>Managed by City of Fillmore</i>	Yes	535 Santa Clara Avenue	Fillmore	93015	805-524-3030
4	Goebel Adult Community Center <i>A collaboration of City of Thousand Oaks & Conejo Recreation & Park District</i>	Yes	1385 E. Janss Road	Thousand Oaks	91362	805-381-2744
5	HELP of Ojai <i>a nonprofit organization</i>	Yes	370 Baldwin Road	Ojai	93022	805-646-5122
6	Moorpark Active Adult Center <i>Managed by City of Moorpark</i>	Yes	799 Moorpark Avenue	Moorpark	93021	805-517-6261
7	Palm Vista Senior Center <i>Managed by City of Oxnard</i>	Yes	801 South C Street	Oxnard	93030	805-385-8163
8	Pleasant Valley Senior Center <i>Managed by Pleasant Valley Park & Rec District</i>	Yes	1605 E. Burnley Street	Camarillo	93010	805-482-4881
9	Port Hueneme Senior Center <i>Orvene S. Carpenter Community Center Managed by City of Port Hueneme</i>	Yes	550 Park Avenue	Port Hueneme	93041	805-986-6542
10	Santa Paula Senior Center <i>Managed by City of Santa Paula</i>	Yes	530 West Main Street	Santa Paula	93060	805-933-4226 x356
11	Simi Valley Senior Center <i>Managed by City of Simi Valley</i>	Yes	3900 Avenida Simi	Simi Valley	93065	805-583-6363
12	Colonia Senior Center <i>Managed by City of Oxnard</i>	Yes	197 North Marquita Street	Oxnard	93033	805-385-7970
13	Ventura Avenue Adult Center <i>Managed by City of Ventura</i>	Yes	550 N. Ventura Avenue	Ventura	93001	805-648-3035
14	Conejo Valley Senior Concerns <i>a nonprofit organization</i>	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
15	Wilson Senior Center <i>Managed by City of Oxnard</i>	Yes	350 North C Street	Oxnard	93030	805-385-8028
Focal Points for Title III E Eligible Family Caregivers						
1	Conejo Valley Senior Concerns <i>a nonprofit organization</i>	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
2	Wellness & Caregiver Center of VC <i>Operated by Camarillo Health Care District</i>	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582

NOTE: The designation of a focal point and a senior center depends on the array of services offered (see definitions below).

***Focal Point** – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety of services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

****Senior Center** – The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: July 1, 2025

TO: City Council

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

SUBJECT: City's Monthly Investment Report for the period ending May 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 May 31, 2025 was \$520.2 million, with \$49.3 million in cash accounts and \$471.0 million in investments, as summarized in the table below.

Cash and Investment Position	May-2025
Cash	
Bank of America General Account	\$ 42,355,817.84
Bank of America Successor Agency Account	6,320,245.57
Bank of America Citations Account	582,387.53
Bank of America Golf Course Account	-
Total Cash	49,258,450.94
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,727,582.70
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	27,846,827.34
U.S. Treasury Notes *	9,969,600.00
U.S. Government Sponsored Entities *	306,438,616.57
Total Investments	470,982,626.61
Total Cash and Investments	\$ 520,241,077.55

* Market Value

Statutory Compliance

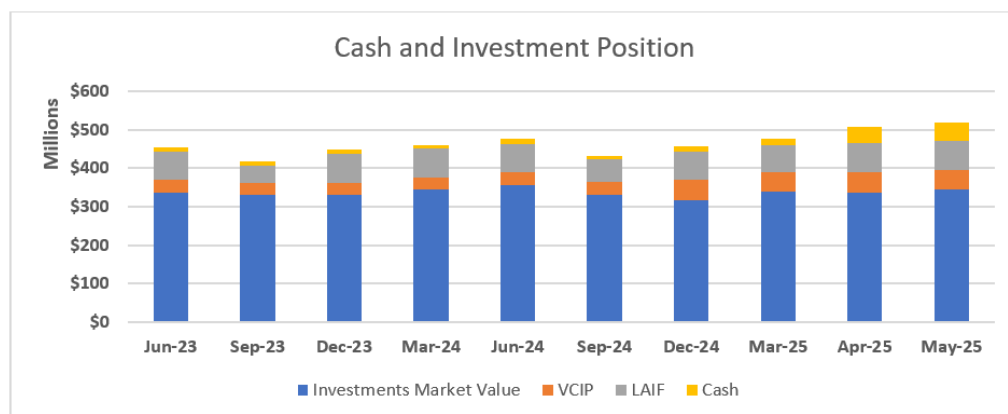
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of May 31, 2025 by authorized investment and duration for a total portfolio amount of \$471.0 million.

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	\$ 75.00	\$ -	\$ -	\$75.0	4.27%	15.92%
VCIP	n/a	51.7	-	-	51.7	4.28%	10.98%
Federal Agencies	n/a	90.8	187.7	27.9	306.4	2.66%	65.06%
Medium Term Notes	30%	18.2	9.7	-	27.8	1.59%	5.91%
Treasuries	n/a	5.0	5.0	-	10.0	4.10%	2.12%
Total Investment		\$240.7	\$202.4	\$27.9	\$471.0	3.12%	100%

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, as of May 31, 2025, increased by \$12.5 million compared with the prior month. The increase is driven by the first two draws from the State Revolving Fund Loan received in May in the amount of \$20.9 million. These proceeds represent reimbursements for capital project expenditures already incurred by the City. The available cash on hand will be used in June for funding the 115 trusts for pension and OPEB and paying a portion of pension unfunded liability directly to CalPERS as approved by City Council. 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.

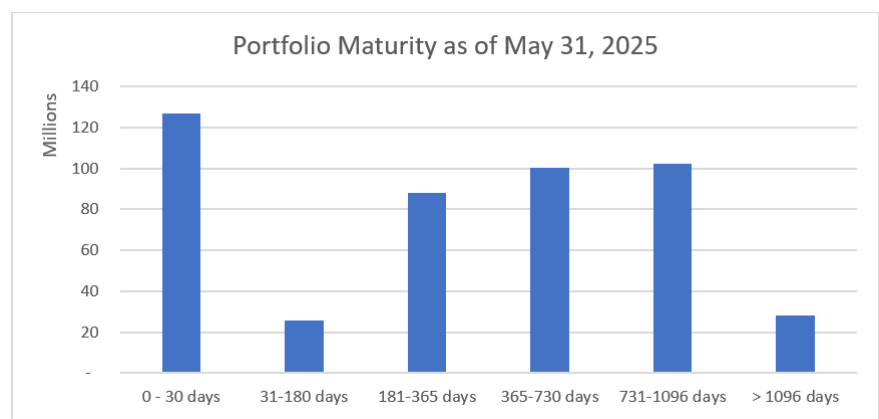


City of Oxnard Portfolio Summary Statistics Sorted by Fund May 31, 2025

City of Oxn

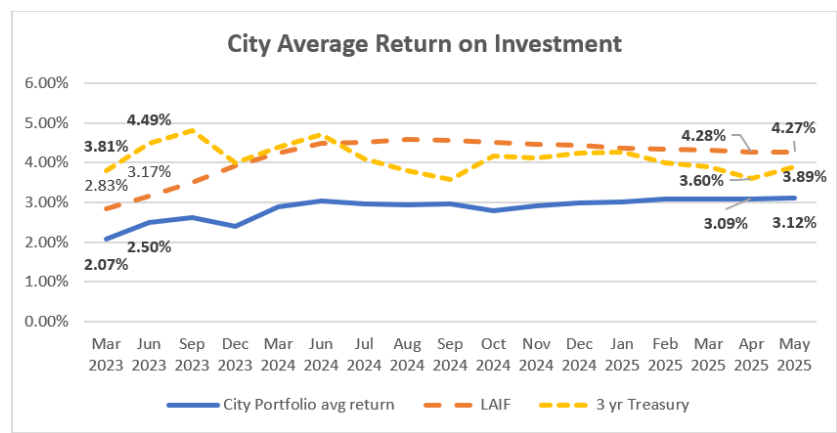
Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	51,727,582.70	51,727,582.70	51,727,582.70	10.86	0.000	1	0	4.510	4.510	388,424.11	0.00
Federal Agency Coupon	311,330,000.00	311,020,431.65	306,438,616.57	65.31	98.417	662	130	2.721	2.711	1,940,309.85	-4,581,815.08
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	15.75	0.000	1	0	4.272	4.272	510,800.96	0.00
Medium Term Notes	28,510,000.00	28,514,711.52	27,846,827.34	5.99	97.674	332	49	1.593	1.593	98,442.68	-667,884.18
Treasury Coupon Securities	7,500,000.00	7,492,703.09	7,505,145.00	1.57	100.068	390	0	4.156	4.156	31,578.91	12,441.91
Treasury Discounts -Amortizing	2,500,000.00	2,467,796.04	2,464,455.00	0.52	98.578	123	0	3.935	3.935	0.00	-3,341.04
Report Totals:	476,567,582.70	476,223,225.00	470,982,626.61	100 %	72.209	459	124	3.121	3.114	2,969,556.51	-5,240,598.39

The chart below represents the City’s investment portfolio classified by days until maturities from May 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 May was 3.12%. LAIF average monthly effective yields for the same period was 4.27%. 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 next chart 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 Ending May 31, 2025

2. Presentation May 2025 Investment Report

Investment report for the month Ended in May 31, 2025
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City of Oxnard

All Investment transactions have been executed 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

06/17/2025

Date

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

Cash and Investment Position	May 2025
Cash	
Bank of America General Account	\$ 42,355,817.84
Bank of America Successor Agency Account	6,320,245.57
Bank of America Citations Account	582,387.53
Bank of America Golf Course Account	-
Total Cash	49,258,450.94
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,727,582.70
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	27,846,827.34
U.S. Treasury Notes *	9,969,600.00
U.S. Government Sponsored Entities *	306,438,616.57
Total Investments	470,982,626.61
Total Cash and Investments	\$ 520,241,077.55
* Market Value	

Investment Portfolio Detail
Fiscal Year 2024 - 2025
May 1 - May 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		51,727,582.70	51,727,582.70	51,727,582.70	4.51	1	4.51	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	973,076.00	1,000,000.00	0.61	274	0.61	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,087,442.22	9,994,136.90	4.25	939	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	9,971,850.00	10,000,000.00	4.63	942	4.63	12/30/2027
3133ERT27	Federal Farm Credit Bank	1/16/2025	10,000,000.00	10,023,431.67	10,000,393.06	4.67	956	4.684	1/13/2028
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,017,503.89	4,998,598.99	4.34	935	4.468	12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	4,994,435.00	5,000,000.00	4.6	1,458	4.6	5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	961,289.00	1,000,000.00	1.14	506	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	961,356.00	1,000,000.00	1.7	606	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	965,981.00	1,000,000.00	2	626	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	965,981.00	1,000,000.00	2	626	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	966,455.00	1,000,000.00	2.05	634	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	965,643.00	1,000,000.00	2	634	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	966,823.00	1,000,000.00	2.03	634	2.03	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	973,541.00	1,000,000.00	2.5	634	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,938,916.00	2,000,000.00	2.25	641	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	968,645.00	1,000,000.00	2.2	641	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	968,645.00	1,000,000.00	2.2	641	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,259,238.50	1,298,628.50	2.2	641	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,617,536.60	2,699,050.50	2.25	641	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	992,145.00	1,000,000.00	3.25	647	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	980,361.00	1,000,000.00	3	662	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	980,361.00	1,000,000.00	3	662	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,592,405.40	2,600,000.00	3.4	100	3.401	9/9/2025
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,351.00	1,000,000.00	4	724	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,351.00	1,000,000.00	4	724	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,351.00	1,000,000.00	4	724	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,986,964.00	2,000,000.00	4	722	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,986,964.00	2,000,000.00	4	722	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	993,216.00	999,896.11	4	758	4.006	6/29/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,999,198.00	2,000,000.00	4.1	43	4.1	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	994,528.00	1,000,000.00	4.1	781	4.1	7/22/2027
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	997,773.00	1,000,000.00	4.5	785	4.5	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	997,347.00	1,000,000.00	4.375	787	4.375	7/28/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	999,256.00	1,000,000.00	5	1,355	5	2/15/2029
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,484,170.00	2,500,000.00	4.05	845	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,943,748.00	6,989,275.27	4.5	1,591	4.539	10/9/2029

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

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,749,814.75	5,754,523.72	4.7	901	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,763,120.00	9,732,012.84	2.25	513	4.25	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,998,957.78	10,005,977.41	4.625	935	4.643	12/23/2027
3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,001,667.78	5,003,778.71	4.4	1,086	4.403	5/22/2028
3130B6J98	Federal Home Loan Bank	5/28/2025	5,000,000.00	5,000,465.00	5,001,579.34	4.5	1,083	4.511	5/19/2028
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	4,996,290.00	5,000,000.00	4.52	1,458	4.52	5/29/2029
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,955,428.00	2,000,000.00	0.5	212	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,951,544.00	2,000,000.00	0.525	228	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,924,795.00	5,000,000.00	0.5	141	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	984,959.00	1,000,000.00	0.5	141	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,881,755.00	5,000,000.00	0.625	235	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,875,895.00	4,999,673.61	0.5	239	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	975,560.00	1,000,000.00	0.56	239	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,885,420.00	5,000,000.00	0.75	240	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,885,420.00	5,000,000.00	0.75	240	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,952,846.00	2,000,026.33	0.7	241	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,952,794.00	2,000,000.00	0.65	241	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,882,115.00	5,000,000.00	0.7	241	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,464,417.00	1,500,000.00	0.6	241	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,951,074.00	2,000,000.00	0.6	242	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	975,023.00	1,000,000.00	0.52	242	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	983,865.00	1,000,000.00	0.47	150	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	977,037.00	1,000,000.00	0.75	253	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	977,037.00	1,000,000.00	0.75	253	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,948,360.00	2,000,000.00	0.54	253	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,954,074.00	2,000,000.00	0.75	253	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	974,540.00	1,000,000.00	0.55	256	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,948,750.00	1,999,269.44	0.625	268	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	973,325.00	999,883.11	0.6	268	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,866,625.00	4,999,415.56	0.6	268	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,919,975.00	3,000,000.00	0.6	268	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	973,325.00	999,926.94	0.6	268	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	973,325.00	999,926.94	0.6	268	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	972,744.00	1,000,000.00	0.68	268	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	974,375.00	999,926.94	0.625	268	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	973,525.00	1,000,000.00	0.8	282	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	972,802.00	1,000,000.00	0.8	288	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	972,802.00	1,000,000.00	0.8	288	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	972,719.00	1,000,000.00	0.8	289	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	950,050.73	975,000.00	1	295	1	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	972,811.00	1,000,000.00	0.875	295	0.875	3/23/2026

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

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,957,182.00	2,000,000.00	1.5	296	0.871	3/24/2026
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	972,935.00	1,000,000.00	1.125	332	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	973,234.00	1,000,000.00	1.25	332	1.1	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	969,512.00	1,000,000.00	1.05	359	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	972,432.00	1,000,000.00	1.2	360	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,247,870.00	1,249,940.10	4	345	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,836,980.00	5,000,000.00	1	380	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,835,755.00	5,000,000.00	1.03	387	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,902,497.00	3,000,000.00	1.125	409	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	962,238.00	1,000,000.00	1.08	471	1.08	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	959,950.00	1,000,000.00	1.1	499	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	959,950.00	1,000,000.00	1.1	499	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,197.00	1,000,000.00	1.05	501	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,197.00	1,000,000.00	1.05	501	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,197.00	1,000,000.00	1.05	501	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,065.00	999,917.67	1.04	501	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,197.00	1,000,000.00	1.05	501	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	959,065.00	1,000,000.00	1.04	501	1.04	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,878,191.00	3,000,000.00	1.1	507	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	959,991.00	1,000,000.00	1.15	508	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,919,982.00	2,000,000.00	1.15	508	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,920,738.00	2,000,000.00	1.2	512	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	960,192.00	1,000,000.00	1.18	512	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,920,738.00	1,999,719.44	1.2	512	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	961,044.00	1,000,000.00	1.25	512	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,922,088.00	2,000,000.00	1.25	512	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	961,044.00	1,000,000.00	1.25	512	1.25	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	973,664.00	1,000,000.00	1.5	514	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,919,904.00	2,000,000.00	1.18	514	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	960,900.00	1,000,000.00	1.25	514	1.25	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	960,119.00	1,000,000.00	1.25	527	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	960,119.00	999,279.17	1.25	527	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	960,119.00	1,000,000.00	1.25	527	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	962,045.00	1,000,000.00	1.375	533	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	962,045.00	1,000,000.00	1.375	533	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	961,587.00	1,000,000.00	1.4	533	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	961,094.00	1,000,000.00	1.375	535	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	962,582.00	1,000,000.00	1.5	540	1.5	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	970,022.00	1,000,000.00	2	570	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,202,813.75	1,250,000.00	1.625	577	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	984,044.00	1,000,000.00	3.25	681	3.25	4/13/2027

Investment Portfolio Detail
Fiscal Year 2024 - 2025
May 1 - May 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	993,882.00	1,000,000.00	4	715	4	5/17/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	996,003.00	1,000,000.00	4	725	4	5/27/2027
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	997,528.00	1,000,000.00	4.25	771	4.25	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	999,338.00	1,000,000.00	4	50	4	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	999,338.00	1,000,000.00	4	50	4	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	995,304.00	1,000,000.00	4.25	787	4.25	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	995,137.00	1,000,000.00	4.25	815	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,469,782.50	2,472,864.00	0.375	114	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,690.00	5,000,000.00	4.7	908	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,690.00	5,000,000.00	4.7	908	4.7	11/26/2027
3134HA3T8	Federal Home Loan Mtg Corp	1/17/2025	10,000,000.00	9,996,760.00	9,997,811.05	4.55	957	4.559	1/14/2028
3134HBBV2	Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	9,968,790.00	10,000,000.00	4.47	999	4.47	2/25/2028
3134HBBU4	Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	9,965,580.00	10,000,000.00	4.64	1,367	4.64	2/27/2029
3134GXXJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,953,570.00	2,000,000.00	0.55	235	0.55	1/22/2026

Local Agency Investment Funds

LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.272	1	4.272	
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Medium Term Notes

037833DX5	Apple Inc.	1/26/2021	1,000,000.00	990,788.00	1,000,027.39	0.55	80	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	975,650.00	999,993.14	0.7	252	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,983,536.00	3,000,000.00	2	78	2	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,993,932.00	2,000,000.00	4.05	360	4.05	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	1,002,175.00	1,000,000.00	5	751	5	6/22/2027
06051GF53	Bank of America	1/8/2021	1,000,000.00	998,821.00	1,005,016.19	3.875	61	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	975,903.00	1,000,000.00	0.8	268	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	972,286.00	1,000,000.00	1.4	347	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,944,572.00	2,000,000.00	1.4	347	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,944,572.00	2,000,000.00	1.4	347	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	965,787.00	999,674.80	1.2	389	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	962,671.00	1,000,000.00	1.2	424	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	958,964.00	1,000,000.00	1.25	480	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	958,964.00	1,000,000.00	1.25	480	1.25	9/24/2026
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	964,508.00	1,000,000.00	1.4	415	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	963,486.00	1,000,000.00	1.35	442	1.35	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,932,902.00	3,000,000.00	0.7	228	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	985,374.00	1,000,000.00	4.2	803	4.2	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	949,289.00	1,000,000.00	1.2	453	1.2	8/28/2026

Investment Portfolio Detail
Fiscal Year 2024 - 2025
May 1 - May 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	949,289.00	1,000,000.00	1.2	453	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,473,358.34	1,510,000.00	0.95	228	0.95	1/15/2026
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,499,285.00	2,503,030.24	4.25	136	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,005,860.00	4,989,672.85	4.125	517	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,464,455.00	2,467,796.04	3.77	123	3.935	10/2/2025
TOTAL			476,567,582.70	470,982,626.61	476,223,225.00				

Investment activities for the month of May 2025

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	5/28/2025	Purchase	3130B6J98	Federal Home Loan Bank		5,000,000.00	4.500	5/19/2028
	5/29/2025	Purchase	3130B6EY8	Federal Home Loan Bank		5,000,000.00	4.400	5/22/2028
	5/29/2025	Purchase	3130B6HM1	Federal Home Loan Bank		5,000,000.00	4.520	5/29/2029
	5/29/2025	Purchase	3133ETJH1	Federal Farm Credit Bank		5,000,000.00	4.600	5/29/2029

Total Purchases	\$ 20,000,000.00
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Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	5/23/2025	Maturity	3134GXsz8	Federal Home Loan Bank		2,000,000.00	3.400	5/23/2025
	5/23/2025	Maturity	3134CXTD6	Federal Home Loan Bank		2,000,000.00	3.500	5/23/2025
	5/27/2025	Call	3130ARZE4	Federal Home Loan Bank		2,000,000.00	4.700	5/25/2027
	5/27/2025	Call	3134GXUF9	Federal Home Loan Bank		5,000,000.00	4.750	5/26/2027
	5/29/2025	Call	3130B1LW5	Federal Home Loan Bank		2,000,000.00	5.250	5/29/2026

Total Maturities, Calls & Sales	\$ 13,000,000.00
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City of Oxnard Monthly Investment Report as of May 31, 2025 July 1, 2025

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

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

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

Cash and Investment Position	May 2025
Cash	
Bank of America General Account	\$ 42,355,817.84
Bank of America Successor Agency Account	6,320,245.57
Bank of America Citations Account	582,387.53
Bank of America Golf Course Account	-
Total Cash	49,258,450.94
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,727,582.70
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	27,846,827.34
U.S. Treasury Notes *	9,969,600.00
U.S. Government Sponsored Entities *	306,438,616.57
Total Investments	470,982,626.61
Total Cash and Investments	<u>\$ 520,241,077.55</u>
* Market Value	

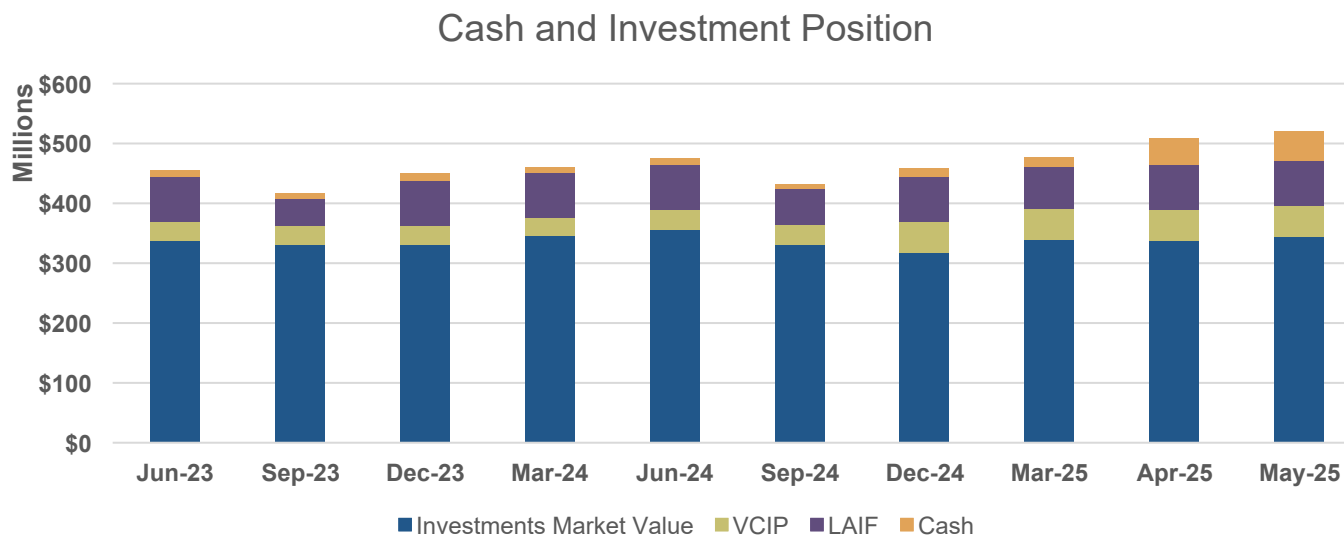
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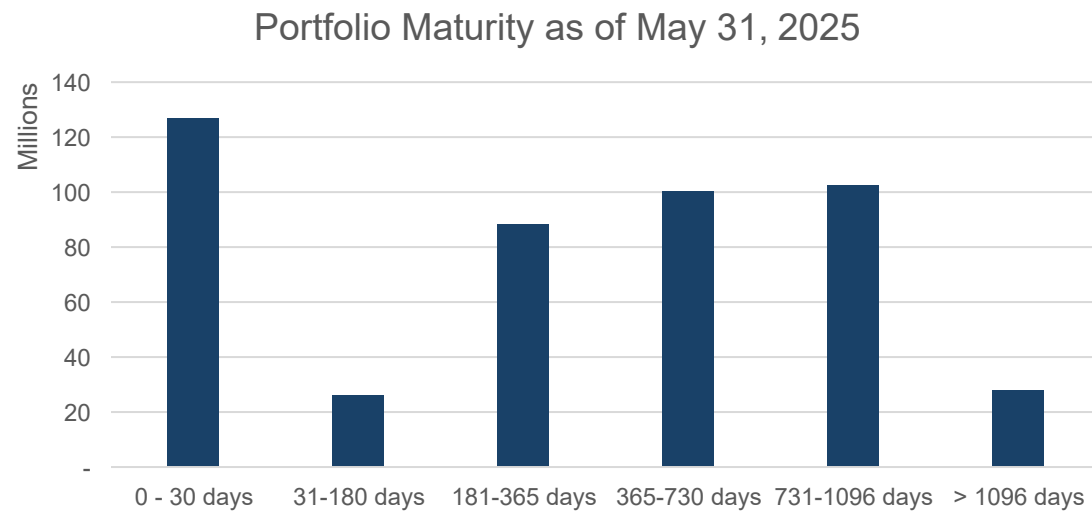
Investment Compliance

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	\$75.00	\$ -	\$ -	\$75.0	4.27%	15.92%
VCIP	n/a	51.7	-	-	51.7	4.28%	10.98%
Federal Agencies	n/a	90.8	187.7	27.9	306.4	2.66%	65.06%
Medium Term Notes	30%	18.2	9.7	-	27.8	1.59%	5.91%
Treasuries	n/a	5.0	5.0	-	10.0	4.10%	2.12%
Total Investment		\$240.7	\$202.4	\$27.9	\$471.0	3.12%	100%

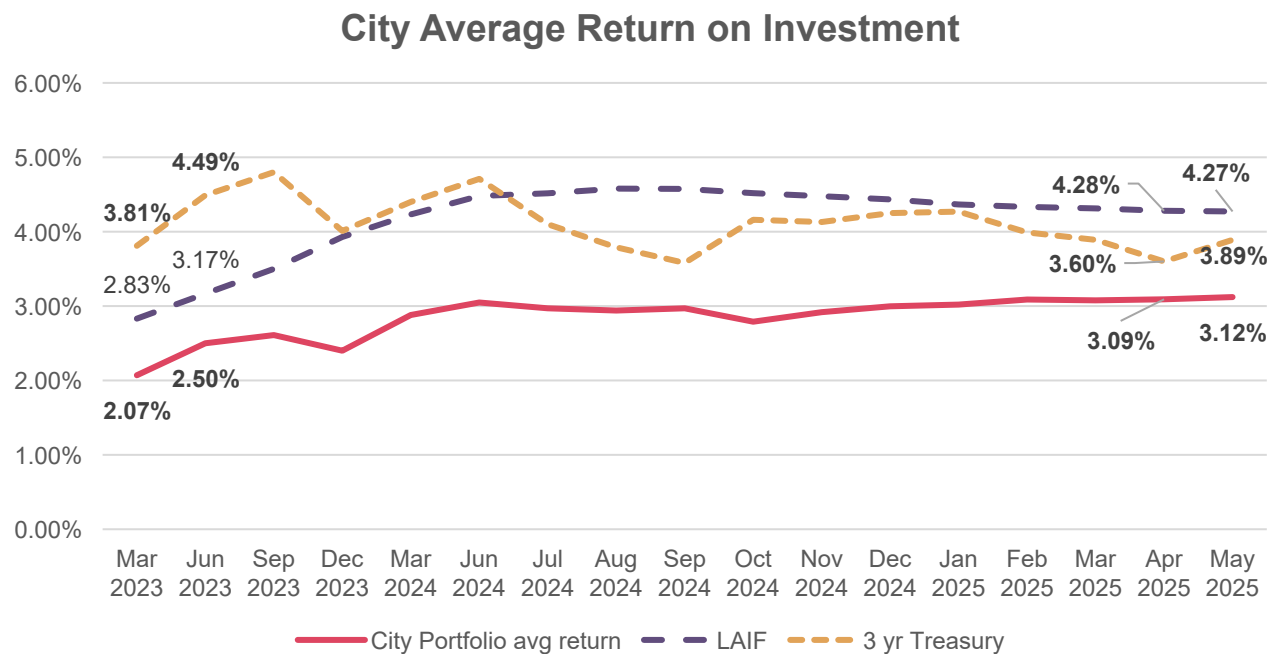
*Total may not add due to rounding

Cash and Investment Trend





Investment Return Trend



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



Questions / Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: July 1, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32600042 with Toro Enterprises, Inc. for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd. and Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$10,398,673.15 in Project funds for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$8,665,561.15 for the Project and approve a Project contingency amount of \$866,556 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$9,532,117.15 for the Project;
3. A Project allocation amount of \$866,556 (~10%) for engineering, inspection, survey and project management for the Project; and
4. Approve project budget appropriations of \$1,200,000 for the Neighborhood Street Resurfacing Project (C2209), consisting of a budget transfer of \$1,000,000 within the Community Development Block Grant (CDBG) Fund (201), \$100,000 from the available fund balance in the Water Operating Fund (601), and \$100,000 from the available fund balance in the Wastewater Operating Fund (611) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

(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/94y93_YKVbQ

BACKGROUND

The Neighborhood Street Resurfacing – La Colonia Phase III Project is part of the ongoing Capital Improvement Program (CIP), with the goal of addressing Oxnard's residential road paving needs. It is consistent with the five-phased plan of the Oxnard Citywide Pavement Management Program (PMP) that the City Council reviewed on April 2, 2024. This present project includes selected streets, remaining after prior Phase I and Phase II street paving projects, in the La Colonia neighborhood. The existing pavement condition is such that the majority of streets within these areas have reached the point in their life cycles such that corrective work is required. The mill-and-overlay asphalt paving method will be used for this work, while pavement preservation methods, generally in the form of micro-surfacing, will be applied to the road segments that are not as deteriorated.

The Project scope consists of the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM); micro-surfacing; asphalt rubber aggregate membrane (ARAM), and crack fill; excavation

and reconstruction of asphalt pavement failed areas; reconstruction of existing Americans with Disabilities Act (ADA) curb ramps and sidewalks including new ADA compliant bulb outs; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; installation of new storm drain pipe and catch basins; high visibility crosswalks with flashing beacon; fence relocations; and traffic striping.

The work is tentatively scheduled to begin in Summer 2025 and continue into Fall 2025 (100 working days), absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with District 3 Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

As part of the preparations for the project, City staff identified fences on 27 properties within the project area that were encroaching into the City's right-of-way and obstructing the construction of wider school-route oriented sidewalks and associated ADA corner ramp improvements. The City is legally unable to proceed with repaving streets without performing the necessary adjacent ADA improvements to the curb ramps. To facilitate timely progress and avoid placing an undue financial burden on property owners, the City made the decision to relocate the fences at its own expense as part of the overall project scope, which is consistent with similar private fence relocation work done in the La Colonia area for past paving projects (Phases I and II). The relocated fences will remain within the City's rights-of-way as the design engineer has balanced the City's need to ensure proper sidewalk width for pedestrian use with minimizing impacts to the property owners.

During the early stages of project design, a survey was conducted by the City's licensed contracted survey consultant, which confirmed the encroachments into the City's rights-of-way at the 27 properties. In response, City staff initiated outreach to the affected property owners. An initial informational letter was sent in September 2024, explaining the situation and outlining the City's plan. A second letter was distributed in October 2024, a third letter was sent in November 2024 to those who had not yet responded, and a final notice in February 2025. Despite these efforts, three property owners disagree with City staff as to the location of their fences relative to City rights-of-way. To address these concerns and to verify the accuracy of the City's survey work, the City retained a consultant to obtain title reports and litigation insurance for the four remaining properties (two properties owned by one person). With this additional information, City staff have confirmed the accuracy of the locations of the private properties and the extent of the public right-of-way boundaries. To date, City staff continues to work with the owners of these properties to provide information that clearly demonstrates the encroachment of their fences into the public right-of-way.

Capital Improvement Program (CIP) Reference:

Project No.C2209– Neighborhood Street Resurfacing – CIP 2025-2029 – Adopted June 4, 2024 Page 114.

Project No.C2211– Ramona Preschool Pedestrian Crossing Enhancements – CIP 2025-2029 – Adopted June 4, 2024 – Page 118.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on April 3, 2025 in the local newspaper (Vida). Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to 33 contractors who have registered with the City to be notified of bids that match their licensing classification. All bids were opened on May 6, 2025 and the City received a single bid:

Toro Enterprises, Inc.: \$8,665,561.15

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

Because only one contractor responded, staff reviewed recent bids from nearby public agencies and found that key unit prices in Toro's bid were about 10% higher than what others were receiving in the present bidding environment. Some manufactured cast iron items came in over 10%, likely due to the anticipated but unknown costs resulting from pending import tariffs. It is also notable that there are some technical challenges specific to the La Colonia Phase III project, unlike other neighborhood paving projects, that may have also driven up prices, such as unusually tight roadway geometry in La Colonia, storm drain work that is not typically encountered in street paving projects, and a very large amount of concrete work. City staff also contacted all planholders for the project and inquired as to why they did not submit a bid for the project. The replies indicated a variety of causes, but generally, the main reason was because of the contractor's present workloads and schedules; the current time of year is high construction season for roadway work, and many contractors are booked through the fall. Contractors have to balance their decision to pursue a job, taking the work's dollar value into consideration, putting more effort towards larger jobs that they can bid competitively and keep their crews working longer. Because of these factors, staff expects that rebidding this project would not result in more bidders or better prices; delaying the project would also negatively impact the execution of the planned resurfacing activities for this fiscal year. Thus, staff recommends that the City Council award a contract for this Project to Toro Enterprises, Inc.

In addition to the project award amount of \$8,665,561.15, Staff recommends authorizing \$1,733,112 for the project, which includes \$866,556 for project contingency (10% of the contract cost) and \$866,556 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$10,398,673.15.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$10,398,673.15, which includes the construction agreement, contingency, and engineering services. This project will be funded from various funds within several projects. The Neighborhood Street Resurfacing Project (C2209), of which La Colonia is the next phase to be constructed, has a total current available project budget balance of approximately \$14.9 million from various funding sources. The following will be included:

The Ramona Elementary School Pedestrian Crossing Enhancements Project (C2211) has an available project budget balance of \$580k from various funding sources and will be used for sidewalk, curb and gutter, catch basin installation, rapid flashing beacon installation, sign installation and striping around Ramona Elementary School as part of the project.

Pedestrian Improvements Project (C1602) has an available project budget balance of \$61k from Transportation Development Act funds to be used for this project.

Approval of the recommended actions will add \$1,000,000 to the Neighborhood Street Resurfacing Project (C2209) from the Community Development Block Grant (CDBG) Fund (Fund 201) from the United States Department of Housing and Urban Development (HUD) Agreement No. B-24-MC-06-0534, and corresponding Capital Outlay Fund (301) appropriations in the same amount.

Approval of the recommended actions will add \$100,000 from the available fund balance in the Water Operating Fund (601) and \$100,000 from the available fund balance in the Wastewater Operating Fund (611), and corresponding Capital Outlay Fund (301) appropriations in the same amount. The additional water and wastewater expenses associated with the project are primarily attributed to essential improvements to the water and sewer infrastructure. This work includes the relocation of water meter boxes and the adjustment of water valves, meter boxes, and sewer manholes to match the finished grade. In addition, the installation of new storm drain pipes, catch basins, manholes, and sidewalk drains has further contributed to increased project costs. These activities require specialized labor, equipment, and coordination with utility providers, all of which add to the overall complexity, duration, and budget of the project.

The total available project balance for the Neighborhood Street Resurfacing Project (C2209) from all funding sources is

approximately \$16.75 million, following all new budget appropriations. Of this available budget, \$10.4 million will be budgeted towards the La Colonia Phase III portion of the project and the remaining balance to be used for the next phase of the neighborhood 5-Phase street paving locations.

This project will have no new cost impacts on the Streets Maintenance Division operating budget. Once completed, the project is expected to reduce the number of pothole repairs in these areas, allowing the Streets Maintenance Division to address pothole repairs and deferred maintenance items in other areas.

Project	Fund Number	Fund Name	Total CURRENT Available Project Budget	Total New Appropriations	Total NEW Available Project Budget
Neighborhood Street Resurfacing (C2209)	101	General Fund	\$1,675,500	\$0	\$1,675,500
	104	Measure O Fund	\$7,805,000	\$0	\$7,805,000
	105	Street Maintenance (IUF) Fund	\$619,000	\$0	\$619,000
	185	Road Maint & Rehab Act Fund (RMRA)	\$3,841,000	\$0	\$3,841,000
	201	Community Development Block Grant Fund (CDBG)	\$0	\$1,000,000	\$1,000,000
	230	State Transportation Congestion Relief Fund	\$769,637	\$0	\$769,637
	601	Water Operating Fund	\$100,000	\$100,000	\$200,000
	611	Wastewater Operating Fund	\$100,000	\$100,000	\$200,000
Total Available Project Budget (C2209)			\$14,910,137	\$1,200,000	\$16,110,137
Ramona Preschool Pedestrian Crossing Enhancements (C2211)	101	General Fund	\$385,218	\$0	\$385,218
	200	Federal Grants Fund	\$195,571	\$0	\$195,571
Total Available Project Budget (C2211)			\$580,789	\$0	\$580,789
Pedestrian Improvements Various Locations Project (C1602)	212, subfund 9030	Transportation Development Act (TDA)	\$24,326	\$0	\$24,326
	182	Traffic Safety	\$36,803	\$0	\$36,803
Total Available Project Budget (C1602)			\$61,129	\$0	\$61,129
Total Available Project Budget			\$15,552,055	\$1,200,000	\$16,752,055

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600042_PW 24-30_Toro Enterprises
2. Presentation

CONSTRUCTION CONTRACT FOR

NEIGHBORHOOD STREET RESURFACING – LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK IMPROVEMENT PROJECT, AND RAMONA ELEMENTARY SCHOOL PEDESTRIAN CROSSING ENHANCEMENTS PROJECT, SPECIFICATION NO. PW 24-30

BY AND BETWEEN THE CITY OF OXNARD AND TORO ENTERPRISES, INC.

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and TORO ENTERPRISES, INC. (“Contractor”). Contractor’s license number is 710580. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the Neighborhood Street Resurfacing – La Colonia Phase III Project, Colonia Rd And Juanita Ave Sidewalk Improvement Project, And Ramona Elementary School Pedestrian Crossing Enhancements Project, as more fully described in the bid package issued by the City for Specification No. PW 24-30 (the “Project”); and

WHEREAS, on April 3, 2025 the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

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

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

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

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

- (1) Contract and its attached Exhibits, subject to the limitations in Sections 10 and 24 with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
- (2) Change Orders issued and approved by the City;
- (3) Regulatory Permits from other agencies specified in Appendix D of the bid package or as may otherwise be required by law;
- (4) Bid Addenda issued by the City;
- (5) Notice Inviting Bids and Instructions to Bidders;
- (6) Plans
- (6) Special Provisions
- (7) General Provisions
- (8) City Standard Plans, Including Appendices A, B, C and E
- (9) SSP
- (10) Green Book
- (11) Reference Specifications
- (12) Bid Forms and attachment thereto;
- (13) Performance Bond;
- (14) Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly

store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor EIGHT MILLION, SIX HUNDRED SIXTY-FIVE THOUSAND, FIVE HUNDRED SIXTY-ONE DOLLARS AND FIFTEEN CENTS, (\$8,665,561.15) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred (100) Working Days, after the issuance of

the City's Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.
- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
 - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 - 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
 - 1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.

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

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the

amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
 1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

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

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
 1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

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

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

- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

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

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

the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 - 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 - 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15. A FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development (HUD), pursuant to HUD No. B-24-MC-06-0534 and Agreement No. 9944-24-HO, and further acknowledges and agrees to the provisions in the "Contract Addendum" attached to this Contract as Exhibit "E" and incorporated by reference as if fully set forth herein. The "Federal Grant Master Agreement" is attached to the Contract as Exhibit "F-1" and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, CDBG and HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the CDBG and HUD Administrator or their authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that CDBG and HUD financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and Federal Grant policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. B STATE GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with State of California grant funds, including State Highway Safety Improvement Program (HSIP) Caltrans Grant #HSIPL-5129(101) And State Transportation Development Act Article 3 (TDA between the City and State of California Department of Transportation acting through Caltrans, (herein referenced as the "State Grant Master Agreement"). The Contractor agrees to provide the City of Oxnard, HSIP and TDA Administrator, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide the HSIP and TDA Administrator or their authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. The State Grant Master Agreement is included in Section E of the Bid Package for the Project and is attached to this Contract as "Exhibit F-2" and incorporated by reference as if fully set forth herein. Contractor and subcontractors have read and agree to comply with the provisions of said State Grant Master Agreement, all of which are incorporated into this Contract by reference as if set forth fully herein including but not limited to:

- A. FINANCIAL PROVISIONS;
- B. AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS;
- C. FAIR EMPLOYMENT PRACTICES ADDENDUM (in which Exhibit the phrase "Contractor" shall be inserted in the place of the phrase "ADMINISTERING AGENCY");
- D. SEAL, LOGO AND FLAGS. The Contractor shall not use the seals(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific State agency pre-approval;
- E. COMPLIANCE WITH STATE LAW REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that HSIP and TDA financial assistance will be used

to fund all or a portion of the Contract. The Contractor will comply with all applicable State laws, regulations, executive orders, and State Grant policies, procedures, and directives;

- F. NO OBLIGATION BY STATE GOVERNMENT. The State Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-State agency entity, contractor, or any other party pertaining to any matter resulting from the Contract.

The State Grant Master Agreement requires Contractor and its Subcontractors to comply with all applicable State laws prohibiting discrimination, including without limitation, the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.) and the regulations promulgated thereunder (2 California Code of Regulations § 11000 et seq.).

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor

- shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in the Federal and State Grant Master Agreements referenced in Section 15a and 15b of this Contract and attached hereto as Exhibits F-1 and F-2, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract

Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY: City of Oxnard
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Project Manager (PW 24-30)

TO CONTRACTOR: Toro Enterprises, Inc.
2101 E Ventura Bl
Oxnard, CA 93036
Attn: Sean Castillo

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

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

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD

TORO ENTERPRISES, INC.

☒ Luis Mc Arthur, Mayor¹ Date
☐ Purchasing Agent

Sean Castillo, President ² Date

Jerry Hannigan, Secretary Date

ATTEST:

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

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. The Purchasing Agent may execute any agreement up to \$220,000.
² The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A: Contractors Bid Proposal.**
- Exhibit B: Form INS-G: Insurance Requirements.**
- Exhibit C: Iran Contracting Act Certification Form.**
- Exhibit D: Small/Minority/Women Owned Business Enterprises Forms.**
- Exhibit E: Federal Grant Contract Addendum**
- Exhibit F-1: Federal Grant Master Agreement**
- Exhibit F-2: State Grant Master Agreement**
- Exhibit G: Grant of Non-Exclusive Right of Entry Agreement**
- Exhibit H: Davis-Bacon Wage Determination**
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A

CONTRACTOR'S BID PROPOSAL

BID SCHEDULE

**NEIGHBORHOOD STREET RESURFACING –
LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK
IMPROVEMENT PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN
CROSSING ENHANCEMENTS PROJECT
SPECIFICATION NO. PW 24-30**

Bidder's Company Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	400,000.-	400,000.-
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	925,000.-	925,000.-
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	60,000.-	60,000.-
4.	Clearing And Grubbing	1103-3	LS	LUMP SUM	49,000.-	49,000.-
5.	Cold Mill AC Pavement (2" Max.)	1110-3	SQYD	55,460	4.30	238,478.-
6.	Unclassified Excavation	1120-4	CY	1,200	184.-	220,800.-
7.	Class 2 Aggregate Base	1130-4	TON	360	165.-	59,400.-
8.	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	510	231.-	117,810.-
9.	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	1,639	181.-	296,659.-
10.	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	122	385.-	46,970.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
11.	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1150-10	TON	8,442	188.-	1,587,096.-
12.	Crack Seal	1155-4	LB	5,124	4.60	23,570.40
13.	Micro-Surfacing (Type II)	1163-7	TON	279	680.-	189,720.-
14.	Shoulder Backing	1170-4	TON	12	275.-	3,300.-
15.	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	39,795	14.-	557,130.-
16.	Grind PCC Sidewalk	1174-6	SQFT	250	40.-	10,000.-
17.	Remove And Replace PCC Residential Driveway, 8" Thick	1174-6	SQFT	4,190	40.-	167,600.-
18.	Remove And Replace PCC Alley Driveway, 8" Thick	1174-6	SQFT	1,633	45.-	73,485.-
19.	Remove And Replace PCC Commercial Driveway, 8" Thick	1174-6	SQFT	2,543	45.-	114,435.-
20.	Remove And Replace PCC Cross Gutter And Spandrel	1174-6	SQFT	8,037	45.-	361,665.-
21.	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	6,800	120.-	816,000.-
22.	Install Or Remove And Replace PCC Curb (Type A1-6)	1174-6	LF	1,103	101.-	111,403.-
23.	Remove And Replace PCC Rolled Curb & Gutter	1174-6	LF	138	175.-	24,150.-
24.	Install 24" Root Barrier Panel	1174-6	LF	627	76.-	47,652.-
25.	Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick	1174-6	SQFT	16,100	32.-	515,200.-
26.	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	159	2,000.-	318,000.-
27.	Adjust Manhole Frame And Cover To Finished Grade	1185-4	EA	81	2,100.-	170,100.-
28.	Adjust Survey Monument Frame & Cover To Finished Grade	1185-4	EA	28	2,350.-	65,800.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
29.	Adjust Catch Basin 3'X2' Grate To Finished Grade	1185-4	EA	1	3,325.-	3,325.-
30.	Adjust Water Meter Box Frame And Cover To Finished Grade	1187-4	EA	9	815.-	7,335.-
31.	Relocate Water Meter box	1187-4	EA	13	7,500.-	97,500.-
32.	Adjust Traffic Pullbox Frame And Cover To Finished Grade	1187-4	EA	2	1,600.-	3,200.-
33.	Remove And Replace 4' - 6' High Chain Link Fence (Match Exist), Complete-In-Place	1192-5	LF	972	126.-	122,472.-
34.	Remove And Replace 7' - 8' High Chain Link Fence (Match Exist), Complete-In-Place	1192-5	LF	68	130.-	8,840.-
35.	Remove And Replace 4' - 6' High Chain Link Swing Gate (Match Existing), Complete-In-Place	1192-5	LF	45	132.-	5,940.-
36.	Remove And Replace 4' - 6' High Chain Link Roller Gate (Match Existing), Complete-In-Place	1192-5	LF	40	175.-	7,000.-
37.	Relocate 4' - 6' High Chain Link Roller Gate, Complete-In-Place	1192-5	LF	25	175.-	4,375.-
38.	Relocate 3' - 8' High Ornamental Metal Fence and Swing Gate (With New Fittings as Required), Complete-In-Place	1192-5	LF	140	400.-	5,600.- \$56,000 *
39.	Relocate 4' - 6' Vinyl High Fence and Swing Gate	1192-5	LF	45	132.-	5,940.-
40.	Remove And Replace 4' - 6' High Wood Fence, Match Existing	1192-5	LF	40	132.-	5,280.-
41.	Install 4' AC Dike Per Plan	1192-5	LF	120	43.-	5,160.-
42.	Remove And Replace Mailbox & Post (Match Existing)	1192-5	EA	2	1,500.-	3,000.-
43.	Relocate Newspaper Box	1192-5	EA	2	950.-	1,900.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
44.	Furnish And Install 4" Dia. Sch. 40 Steel Tube Removable Bollard H=36, Complete-In-Place	1192-5	EA	3	2,000.-	6,000.-
45.	Install 6" - 8" PVC SDR 26 Sidewalk Drain Pipe & Fittings Including Connections	1302-5	LF	60	203.-	12,180.-
46.	Install 18" HDPE Storm Drain Pipe & Fittings	1302-5	LF	64	695.-	44,480.-
47.	Install Storm Drain Man Hole No. 1 Per City Std. Plate 513 Complete-In-Place	1303-4	EA	1	20,500.-	20,500.-
48.	Install 20-Inch Wide Sidewalk Culvert With Steel Cover Per Detail As Shown On Plan, Complete-In-Place	1303-4	LF	80	670.-	53,600.-
49.	Remove Existing & Install Curb Opening Catch Basin Per City Std. Plate 501, W=7' Max and V=6' Max. With Full Capture Trash Excluder Complete-In-Place	1303-4	EA	2	18,000.-	36,000.-
50.	Remove Existing & Install Curb Opening Catch Basin Per City Std. Plate 501, W=14' Max and V=6' Max. With Full Capture Trash Excluder Complete-In-Place	1303-4	EA	1	29,000.-	29,000.-
51.	Remove Existing & Install Curb Opening Catch Basin Per City Std. Plate 501, W=21' Max and V=6' Max. With Full Capture Trash Excluder Complete-In-Place	1303-4	EA	2	32,000.-	64,000.-
52.	Install 12" X 12" Stainless Steel Grated Catch Basin, Complete-In-Place	1303-4	EA	6	3,800.-	22,800.-
53.	Remove And Replace PCC Local Depression Per City Std. Plate 509	1303-4	SQFT	730	22.-	16,060.-
54.	Remove And Replace Catch Basin Top Slab Per City Std. Plate 506 & 507, Complete-In-Place	1303-4	SQFT	41	310.-	12,710.-
55.	Removal & Abandonment of Existing Catch Basin & 18" RCP Storm Drain	1304-2	LS	1	12,300.-	12,300.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
56.	Install Pavement Markings In Thermoplastic	1515-4	SQFT	22,052	5.65	124,593.80
57.	Install Detail 2 In Thermoplastic	1515-4	LF	499	0.90	449.10
58.	Install Detail 22 In Thermoplastic	1515-4	LF	13,015	2.20	28,633.-
59.	Install Detail 27B In Thermoplastic	1515-4	LF	3,565	1.25	4,456.25
60.	Install Detail 38 In Thermoplastic	1515-4	LF	222	1.85	\$410.70 410.75
61.	Install Detail 39 In Thermoplastic	1515-4	LF	63	1.25	78.75
62.	Install Detail 39A In Thermoplastic	1515-4	LF	63	1.25	78.75
63.	Install 3" Double White Solid Parking Stall Stripe In Thermoplastic	1515-4	LF	420	6.10	2,562.-
64.	Install 3" Single White Or Blue Solid Parking Stall Stripe In Thermoplastic	1515-4	LF	97	5.75	557.75
65.	Install 6" Single White Solid Parking Stall Stripe In Thermoplastic	1515-4	LF	794	6.75	5,359.50
66.	Install Blue ADA Symbol (ISA) Pavement Marking In Thermoplastic	1515-4	EA	2	435.-	870.-
67.	Paint Curb Red (2-Coat)	1515-4	LF	3,863	3.-	11,589.-
68.	Install Blue RPM	1515-4	EA	69	18.35	1,266.15
69.	Install Green Pavement Marking in MMA	1515-4	SQFT	3,500	8.80	30,800.-
70.	Install Type D Loop Detector	1520-23	EA	8	690.-	5,520.-
71.	Install Type E Loop Detector	1520-23	EA	6	690.-	4,140.-
72.	Furnish And Install Dual Sided Rectangular Rapid Flashing Beacon System, Complete-In-Place	1520-25	EA	2	38,600.-	77,200.-
73.	Relocate Dual Sided Rectangular Rapid Flashing Beacon System, Complete-In-Place	1520-25	EA	2	5,800.-	11,600.-

**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
74.	Install Or Remove & Replace Street Name Sign Per City Std Plate 204/205	1530-4	EA	40	256.-	10,240.-
75.	Install Or Remove & Replace Sign Post Per City Std Plate 203/204	1530-4	EA	36	170.-	6,120.-
76.	Remove, Reinstall, Relocate, Or Reset Traffic Or Street Name Sign Post Including All Attachments Per City Std Plate 203/204	1530-4	EA	16	152.-	2,432.-
77.	Remove, Relocate, Or Re-Install Traffic Sign Or Street Name Sign Per City Std Plate 204	1530-4	EA	17	152.-	2,584.-
78.	Install Or Remove And Replace MUTCD Stop Sign R1-1	1530-4	EA	13	175.-	2,275.-
79.	Install Or Remove And Replace MUTCD All Way Sign R1-4	1530-4	EA	6	136.-	816.-
80.	Install Or Remove And Replace MUTCD Fines Higher Sign R2-6	1530-4	EA	2	165.-	330.-
81.	Install Or Remove And Replace MUTCD Van Accessible Sign R7-8b	1530-4	EA	2	147.-	294.-
82.	Install Or Remove And Replace MUTCD Bike Lane Sign R81 (CA)	1530-4	EA	5	147.-	735.-
83.	Install Or Remove And Replace MUTCD Begin Sign R81A (CA)	1530-4	EA	1	124.-	124.-
84.	Install Or Remove And Replace MUTCD Parking Only Sign R99 (CA)	1530-4	EA	2	133.-	266.-
85.	Install Or Remove And Replace MUTCD School Crosswalk Sign SW24-1 (CA)	1530-4	EA	5	236.-	1,180.-
86.	Install Or Remove And Replace MUTCD RR Crossing Sign W10-1	1530-4	EA	1	158.-	158.-
87.	Install Or Remove And Replace MUTCD Crosswalk Sign W11-2	1530-4	EA	4	210.-	840.-
88.	Install Or Remove And Replace MUTCD Diagonal Arrow Sign W16-7	1530-4	EA	4	184.-	736.-

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
89.	Install Or Remove And Replace Street Sweeping Sign R30B (CA) – Modified Per City STD Plate 209	1530-4	EA	12	208.-	2,496.-
90.	Furnish And Install Detectable Warning Surface Tiles	1905-4	SQFT	481	50.-	24,050.-
91.	Furnish And Install Stairway Metal Handrail Type A, Top Rail Type 1 Per 2021 SPPWC Plate 606-5	1907-4	LF	25	400.-	10,000.-
92.	Furnish And Install 2"X6" Headerboard	1908-4	LF	120	20.-	2,400.-
93.	Miscellaneous Work	1192-5	Cost Allowance (Time and Material)			\$50,000
BASE AMOUNT TOTAL: \$8,665,561.15						

* Calculation correction. Bid Item 38 Extended Amount, bidder wrote \$5,600. Total Bid Calculation is correct.

** Calculation correction. Bid Item 60 Extended Amount, bidder wrote \$410.75. Total Bid Calculation is correct.

TOTAL BID PRICE = BASE AMOUNT TOTAL

TOTAL BID PRICE IN DIGITS: \$8,665,561.15

TOTAL BID PRICE IN WORDS: Eight Million Six hundred Sixty Five Thousand Five hundred Sixty one dollars and Fifteen cents.

Bidder's Company Name: TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 5-6-25

EXHIBIT B

FORM INS-G: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				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 46250-4299 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 SAMPLE	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here. ☐ In which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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 46250-4299 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 SAMPLE	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	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, 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, A occurrence form CAD001, 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 46250-4299 US AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			

EXHIBIT C

**CITY OF OXNARD
NEIGHBORHOOD STREET RESURFACING –
LA COLONIA PHASE III PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN CROSSING
ENHANCEMENTS PROJECT
SPECIFICATION NO. PW 24-30**

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
Public Contract Code Sections 2202-2208**

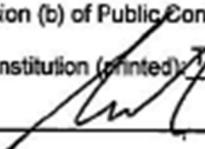
Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): TORO ENTERPRISES, INC. Federal ID Number (or n/a): 77-0396663

By (Authorized Signature): 

SEAN CASTILLO, PRESIDENT

5-6-25
Date Executed

Printed Name & Title of Person Signing:

Executed in the County of VENTURA in the State of CALIFORNIA

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

EXHIBIT D

Small/Minority/Women Owned Business Enterprises Forms and Instructions

City of Oxnard
Minority and Women-Owned Business Report
Contract and Subcontract Activity

Date: _____
Project Period: ____/____/20__ - ____/____/20__
Project Name: _____

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated there under at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.¹

1. Agency/Company/Organization City of Oxnard, Public Works Dept. Engineering Division	2. Agency/Company Address 305 W Third St. East Wing, 3rd Fl Oxnard, CA 93030	3. Phone Number (including Area Code) 805-385-8280
4. Name of Contact Person <i>Sean Castillo</i>	5. Name of Contractor <i>Toro Enterprises, Inc.</i>	6. Contractor Address <i>2101 E. Ventura Blvd. Oxnard, CA 93036</i>
7. Prime Contract Amount: <i>TBD</i>	8. Primary Trade of the Contractor <i>Concrete, Asphalt, Graveling, Excavation Utilities, Traffic Control, Striping</i>	9. Contractor's Employer ID (IRS Tax) Number 77-0396663

Place answer yes or no by marking "✓" or an "X" in the appropriate area.

10. Indicate whether 51% or more of the contractor's company ownership is held by a minority or women.	☒	YES	☐	NO
--	-------------------------------------	-----	--------------------------	----

11. Is your company the prime contractor?	☒	YES	☐	NO
---	-------------------------------------	-----	--------------------------	----

12. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:	Mark a "✓" or an "X" by all that apply.			
☒ Male	☐ White American	☐ Black American	☐ Native American	
☐ Female	☒ Hispanic American	☐ Asian Pacific American	☐ Hasidic Jews	
13. Will you have subcontractors working on the project?	☒	YES	☐	NO

MWBE Questionnaire Key

1. Agency/Company/Organization – Responsible entity managing the project development.
2. Agency/Company Address – Physical address of the responsible entity.
3. Phone Number – Telephone number of the responsible entity.
4. Name of Contact Person – Staff responsible for project development and reporting.
5. Name of Contractor/Subcontractor – Company name in charge of construction.
6. Contractor/Subcontractor Address – Business (physical) address of the contractor.
7. Prime Contract Amount – Bid awarded Amount for the general construction of the project. Subcontractors only need to enter amount provided for their portion of the project.
8. Primary Trade of the Contractor – Contractor's specialty (general, welding, pipefitting, plumbing, electrical and wiring, etc.)
9. Contractor's Employer ID Number – Tax ID number for federal reference.

Minority or Woman-Owned Business Enterprise (MWBE) – Minority or Woman-Owned Business Enterprise is a business in which minority, to include women, own 51 percent or more of a company; or, in the case of a publicly-owned business, one in which minority-group members own at least 51 percent of its voting stock and control management and daily business operations.

ATTACHMENT A – SUBCONTRACTOR MINORITY AND WOMEN BUSINESS ENTERPRISES

1. Agency/Company/Organization	2. Agency/Company Address	3. Phone Number (Including Area Code)
City of Oxnard, Public Works Dept. Engineering Division	305 W Third St, East Wing, 2nd Fl Oxnard, CA 93030	805-385-8280
4. Contact Person (Subcontractor)	5. Name of Subcontractor ¹	6. Subcontractor Address
Jeff Petty	American Asphalt South, Inc.	2990 Myers Street Riverside, CA 92503
7. Subcontract Amount:	8. Primary Trade of the Subcontractor	9. Subcontractor's Employer ID (IRS Tax) Number
\$129,755.65	Laborer's	94-3324781

10. Indicate whether 51% or more of the subcontractor's company ownership is held by a minority or women.	☐	☒ YES	☐ NO
---	--------------------------	---	-----------------------------

11. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:	Mark a "✓" or an "X" by all that apply.
☒ Male	☒ White American
☐ Female	☐ Black American
	☐ Native American
	☐ Hispanic American
	☐ Asian/Pacific American
	☐ Hasidic Jews

ATTACHMENT A – SUBCONTRACTOR MINORITY AND WOMEN BUSINESS ENTERPRISES

1. Agency/Company/Organization	2. Agency/Company Address	3. Phone Number (Including Area Code)
City of Oxnard, Public Works Dept. Engineering Division	305 W Third St, East Wing, 2nd Fl Oxnard, CA 93030	805-385-8280
4. Contact Person (Subcontractor)	5. Name of Subcontractor ¹	6. Subcontractor Address
Van Nguyen, President	California Professional Engineering Inc.	19062 San Jose, La Puente, CA 91748
7. Subcontract Amount:	8. Primary Trade of the Subcontractor	9. Subcontractor's Employer ID (IRS Tax) Number
\$21,386.00	Electrical	95-4837704

10. Indicate whether 51% or more of the subcontractor's company ownership is held by a minority or women.	☐	☒ YES	☐ NO
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11. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:	Mark a "✓" or an "X" by all that apply.
☒ Male	☐ White American
☐ Female	☐ Black American
	☐ Native American
	☐ Hispanic American
	☒ Asian/Pacific American
	☐ Hasidic Jews

ATTACHMENT A – SUBCONTRACTOR MINORITY AND WOMEN BUSINESS ENTERPRISES

1. Agency/Company/Organization City of Oxnard, Public Works Dept. Engineering Division	2. Agency/Company Address 305 W Third St, East Wing, 2nd Fl Oxnard, CA 93030	3. Phone Number (including Area Code) 805-385-8280
4. Contact Person (Subcontractor) Tim Fitzpatrick	5. Name of Subcontractor ³ Pavement Rehab Company	6. Subcontractor Address 2890 E. La Cresta Ave Anaheim, CA 92806
7. Subcontract Amount: 24,496.00	8. Primary Trade of the Subcontractor Crack Seal	9. Subcontractor's Employer ID (IRS Tax) Number 30-1075109

10. Indicate whether 51% or more of the subcontractor's company ownership is held by a minority or women.	YES	☒	NO
---	-----	-------------------------------------	----

11. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:	Mark a "✓" or an "X" by all that apply.
☒ Male ☐ Female	☒ White American ☐ Black American ☐ Native American ☐ Hispanic American ☐ Asian/Pacific American ☐ Hasidic Jews

SECTION 3 TERMS AND CONDITIONS

General Policy Statement

Read and initial each paragraph to verify that the terms of the statements have been reviewed and acknowledged.

h It is the policy of the U.S. Department of Housing and Urban Development (HUD) to require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

h The City of Oxnard ("City") CDBG program implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for city residents.

h The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of residents and other eligible persons and business by city-awarded contractors working on contracts partially or wholly funded with the HUD monies. A contractor's or vendor's potential for success by providing employment and business opportunities to city residents shall be examined and considered prior to acting on any proposed contract award.

h Section 3 requirements are triggered when a covered project creates the need for new employment, contracting or training opportunities. Recipients are not required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

Section 3 Purpose

As a bid applicant on a federally funded project, in part or in whole, General Contractors and/or Primary Bidders, in addition to all Subcontractors must adhere to the Section 3 federal statutes to the greatest extent feasible and acknowledge by initialing each below that attempts will be made to accomplish the following:

h Section 3 of the HUD Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the City of Oxnard CDBG and HOME programs ensure that employment and other economic and business opportunities generated by through (HUD) financial assistance, *to the greatest extent feasible*, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. If awarded, [BUSINESS] will notify low- income residents through marketing efforts such as general news circulars, labor organizations and unions, public housing authorities, and any other methods of outreach efforts specified to low-income persons and businesses.

h Consider and categorize the following types of eligible, low-income new hires for Section 3 purposes: 1) New Employees; 2) Returning laid off workers; 3) Temporary & Seasonal Workers; and 4) Full-Time Workers.

n The existing Procurement Policy also contains goal requirements for soliciting opportunities for contracts to Minority and Women Business Enterprises (M/WBE).

w Section 3 requirements do not apply to materials only contracts, nor does it recommend a specific method of procurement or supersede local or federal procurement policies.

**EXHIBIT E
FEDERAL GRANT CONTRACT ADDENDUM**

**City of Oxnard – Community Development Block Grant (CDBG) from the United States
Department Of Housing And Urban Development (HUD) Agreement #B-24-MC-06-0534,
State Highway Safety Improvement Program (HSIP) Caltrans Grant #HSIPL-5129(101) And
State Transportation Development Act Article 3 (TDA)**

Notice: The contract or purchase order to which this addendum is attached is made using state and federal assistance provided to the City of Oxnard by the United States Department of Housing And Urban Development (HUD) under Community Development Block Grant Funds (CDBG), the State Highway Safety Improvement Program (HSIP) Caltrans Grant, and the State Transportation Development Act Article 3 (TDA).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the Grant Master Agreement; and its implementing regulations.

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

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

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

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

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

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

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

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

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

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

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

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

excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

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

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

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

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

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

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

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

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

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

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

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

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

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

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

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

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

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

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

14. Davis-Bacon Act. (applies to CDBG funded projects over \$2000)

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

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

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

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

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

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

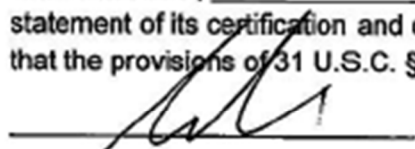
BYRD ANTI-LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Contractor's Authorized Official

SEAN CASTILLO, PRESIDENT

Name and Title of Contractor's Authorized Official

TORO ENTERPRISES, INC.

10/10/2010

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

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

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

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

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

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

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

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

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

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

SEAN CASTILLO

Name

PRESIDENT TORO ENTERPRISES, INC.

Title and Organization Name

Signature

Date

5-6-25

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

NEIGHBORHOOD STREET RESURFACING -
LA COLONIA PHASE 2 PROJECT, COLONIA
RD AND JUANITA AVE SIDEWALK
IMPROVEMENT PROJECT, A SANTIAGO
ELEMENTARY SCHOOL PEDESTRIAN
CROSSING IMPROVEMENT PROJECT
SPECIFICATION NO. PW 24.30

Project Number: _____

Contractor: TORO ENTERPRISES, INC.

Submittal #: _____

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

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

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
Crack Seal	N	N	\$25,000.-	3%
Traffic Loops/Elec.	N	N	\$22,000.-	2.5%
Survey/Monuments	N	N	\$85,000.-	1%
Resurfacing	N	N	\$130,000.-	1.5%
Starry Seal Tracking	N	N	65,000.-	1.6%

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

Agency / Association Chamber/Database Name	Contact Name	Method of Outreach (Fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
Please	See	Attached		

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

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

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

Please See Attached

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

Please See Attached

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

Please See Attached

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

Please See Attached Outreach.

(90 PAGES OF OUTREACH EFFORTS WERE PROVIDED AND ARE ON FILE WITH THE BID PROPOSAL SUBMITTED BY TORO ENTERPRISES, INC.)

**NEIGHBORHOOD STREET RESURFACING –
LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK
IMPROVEMENT PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN
CROSSING ENHANCEMENTS PROJECT**

FEDERAL GRANT MASTER AGREEMENT

CDBG GRANT #B-24-MC-06-0534

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Grant Provisions for CDBG Funded Construction Projects

CDBG/HUD Funding Approval/Agreement B-24-MC-06-0534

Interdepartmental Agreement for Use of CDBG Funds

HUD Form 4010 Federal Labor Standards Provisions

**GRANT PROVISIONS
FOR CDBG OR HOME CONSTRUCTION PROJECTS**

11-1 GRANT

This project is federally funded, in part or whole, by a Community Development Block Grant from HUD. Federal regulations are applicable in addition to local requirements.

11-2 COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED AND SUPPLEMENTED

Contractor must comply with, and ensure all of its Subcontractors are complying with, Executive Order 11246 of September 24, 1965, titled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60).

11-3 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, AS SUPPLEMENTED

Contractor must comply with, and ensure all of its Subcontractors are complying with, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

11-4 COMPLIANCE WITH THE DAVIS-BACON ACT, AS SUPPLEMENTED

Contractor must comply with, and ensure all of its Subcontractors are complying with, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5), Section 46 of HUD- 5370; and Section 3 of the Housing and Community Development Act of 1992 (12 U.S.C. 1701u; 24 CFR part 75).

Both State prevailing wages are required under Labor Code section 1720 *et seq.* and federal prevailing wages are required under the Davis-Bacon Act. Contractor understands and shall ensure that all its subcontractors understand, that in the event of a conflict between the State- and federally-required prevailing wages provision, the higher of the two shall prevail.

11-5 COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SUPPLEMENTED

Contractor must comply with, and ensure all of its Subcontractors are complying with, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor Regulations (29 CFR part 5).

11-6 NOTICE OF CITY'S REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

Pursuant to 24 CFR section 570.507, the City has the following reporting requirements:

- (a) Equal employment opportunity reports. Recipients of entitlement grants or HUD-administered small cities grants shall submit to HUD each year a report (HUD/EEO-4) on recipient employment containing data as of June 30.
- (b) Minority business enterprise reports. Recipients of entitlement grants, HUD-administered small cities grants or Urban Development Action Grants shall submit to HUD, by April 30, a report on contracts and subcontracts activity during the first half of the fiscal year and by October 31 a report on such activity during the second half of

the year.

- (c) Other reports. Recipients may be required to submit such other reports and information as HUD determines are necessary to carry out its responsibilities under the Act or other applicable laws.

11-7 ROYALTIES AND PATENT RIGHTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, shall indemnify the City therefor, and shall save the City harmless from loss on account thereof; except that the City shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Project Manager. Failure to give such notice shall make the Contractor responsible for resultant loss.

11-8 ACCESS FOR AUDIT, EXAMINATION, EXCERPTS AND TRANSCRIPTS; RETENTION OF REQUIRED RECORDS

The General Provisions, which stem from State law, the State, the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to any books, documents, papers, and records of the Contractor and all of its Subcontractors which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall include in all Subcontracts exceeding \$10,000 a provision that is substantially the same as this Section.

Retention of all required records for three (3) years after the City makes final payments and all other pending matters are closed. The periods of access and examination in the paragraph above for records relating to (1) appeals under the disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions. Contractor understands and shall ensure all of its Subcontractors understand, that in the event of a conflict between the requirements in Section 9-4 of the General Provisions and 11-9 of the Grant Provisions, the more onerous of the two shall prevail.

11-9 COMPLIANCE WITH CLEAN AIR ACT, CLEAN WATER ACT, EXECUTIVE ORDER 11738, and ENVIRONMENTAL PROTECTION AGENCY REGULATIONS

In any contracts of amounts in excess of \$100,000, Contractor must comply with, and ensure all of its Subcontractors are complying with, all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). More specifically:

- (a) In this Section, the term "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any Subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation or structure, the entire location or site shall be deemed a Facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the EPA, 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air

Act”), 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, as amended (“Water Act”), 33 U. S. C. 1251, *et seq.*, and Executive Order 11738, the Contractor agrees to –

- (1) Not utilize any Facility in the performance of the Contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of the time that the Facility remains on the list.
- (2) Promptly notify the Project Manager if a Facility the Contractor intends to use in the performance of this Contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and
- (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

11-10 COMPLIANCE WITH ENERGY EFFICIENCY STANDARDS

Contractor must comply with, and ensure all of its Subcontractors are complying with, mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

11-11 SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1992

Pursuant to Section 3 of the Housing and Community Development Act of 1992 (12 U.S.C. 1701u; 24 CFR part 75), in any CDBG grant funded contracts of the amount in excess of \$200,000, the contractor and subcontractors must comply with the Section 3 clause: the recipient is required to the greatest extent possible to create economic opportunities for low- and very low-income persons and eligible businesses. 24 CFR 75 provides guidance for tracking and reporting compliance in order to enhance and streamline the implementation of Section 3.

11-12 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms CDBG-funded contracts in excess of \$10,000 require affirmative steps within this section.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

11-13 THE FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

11-14 THE PRINCIPAL CONTRACTOR

The *prime* or *general contractor* is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor.

11-15 PREVAILING WAGE DECISION "LOCK-IN" DATES

Wage decision "effective" dates. Wage decisions "lock-in" (i.e., become effective) for each covered project based upon bid opening, contract award or start of construction (see 29 CFR Part 1). After "lock-in", the wage decision is "frozen" for the duration of the construction work, i.e., the wage decision for the project is no longer subject to modification. Wage decisions for most LCA projects will "lock-in" at contract award or start of construction if there is no award except:

- (a) For contracts entered into pursuant to competitive bidding, the wage decision will "lock-in" on the bid opening date provided that the contract is awarded within 90 days.
- (b) If the contract is not awarded within 90 days, the wage decision must be updated as of the date of award.
- (c) Modifications that are published less than 10 days before bid opening may be disregarded if it is found that there is not a reasonable amount of time to notify prospective bidders of the modification before bid opening. If so, a record of the finding must be made to the contract file.

11-16 ON-SITE EMPLOYEE INTERVIEWS

Note to bidders that compliance interviews, on-site with employees, will occur and must be accommodated to ensure Federal or State, whichever is greater, prevailing rates are being paid. If underpayments are discovered, the City will notify the contractor and/or subcontractor of the need for restitution to occur and may be subject to daily penalties for each day the employee goes without pay.

11-17 CONFLICT OF INTEREST AND OTHER PROVISIONS

- (a) No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise

when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

- (b) Contractors must avoid the acquisition unnecessary or duplicative items.
- (c) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (d) Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources

11-18 FEDERAL SUSPENSION AND DEBARMENT

Awards cannot be made to those listed on any suspension and debarment lists. Federal Debarment must be reviewed on the www.SAM.gov website prior to selecting a bidder for award.

11-19 CONFLICT OF INTEREST PROVISIONS – DISCLOSURES PRIOR TO BID AWARD

Conflict of Interest Provisions/Disclosures must be completed prior to the selection of a specific bidder. 2 CFR 200.112 – Refer back to section 11-16 for summarization of Conflict of Interest provisions.

11-20 USE OF USA GOODS AND PRODUCTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

11-21 COMPLIANCE WITH THE SOLID WASTE DISPOSAL ACT

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](http://40CFRpart247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Funding Approval/AgreementTitle I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515RU.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant ProgramOMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Oxnard	3a. Grantee's 9-digit Tax ID Number 956000756	3b. Grantee's 9-digit DUNS Number JKLUB9N3DXH7 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 300 W. Third St. Oxnard, CA 93030	4. Date use of funds may begin 07/01/2024	
	5a. Project/Grant No. 1 B-24-MC-06-0534	6a. Amount Approved \$2,098,130.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Chin Woo Choi	Grantee Name (Contractual Organization) City of OXNARD
Title Acting CPD Director	Title City Manager
Signature <i>DocuSigned by:</i> X <u>CHIN WOO CHOI</u> 04/02/2025 04:44:37	Date (mm/dd/yyyy) 11/22/2024
Signature X <u>[Signature]</u>	Date (mm/dd/yyyy) 2/24/2025

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 07/01/2024	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2024	FY 2023
b. Funds now being Approved		\$2,098,087.00	\$ 43.00
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	
12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature X <u>[Signature]</u>	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS (“**Agreement**”) by and between the CITY OF OXNARD HOUSING DEPARTMENT, a department of the City of Oxnard (“**Grantee Department**”) and the CITY OF OXNARD PUBLIC WORKS DEPARTMENT, a department of the City of Oxnard (“**Recipient Department**”) is made and entered into as of July 1, 2024. Grantee Department and Recipient Department are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. The City of Oxnard (“**City**”), through the Grantee Department, has received Community Development Block Grant funds (“**CDBG**”) from the United States Department of Housing and Urban Development (“**HUD**”) under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations (“**CFR**”).

B. 24 CFR 570.501(a) permits the chief executive officer of a grantee agency to designate an existing public agency to undertake activities assisted with CDBG funds subject to the same requirements as are applicable to sub-recipients.

C. The City Manager, as the chief executive officer of the City, and Grantee Department wish to engage Recipient Department to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the implementation and administration of the Program and the expenditure of CDBG funds.

2. Scope of Services

a. Recipient Department shall provide the services set forth in **Exhibit A** (the “**Program**”) in accordance with the budget attached as **Exhibit B**. Recipient Department shall also complete and submit the performance report(s) in substantially the form attached hereto as **Exhibit C**. **Exhibit A**, **Exhibit B** and **Exhibit C** are attached hereto and incorporated herein by this reference.

b. Recipient Department shall oversee the implementation and administration of the Program, including hiring and supervising staff, supervising and monitoring the Program, advertising the Program to the public and providing supplies for the Program.

c. Recipient Department shall achieve at least the following levels of accomplishment for the Program, measured as of the end of the term of the Agreement as noted in **Exhibit A.**

3. Performance

a. In performing the Program, Recipient Department shall comply with all applicable Federal, State and local laws and regulations, including Title 24 CFR Part 570. Recipient Department also agrees to comply with all other applicable Federal, state and local laws, regulations and (the “**Other CDBG Requirements**”) governing the funds provided by this Agreement, including, but not limited to, those Other CDBG Requirements set forth in **Exhibit D.** which is attached hereto and incorporated herein by this reference.

b. Recipient Department shall carry out each code of the Program in compliance with all Federal laws and regulations described in subpart K of 24 CFR Part 570.604 and shall work with Grantee Department to carry out the City’s environmental responsibilities and the City’s responsibility for initiating any necessary environmental review process under 24 CFR Part 52. In carrying out the Program, Recipient Department shall only engage in activities the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons and only use CDBG funds for eligible activity costs as set forth in 24 CFR 570.202(c).

c. Recipient Department shall comply with those regulations described in 24 CFR 5.109g, as required by 24 CFR 570.200(j), that relate to the use of CDBG funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

d. Grantee Department shall monitor the Program and notify Recipient Department of any substandard performance. Recipient Department shall endeavor to correct the substandard performance as and within the time required by Grantee Department and work with Grantee Department to address any deficiencies.

e. Recipient Department shall perform the Program within the term of the Agreement as set forth in Section 4.

4. Term of Agreement

a. This Agreement shall begin on July 1, 2024, and shall expire on December 31, 2025.

b. Notwithstanding the expiration of the Agreement, Recipient Department shall remain subject thereto as long as Recipient Department remains in control of CDBG funds, Program income, or assets obtained with such funds or income, and the close-out period has not ended. During the close-out period, Recipient Department shall make final payments, dispose of Program assets (including returning to Grantee Department unused materials and equipment and allocating or transferring Program income or CDBG funds to the City of Oxnard Community Development Block Grant Fund), and determine the custodianship of records.

5. Suspension and Termination

a. Grantee Department may suspend or terminate this Agreement if Recipient Department materially fails to comply with any term of this Agreement or the grant award.

b. Grantee Department may terminate this Agreement or grant award for convenience.

6. Compensation

a. Pursuant to current City policy, Recipient Department shall only seek an allocation or transfer of an amount not to exceed \$1,000,000.00 from the City of Oxnard Community Development Block Grant Fund for Program services provided under this Agreement and for reimbursement of costs and expenses that Recipient Department necessarily incurs for the Program and that are eligible for reimbursement under applicable regulations.

b. Recipient Department shall comply with the accounting principles and procedures contained in 2 CFR 200, implement adequate controls, and maintain source documentation for all costs incurred.

7. Uniform Administrative Requirements

Recipient Department shall comply with the requirements and standards of the 2 CFR 200 and CDBG provisions set out in subsection (a) of 24 CFR 570.502.

8. Records

a. Recipient Department shall maintain all records required by 24 CFR 570.506 that are pertinent to the Program. Such records include, but are not limited to:

- i. Records fully describing each activity undertaken.
- ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.
- iii. Records required to determine the eligibility of activities.

- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funds.
- v. Records documenting compliance with the fair housing and equal employment components of the CDBG program.
- vi. Financial records required by 24 CFR 570.502.
- vii. Records documenting compliance with 24 CFR Part 570, Subpart K.

b. Recipient Department shall retain all records pertinent to expenditures made under this Agreement for three (3) years after the termination of all activities funded by this Agreement, or after the resolution of Federal audit findings, whichever occurs later. Recipient Department shall retain records of nonexpendable property acquired with CDBG funds for three (3) years after the final disposition of such property. Recipient Department shall retain records for any displaced person for three (3) years after such person has received final payment.

c. Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility, and a description of the services provided to the client. Recipient Department shall maintain the confidentiality of client data and shall not disclose client data, except as required by law or as required by the administration of Grantee Department and Recipient Department's duties under this Agreement.

d. At any time during normal business hours, Recipient Department shall make its records pertaining to this Agreement available to Grantee Department, the State of California, the Federal government, the Comptroller General of the United States, or any of their duly authorized representatives, as often as such agencies deem necessary, to audit, examine, copy, excerpt or transcribe. Within thirty (30) days of Recipient Department's receipt of an audit report that notes deficiencies in such records, Recipient Department shall fully correct such deficiencies. Failure to do so will constitute a violation of this Agreement and may result in Grantee Department requesting that the City of Oxnard Chief Financial Officer withhold future allocations or transfers until such deficiencies are corrected.

e. Recipient Department shall work with Grantee Department to conduct an annual audit that complies with Grantee Department's policies concerning sub-recipient audits.

9. Program Income; Reversion of Assets; Indirect Costs

a. Recipient Department shall report and submit to Grantee Department all Program income, as defined in 24 CFR 570.500(a), generated by Program activities carried out with CDBG funds. Recipient Department may retain and use Program income in accordance with 24 CFR 570.504. All of the provisions of this Agreement shall apply to activities for which Recipient Department uses Program income.

b. At the end of the term of this Agreement, Recipient Department shall allocate or transfer to the City of Oxnard Community Development Block Grant Fund in accordance with 24 CFR 570.503(b)(3) any Program Income (including investments thereof) held by Recipient Department or received by Recipient Department after such date, except as needed for Recipient Department's immediate needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs. Recipient Department shall also transfer to the City of Oxnard Community Development Block Grant Fund any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.

c. Before requesting reimbursement or an allocation or transfer for indirect costs, Recipient Department shall adopt and obtain Grantee Department's approval of an indirect cost allocation plan for determining the share of such costs to be allocated or transferred.

10. Real and Personal Property

a. (Awards Prior to December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 24 CFR 85.32 through 85.36. (Awards After December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 2 CFR 200.310 and 2 CFR 200.312 through 2 CFR 200.316.

b. Recipient Department shall comply with City of Oxnard policies concerning the purchase of personal property and shall maintain an inventory record of all nonexpendable personal property, as defined by such policy, that Recipient Department procures with CDBG funds.

c. At the end of the term of this Agreement, all personal property procured by Recipient Department with CDBG funds shall become the property of the City of Oxnard but controlled by Grantee Department.

d. At the end of the term of this Agreement, with regard to any real property under the Recipient Department's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Recipient Department in the form of a loan) in excess of \$25,000, Grantee Department shall determine whether:

- i. The real property shall be used to meet one of the national objectives set out in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as Grantee Department determines to be appropriate; or
- ii. Recipient Department shall cause the allocation or transfer to the City of Oxnard Community Development Block Grant Fund an amount equal to the current market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property;

provided, however, that such allocation or transfer shall not be required after the period of time specified in paragraph (b)(7)(i) of 24 CFR 570.503.

11. Travel And Training

Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds for travel outside the City of Oxnard. Further, Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds to engage in training and related activities.

12. Reports

Recipient Department shall submit to Grantee Department quarterly and annual reports concerning the Program in the form and with the content specified by Grantee Department.

13. CDBG Program Recognition

When publishing materials that concern this Agreement, Recipient Department shall ensure recognition of the CDBG program by including a reference to CDBG funds.

14. Conflict of Interest

Recipient Department shall comply with 24 CFR 570.611 with respect to conflicts of interest, and covenants that no Recipient Department employee, agent, consultant or officer who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

15. Equal Employment Opportunity

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

b. Recipient Department and any other party with whom the City of Oxnard contracts through Recipient Department for the performance of this Agreement shall adhere to equal opportunity employment practices to assure that applicants and employees are treated

equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

16. Contracting

a. Recipient Department shall consult and collaborate with Grantee Department on any contract funded in whole or in part with CDBG funds. Recipient Department shall ensure that all City of Oxnard contracts funded whole or in part with CDBG funds are awarded after fair and open competition.

b. Recipient Department shall regularly monitor City of Oxnard contracts funded in whole or in part with CDBG funds to ensure compliance with this Agreement. Recipient Department shall provide Grantee Department with reports, in the frequency and form that Grantee Department requires, of the results of such monitoring, supported by documentation of Recipient Department's action to correct the compliance of any third party that contracts with the City of Oxnard through Recipient Department and whose compensation is funded in whole or in part with CDBG funds.

c. Recipient Department shall include in any City of Oxnard contract funded in whole or in part with CDBG funds the provisions of this Agreement that impose obligations and duties on Recipient Department, and shall require any third party contracts funded in whole or in part with CDBG funds to require that the party comply therewith.

d. Recipient Department shall provide Grantee Department with all contracts funded in whole or in part with CDBG funds along with documentation of the award process.

17. Amendments

The terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the duly authorized representatives of both Grantee Department and Recipient Department.

18. Entire Agreement

This Agreement constitutes the entire agreement of the Parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF OXNARD

Public Works Department



Alexander Nguyen, City Manager



Michael Wolfe, Public Works Director

Date: 3/18/2025

Date: 3/17/25

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

Date: 3/14/25

APPROVED AS TO CONTENT:



Brenda Lopez, Interim Housing Director

Date: 3/3/2025

APPROVED AS TO FUNDS AVAILABILITY:



Andrea Palmer, Grants Manager

Date: 3-3-2025

EXHIBIT A**SCOPE OF SERVICES**

Name of Agency: Oxnard Public Works

Location Address: La Colonia Neighborhood- East Colonia Road, Cooper Road, N. Harrison Ave, N. Hayes Ave, N. Grant Ave, N. Roosevelt Ave, N. Garfield Ave, N. McKinley Ave, N. Bonita Ave, N. Anita Ave, S. Juanita Ave, N. Juanita Ave, E. First St, S. Harding Ave, E. Second St, Navarro St, Campton Dr, Morris St, Crawford St, Sarita Dr, Felicia Ct.

Project Name: Neighborhood Street Resurfacing La Colonia – Phase III

The Agency's project is a Public Facility and Improvements activity defined under 24CFR 570.201(c) and meets the National Objective criteria of benefit to low- and moderate-income person defined under 24CFR570.208(a)(1) by satisfying the Area Benefit subcategory HUD requirements.

1. Program Description and Service Area Determination:

The La Colonia Neighborhood Street Resurfacing and ADA Improvement Project that are being proposed for improvement currently have pavement condition indices of Category IV - Poor and Category V - Very Poor. This is the lowest rating of all of Oxnard's streets. Also, the sidewalks are in need of accessibility improvements as well. The project will resurface existing asphalt concrete pavement and install pedestrian improvements within the La Colonia neighborhood. The work includes the installation of new sidewalks, and ADA access ramps; milling of existing asphalt concrete pavement; placement of asphalt rubberized concrete (ARHM) and micro-surfacing; removal and replacement of street name signs; and installation of new traffic pavement markings and traffic striping.

La Colonia Neighborhood project is located at Tract 3201, Block group 1; 88.58% LMI, Tract 3201, Block group 2; 85.25%, Tract 9100, Block group 1; 65.85%, Tract 9100, Block group 4; 95.95%.

1. Principle Tasks:

The La Colonia Neighborhood Street Resurfacing and ADA Improvement project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to resurface existing asphalt concrete pavement and installation of pedestrian improvements within the La Colonia neighborhood. The work includes the installation of new sidewalks and ADA access ramps; milling of existing asphalt concrete pavement; placement of asphalt rubberized concrete (ARHM) and micro-surfacing; removal and replacement of street name signs; and installation of new traffic pavement markings and traffic striping.

2. Projected Outcomes by Quarter:

<u>Schedule Per Quarter</u>	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>	<u>5th Quarter</u>	<u>6th Quarter</u>
Activity	Design/ Engineering	Plan Check/ Bid Set	Plan Check/ Bid Set	Construction	Construction	Construct- ion
<u>Project Completion Date</u>	December 31, 2025					

EXHIBIT B**BUDGET**

Name of Agency: Oxnard Public Works

Location Address: La Colonia Neighborhood- East Colonia Road, Cooper Road, N. Harrison Ave, N. Hayes Ave, N. Grant Ave, N. Roosevelt Ave, N. Garfield Ave, N. McKinley Ave, N. Bonita Ave, N. Anita Ave, S. Juanita Ave, N. Juanita Ave, E. First St, S. Harding Ave, E. Second St, Navarro St, Campton Dr, Morris St, Crawford St, Sarita Dr, Felicia Ct.

Project Name: Neighborhood Street Resurfacing La Colonia – Phase III

A. BUDGET NARRATIVE:

The CBG funds will be used for Construction cost for the materials, equipment and other incidental and appurtenant work to resurface existing asphalt concrete pavement and installation of pedestrian improvements within the La Colonia neighborhood.

B. Budget:

Total Budgeted Amount -Not to Exceed \$1,000,000.00

Budget Categories	Budget Total
Construction	\$1,000,000
TOTAL	\$1,000,000

EXHIBIT C (for LMA)

QUARTERLY PERFORMANCE REPORT

Name of Agency: Name of Agency: Oxnard Public Works

Location Address: La Colonia Neighborhood- East Colonia Road, Cooper Road, N. Harrison Ave, N. Hayes Ave, N. Grant Ave, N. Roosevelt Ave, N. Garfield Ave, N. McKinley Ave, N. Bonita Ave, N. Anita Ave, S. Juanita Ave, N. Juanita Ave, E. First St, S. Harding Ave, E. Second St, Navarro St, Campton Dr, Morris St, Crawford St, Sarita Dr, Felicia Ct.

Project Name: Neighborhood Street Resurfacing La Colonia – Phase III

Public Works Department shall submit to the City of Oxnard-Housing Department quarterly performance reports, the 15th day of the following month of each quarter, or as otherwise agreed, which shall be a statement of accomplishments to date to meet the specified goal. These reports shall be sufficient in detail to provide a sound basis for HUD to effectively monitor performance under this sub-recipient agreement and must trace the funds award to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable law. The (1) final evaluation report, necessary data to complete the Consolidated Annual Performance Report (CAPER) in accordance with HUD requirements, and (2) any such other reports should be submitted as the City shall require.

City of Oxnard

Fiscal Year

QUARTER PERFORMANCE REPORT**Name of the Organization:****Name of Project:****Agreement Number:****Geographic Service Area: (Please check the appropriate box)**

City Wide:

☐

Census Tract/Block Number/Neighborhood:

☐

(Please list all census tract/block numbers covering your service area)

Quarterly Accomplishments Narrative: (Describe the progress toward achieving accomplishments in the quarter)**Clearance and Demolition or Cleanup Contaminated Site Project: Only if;**

Enter the number of accomplishments achieved during the program year being reported.

Actual Units:

BUDGET AND EXPENDITURES

Approved CDBG Budget:

CDBG Requested Amount to Date

Remaining Balance:

HUD No: B-24-MC-06-0534

Agreement No: 9944-24-HO

Program Income Received (as applicable):	
--	--

Quarter	Expenditures	Year-to-Date	Balance Available
1			
2			
3			
4			
5			
6			
TOTAL:			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Authorized**Signature:****Date:****Title:**

HUD No: B-24-MC-06-0534
Agreement Number: 9944-24-HO

CITY OF OXNARD
GRANTS MANAGEMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL PERFORMAMNCE REPORT
FISCAL YEAR

Organization Name:

Project Name:

Address of Project:

Agreement Number:

Original Budgeted Amount: \$

Expended Amount: \$

Date:

Part I: ACCOMPLISHMENTS - Describe project activity progress for the fiscal year.
(Describe any problems or delays encountered with the project, if any.)

Part II: SECTION 3

Construction Projects
Section 3

Project Name: _____

Quarter: _____

Fiscal Year: _____

Narrative
:

HUD No: B-24-MC-06-0534
 Agreement Number: 9944-24-HO

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	Enter Hours	Calculated Percentage (Enter Percentage)	Safe Harbor Benchmark Met (Indicate Yes or No)
Total Labor Hours			
Section 3 Worker Hours info			
Targeted Section 3 Worker Hours info			

Nature of Agency Efforts

This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks.

Check all that apply. Maintain records available for HUD review to document any efforts checked.

Outreach efforts to generate job applicants who are Public Housing Targeted Workers

Outreach efforts to generate job applicants who are Other Funding Targeted Workers.

Direct, on-the job training (including apprenticeships).

Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.

Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

Outreach efforts to identify and secure bids from Section 3 business concerns.

Technical assistance to help Section 3 business concerns understand and bid on contracts.

Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.

Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.

Held one or more job fairs.

Provided or connected residents with supportive services that can provide direct services or referrals.

Exhibit C

HUD No: B-24-MC-06-0534
Agreement Number: 9944-24-HO

Provided or connected residents with supportive services that provide one or more of the following:
work readiness health screenings, interview clothing, uniforms, test fees, transportation.

Assisted residents with finding child care.

Assisted residents to apply for, or attend community college or a four year educational institution.

Assisted residents to apply for, or attend vocational/technical training.

Assisted residents to obtain financial literacy training and/or coaching.

Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

Provided or connected residents with training on computer use or online technologies.

Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Other. Specify:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812)

Authorized Signature: _____

Date: _____

Title: _____

EXHIBIT D**OTHER CDBG REQUIREMENTS****I. OTHER FEDERAL PROGRAM REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) INCORPORATED BY REFERENCE**

- 42 U.S.C. §§ 5301 et seq. - Congressional findings and declaration of purpose
- 24 CFR Part 570 – CDBG Regulations
- 24 CFR 570.502 Applicability of uniform administrative requirements.
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Public Records
 - Chapter 14, City of Oxnard Municipal Code
 - 200.233 Record Retention
 - 24 CFR 570.506 (b)(4) Recordkeeping for homebuyer assistance programs
- 2 CFR 200.343 “Closeout” applies to closeout of Subrecipients.
- Audit Requirements 24 CFR 570.610; 2 CFR 200, Subpart F
- Section 109 of the Housing and Community Development Act, Non-Discrimination in Federally Assisted Programs; 24 CFR 570.602 Affirmatively Furthering Fair Housing
 - Title VI of the Civil Rights Act of 1964; 24 CFR Part 1
 - Title 41 Public Contracts and Property Management; 41 CFR Part 60
- Title VI of the Civil Rights Act of 1964, as amended "Fair Housing Act" 2 U.S. C. 3601; 24 CFR Parts 100-108
- Non-Discrimination Based on Age or Handicap; 24 CFR 570.614
 - Age Discrimination Act of 1975, as amended; 24 CFR Part 146
 - Section 504 of the Rehabilitation Act of 1973; 24 CFR Part 8
 - Section 570.614 Architectural Barriers Act and American with Disabilities Act
- Employment and Contracting Opportunities; 24 CFR 570.607
 - Section 3 of the Housing and Urban Development Act of 1968; 24 CFR Part 75 Minority/Women's Business Enterprise; 2 CFR 200.321; Executive Order; 12138
 - Use of Disbarred, Suspended or Ineligible Contractors or Subrecipients; 24 CFR Part 24; 29 CFR 5.12(a)(1); 2 CFR 2424; 24 CFR 5; 2 CFR 570.609; 2 CFR 180.220; 2 CFR 200.206(d)
 - Labor Standards ; 24 CFR 570.603

HUD No: B-24-MC-06-0534
Agreement Number: 9944-24-HO

- Section 110(a) of the HCDA for non-volunteer labor or Section 110(b) for volunteer labor for housing units designed for residential use for eight or more families.
 - Relating to the Use of Volunteers; 24 CFR Part 70 HUD 4010 Federal Labor Standards Provisions
 - Davis Bacon Act 29 CFR Parts 1, 3, 5, 6, and 7 Copeland Anti-Kickback Act
 - Contract Hours and Safety Standards Act (CWHSSA) for properties designed for residential use for eight or more families.
- Volume 1 Lead -based Paint; 24 CFR Part 570.608
 - Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846)
 - Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856)
 - 24 CFR Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
 - Environmental Standards; 24 CFR Section 570.604
- National Environmental Protection Act of 1960, 24 CFR Part 58 National Flood Insurance; 24 CFR 570.605
 - Flood Disaster Protection Act of 1973 42 u.s.c. 4001; 42 u.s.c. 4106
- Displacement, Relocation Assistance and Real Property Acquisition; 24 CFR Section 570.606 49 CFR Part 24
- 24 CFR Part 42 – Displacement, Relocation Assistance, And Real Property Acquisition for HUD And HUD-Assisted Programs
 - New Restrictions on Lobbying ; 24 CFR Part 87
 - Eligibility Restrictions for certain resident aliens; 24 CFR Section 570.613 24 CFR Part 49
- Conflict of Interest; 24 CFR 570.611

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**NEIGHBORHOOD STREET RESURFACING –
LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK
IMPROVEMENT PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN
CROSSING ENHANCEMENTS PROJECT**

**CALTRANS GRANT #HSIPL-5129(101)
STATE GRANT MASTER AGREEMENT**

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MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this 1st day of March, 2022, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other

evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

FOR
Ferdinand A. Batatan

Chief, Office of Project Implementation
Division of Local Assistance

Date 3/8/2022

CITY OF OXNARD

By _____

Mayor,

City of Oxnard

Date 3-1-22

APPROVED AS TO FORM:

by R
Stephen M. Fischer
City Attorney

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act. (b) For

willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE ALL SUPPLEMENTAL AGREEMENTS AND RELATED DOCUMENTS REQUIRED UNDER CALTRANS MASTER AGREEMENT NO. 07-5129S21 WITHOUT FURTHER COUNCIL AUTHORIZATION

WHEREAS, the City of Oxnard (City) utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans); and

WHEREAS, the City wishes to continue obtaining grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Master Agreement Administering Agency-State Agreement for State-Funded Projects No. 07-5129S21 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in the past, the City Council has authorized the Mayor or his designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to again authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.
2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

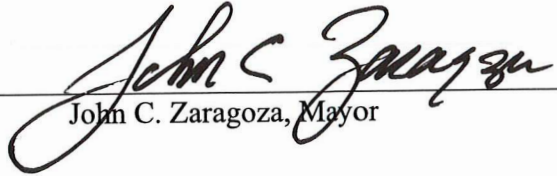
PASSED, APPROVED AND ADOPTED on this 1st day of March, 2022 by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

ABSENT: None.

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

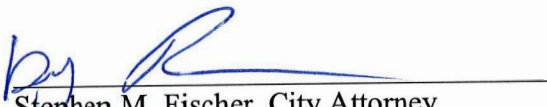

Stephen M. Fischer, City Attorney

EXHIBIT G**THIS AGREEMENT MUST BE EXECUTED BY AWARDED CONTRACTOR WHEN STAGING
IN THE CITY PROPERTY****GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY
AND BETWEEN THE CITY OF OXNARD AND _____**

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and _____, a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers _____, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Properties"); and

WHEREAS, _____ is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS, _____ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the _____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND
PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:****Section 1. GRANT OF RIGHT OF ENTRY**

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ (\$____.00) per month (the "Monthly Base Rent"), for a total amount of _____ (\$____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$____.00) per month and shall continue thereafter per month or for any portion thereof.

Section 5. TERM

The Term of this Agreement shall commence on _____, _____ (the "Effective Date") and shall terminate on _____, _____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the "Extended Expiration Date"). A request to postpone the Expiration Date any further than the

Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

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

To the Grantor: The City of Oxnard [ATTN] Address

To the Grantee: Contractor [ATTN] Address

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

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-X attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. 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 of the provisions described under the respective caption or heading.

Section 13. SEVERABILITY

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

Section 14. GOVERNING LAW

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

Section 15. RIGHTS AND REMEDIES

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

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this

Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2025.

GRANTOR

The City of Oxnard

By: _____

Public Works Director

Approved as to Form

By: _____
Stephen Fischer
City Attorney

GRANTEE

By: _____

EXHIBIT G

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel

Numbers:

EXHIBIT H
THE DAVIS-BACON ACT WAGE DETERMINATION
(APPENDIX H)

"General Decision Number: CA20250015 03/28/2025

Superseded General Decision Number: CA20240015

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Ventura County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/28/2025

ASBE0005-002 09/01/2023

Rates	Fringes
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Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 49.58 25.27

Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 36.97 20.36

ASBE0005-004 07/04/2022

Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52 13.37

BOIL0092-003 01/01/2024

Rates	Fringes
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BOILERMAKER.....\$ 51.98 42.11

* BRCA0004-012 05/01/2024

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 50.07 20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2024

Rates	Fringes
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MARBLE FINISHER.....\$ 43.38 15.36
TILE FINISHER.....\$ 37.96 13.77

TILE LAYER.....\$ 51.82

19.32

* BRCA0018-010 09/01/2024

	Rates	Fringes
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TERRAZZO FINISHER.....\$ 42.11

14.67

TERRAZZO WORKER/SETTER.....\$ 49.62

15.26

CARP0213-001 01/01/2024

	Rates	Fringes
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CARPENTER

(1) Carpenter, Cabinet

Installer, Insulation

Installer, Hardwood Floor

Worker and acoustical

installer.....\$ 48.86

22.88

(2) Millwright.....\$ 49.36

22.88

(3) Piledrivermen/Derrick

Bargeman, Bridge or Dock

Carpenter, Heavy Framer,

Rock Bargeman or Scowman,

Rockslinger, Shingler

(Commercial).....\$ 48.99

22.88

(4) Pneumatic Nailer,

Power Stapler.....\$ 51.85

16.28

(5) Sawfiler.....\$ 51.69

16.28

(6) Scaffold Builder.....\$ 40.77

22.38

(7) Table Power Saw

Operator.....\$ 51.70

16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
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Diver

(1) Wet.....\$ 834.40

16.28

(2) Standby.....\$ 445.84

16.28

(3) Tender.....\$ 437.84

16.28

(4) Assistant Tender.....\$ 413.84

16.28

Amounts in "'Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
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Drywall

DRYWALL INSTALLER/LATHER....\$ 48.86

22.88

STOCKER/SCRAPPER.....\$ 20.80

9.97

CARP0721-001 07/01/2021

	Rates	Fringes
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Modular Furniture Installer.....\$ 21.85 7.15

ELEC0952-001 09/30/2024

	Rates	Fringes
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Electricians: (All work
within 32 road miles from the
nearest base point)

Cable Splicer.....	\$ 56.47	30.55
Electrician		
Transportation Systems		
Technician Journeyman		
Wireman - Street Lighting		
& Traffic Signals.....	\$ 51.34	30.40
Transportation Systems		
Technician - Street		
Lighting & Traffic Signals..	\$ 38.51	30.02

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-005 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
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Communications System		
Installer.....	\$ 46.47	19.22

SCOPE OF WORK:

Installation, testing, service and maintenance of systems
utilizing the transmission and/or transference of voice,
sound, vision and digital for commercial, educational,
security and entertainment purposes for the following: TV
monitoring and surveillance, background-foreground music,
intercom and telephone interconnect, inventory control
systems, microwave transmission, multi-media, multiplex,
nurse call systems, radio page, school intercom and sound,
burglar alarms, fire alarm (see last paragraph below) and
low voltage master clock systems in commercial buildings.
Communication Systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems; inclusion or exclusion of terminations and
testings of conductors determined by their function;
excluding all other data systems or multiple systems which
include control function or power supply; excluding
installation of raceway systems, conduit systems, line
voltage work, and energy management systems. Does not
cover work performed at China Lake Naval Ordnance Test
Station. Fire alarm work shall be performed at the current
inside wireman total cost package.

ELEV0018-001 01/01/2025

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b
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FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

 ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80

GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economical or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments

over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern

County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and

disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77
GROUP 3.....	\$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00585-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general

clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether

water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00585-003 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler.	\$ 45.51	20.06
(3) Horizontal Directional Drill Operator.....	\$ 47.36	20.06
(4) Electronic Tracking Locator.....	\$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 07/01/2023

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 25.40	15.87
(2) High Iron & Steel.....	\$ 32.12	16.03
(3) Journeyman Painter including Lead Abatement....	\$ 36.44	18.58
(4) Industrial.....	\$ 41.42	19.04
(5) All other work.....	\$ 36.44	18.58

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

* PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and		

commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 59.48 26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
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ROOFER.....	\$ 49.43	20.58
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FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-010 01/01/2025

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
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SPRINKLER FITTER..... (FIRE)	\$ 47.45	28.50
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SFCA0709-001 09/01/2023

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
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SPRINKLER FITTER (Fire).....	\$ 54.29	32.00
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SHEE0273-002 08/01/2019

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 45.48	30.05
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HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-002 07/01/2024

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to TORO ENTERPRISES, INC., 2101 E VENTURA RD, OXNARD, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as NEIGHBORHOOD STREET RESURFACING – LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK IMPROVEMENT PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN CROSSING ENHANCEMENTS PROJECT. SPECIFICATION NO. PW 24-30.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of EIGHT MILLION, SIX HUNDRED SIXTY-FIVE THOUSAND, FIVE HUNDRED SIXTY-ONE DOLLARS AND FIFTEEN CENTS, (\$8,665,561.15), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), in the State of California, has awarded to
TORO ENTERPRISES, INC., 2101 E VENTURA RD, OXNARD, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as NEIGHBORHOOD STREET RESURFACING – LA COLONIA PHASE III PROJECT, COLONIA RD AND JUANITA AVE SIDEWALK IMPROVEMENT PROJECT, & RAMONA ELEMENTARY SCHOOL PEDESTRIAN CROSSING ENHANCEMENTS PROJECT. SPECIFICATION NO. PW 24-30.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of EIGHT MILLION, SIX HUNDRED SIXTY-FIVE THOUSAND, FIVE HUNDRED SIXTY-ONE DOLLARS AND FIFTEEN CENTS, (\$8,665,561.15), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

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

Public Project Agreement 32600042 with Toro Enterprises Inc. for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project

City Council
July 1, 2025

Morgan Kessler
City Engineer

That the City Council approve and authorize:

1. A total of \$10,398,673.15 in Project funds for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$8,665,561.15 for the Project and approve a Project contingency amount of \$866,556 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$9,532,117.15 for the Project;

3. A Project allocation amount of \$866,556 (~10%) for engineering, inspection, survey and project management for the Project; and
4. Approve project budget appropriations of \$1,200,000 for the Neighborhood Street Resurfacing Project (C2209), consisting of a budget transfer of \$1,000,000 from the Community Development Block Grant (CDBG) Fund (201), \$100,000 from the available fund balance in the Water Operating Fund (601), and \$100,000 from the available fund balance in the Wastewater Operating Fund (611) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

The Project is part of Oxnard's Capital Improvement Program (CIP) part of the Citywide Pavement Management Program reviewed in April 2024.

Focus on residential streets in La Colonia neighborhood needing corrective and maintenance work.

The Project includes mill-and-overlay & slurry seals.

Scope of Work Includes:

- Milling of existing asphalt concrete pavement
- Placement and compaction of asphalt rubberized hot mix (ARHM)
- Slurry seal
- Asphalt rubber aggregate membrane (ARAM) and crack fill
- Excavation and reconstruction of asphalt pavement failed areas
- Reconstruction of existing Americans with Disabilities Act (ADA) curb ramps and sidewalks including new ADA compliant bulb outs
- Concrete repairs
- Adjust utility covers to finished grade
- Removal and replacement of street name signs
- Installation of new storm drain pipe and catch basins
- High visibility crosswalks with flashing beacon
- Fence relocations
- Traffic striping

The work is tentatively scheduled to begin in Summer 2025 and continue into Fall 2025 (100 working days)

Staff will work closely with District 3 Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule.

As part of the preparations for the project, City staff identified fences on 27 properties within the project area that were encroaching into the City's right-of-way and obstructing the construction of the sidewalk widening and ADA corner ramp improvements.

The City is legally unable to proceed with repaving streets without performing the necessary adjacent ADA improvements to the curb ramps.

To facilitate timely progress and avoid placing an undue financial burden on property owners, the City made the decision to relocate the fences at its own expense as part of the overall project scope. This is consistent with Phases I and II paving projects in the La Colonia neighborhood.

During the early stages of project design, a survey was conducted by the City's contracted survey consultant, which confirmed the encroachments on the 27 properties.

In response, City staff initiated outreach to the affected property owners. Despite efforts, three property owners disagree with City staff as to the location of their fences relative to City right-of-way.

To address these concerns and to verify the accuracy of the City's survey work, the City retained a consultant to obtain title reports and litigation insurance for the four remaining properties.

With this additional information, City staff have confirmed the accuracy of the locations of the private properties and the extent of the public right-of-way boundaries.

To-date, City staff continues to work with the owners of these properties to provide information that clearly demonstrates the encroachment of their fences into the public right-of-way.

- Notice Inviting Formal Bids (NIFB) was published on April 3, 2025, in a local newspaper (Vida),
- Also published in multiple online platforms and bid boards.
- Directly distributed to 33 contractors who have registered with the City.

Bids were opened on May 6, 2025. The City received a single bid:

- Toro Enterprises Inc.: \$8,665,561.15

- The sole bidder was Toro Enterprises, Inc.
- Its bid was found responsive to the City's NIFB and the contractor is compliant with City business requirements.
- Because only one contractor responded, staff reviewed recent bids from nearby public agencies and found that key unit prices in Toro's bid were about 10% higher with what others are receiving in the present bidding environment.
- Some manufactured items came in over 10%, likely due to the anticipated but unknown costs resulting from pending import tariffs.
- Higher prices may also be due to technical challenges specific to the La Colonia area, such as unusually tight roadway geometry, storm drain work that is not typically encountered in street paving projects, and a very large amount of concrete work.

- City staff also contacted all plan holders for the project and inquired as to why they did not submit a bid for the project. The main reason was because of the contractor's present workloads and schedules.
- Staff expects that rebidding this project would not result in more bidders or better prices; delaying the project would also negatively impact the execution of the planned resurfacing activities for this fiscal year.
- Staff recommends that the City Council award a contract for this Project to Toro Enterprises, Inc.

Total cost for the Project is **\$10,398,673.15** which includes:

- Agreement 32500543 with Toro Enterprises, Inc. in the amount of **\$8,665,561.15**
- Contingency of **\$866,556.00(~10%)**
- Engineering, inspection, survey and project management (EISPM) of **\$866,556.00 (~10%)**

This project is funded with:

- General Fund (101)
- Measure O (104)
- Street Maintenance Fund (105)
- Traffic Safety Fund (182)
- Road Maintenance and Rehabilitation Account (RMRA) Fund (185)
- Federal Grant Fund (200)
- Transportation Development Act (212)
- State Transportation Congestion Relief Fund (230)

Plus budget appropriations of:

- \$1M from Community Development Block Grant (CDGB) Fund (201)
- \$100,000 from the Water Operating Fund (601)
- \$100,000 from the Wastewater Operating Fund (611)

- This project will be funded from various funds within several projects.
 - The Neighborhood Street Resurfacing Project (C2209) has a total current available project budget balance of approximately \$14.9 million from various funding sources.
 - The Ramona Elementary School Pedestrian Crossing Enhancements Project (C2211) has an available project budget balance of \$580k from various funding sources and will be used for sidewalk, curb and gutter, catch basin installation, rapid flashing beacon installation, sign installation and striping around Ramona Elementary School as part of the project.
 - The Pedestrian Improvements Project (C1602) has an available project budget balance of \$61k from Transportation Development Act funds to be used for this project.

- Approval of the recommended actions will add \$1,200,000 to the Neighborhood Street Resurfacing Project (C2209), consisting of:
 - \$1,000,000 from the Community Development Block Grant (CDBG) Fund (201) from the United States Department of Housing and Urban Development (HUD) Agreement No. B-24-MC-06-0534
 - \$100,000 from the available fund balance in the Water Operating Fund (601)
 - \$100,000 from the available fund balance in the Wastewater Operating Fund (611)

The additional water and wastewater expenses associated with the project are primarily attributed to essential improvements to the water and sewer infrastructure.

This work includes the relocation of water meter boxes and the adjustment of water valves, meter boxes, and sewer manholes to match the finished grade.

These activities require specialized labor, equipment, and coordination with utility providers, all of which add to the overall complexity, duration, and budget of the project.

The total available project balance for the Neighborhood Street Project (C2209) from all funding sources is approximately \$16.75 million, following all new budget appropriations.

Of this available budget, \$10.4 million will be used towards the La Colonia Phase III portion of the project and the remaining balance to be used for the next phase of the Neighborhood 5-Phase street paving locations.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: July 1, 2025

TO: City Council

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

SUBJECT: Agreement A-8587 with Blue Star Operations Services, LLC (Dallas Cowboys) for 2026 - 2030 Dallas Cowboys Training Camp. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Blue Star Operations Services, LLC (Dallas Cowboys) [A-8587] for the Use of City Facilities for the 2026 - 2030 Dallas Cowboys Training Camp.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3vnL9EpDVb0>

BACKGROUND

Since 2001, the Dallas Cowboys ("Cowboys") have held nineteen (19) training camps in the City of Oxnard. Since 2013, the Cowboys have consistently chosen Oxnard as their training camp home, utilizing the City-owned River Ridge Playing Fields and the Staybridge Suites Oxnard - River Ridge Hotel, formerly the Residence Inn by Marriott, to produce a free opportunity for fans to watch their team practice prior to the season.

The Dallas Cowboys Training Camp ("DCTC") provides media coverage and awareness of Oxnard to a nationwide audience. 2024's DCTC saw approximately 24,500 attendees over 17 public training camp days, including multiple weekend dates and a scrimmage against the Los Angeles Rams. In addition to the public training camp, the Cowboys host a youth cheerleading camp in collaboration with the City, offering a free opportunity for local youth to learn a cheer routine from the Cowboys Cheerleading team. This event is consistently well-attended and received in the community.

The existing agreement (A-7972) was executed in April 2023 for a term of three years (2023 - 2025). In 2025, the final DCTC under the existing agreement will occur over four weeks from late July through mid August.

DISCUSSION

The recommended agreement (A-8587) is for a five-year term from 2026 through 2030, the longest commitment the Cowboys have made to Oxnard in a single agreement. Similar to past agreements, the recommended agreement grants the Cowboys exclusive use of the River Ridge Playing Fields, including the fields, locker room building, and adjacent parking area, from March 1st - August 31st each year of the agreement. The agreement also defines permitting requirements, responsibilities of each party, and financial obligations.

The City's responsibilities for DCTC include providing public safety services, overseeing parking operations, managing volunteers, general maintenance of the facility, and coordinating the food vendors. The Cowboys' responsibilities include securing all necessary permits and licenses for the event, maintaining the field during camp, providing private security, and providing custodial services for the locker room.

DCTC provides economic activity to the City through sales tax revenue (e.g. gas, groceries, dining, entertainment) and overnight stays at local hotels and short term rentals. The team's presence amplifies overall awareness of Oxnard as a destination. DCTC attracts significant media attention and is promoted by our tourism partners, Visit Oxnard and Ventura County Coast, through multiple print, social media, and news avenues. According to a 2019 economic analysis study led by Ventura County Coast in partnership with Visit Oxnard, DCTC attendees generated \$3.6M in direct spending for the local region, 98% of which came from non-residents.

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.

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

FINANCIAL IMPACT

The City receives a flat-rate payment, ranging from \$25,000 to \$75,000, for the use of the River Ridge Playing Fields and associated services, based on the length of the DCTC. Following the trend of the past three (3) years of training camp, which have been 4-week camps, staff anticipate receiving \$75,000 each year for a four (4) week training camp. Additional revenue opportunities include parking lot revenue, banner sponsorships, and revenue from the food vendor(s). In addition to required permit fees, the estimated annual revenue is \$175,000 based on a four (4) week camp.

In addition to staff support, City expenses include 50% of the bleachers' cost (not to exceed \$65,000 annually), maintenance supplies, a contract with the Police Explorers for parking management, and 50% of the volunteer meals. Estimated hard costs for a four (4) year camp are \$108,000 annually.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Agreement A-8587
2. Presentation

LICENSE AGREEMENT
(Dallas Cowboys Summer Training Camp)

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of July, 2025 by and between the City of Oxnard, a municipal corporation ("City") and Blue Star Operations Services, LLC ("BSOS").

WHEREAS, City and BSOS have had a mutually beneficial experience with the Dallas Cowboys Training Camp in Oxnard over many years; and,

WHEREAS, both parties would like to continue this tradition; and,

WHEREAS, both parties desire to work together to provide a great experience for the fans and the organization for the next five (5) years, 2026-2030 (the "Term").

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

1. USE OF THE FACILITIES

a. City hereby grants to BSOS an exclusive license to use and BSOS agrees to use the Facilities, as detailed below and in Exhibit B (Site Plan):

- The Playing Fields (including maintenance, irrigation, striping, goal posts)
- Locker Room Building (weight equipment is owned by BSOS)
 - In the event that the City no longer owns this Locker Room Building, City will provide a license or easement for use where possible.
- Dean's Yard
- Parking Lot, Midway (as defined below) and Food Court Tents
- Electrical power only for Locker Room Building and Dean's Yard (communications are provided through a fiber optic line in a separate easement/agreement to be obtained by BSOS)
- Traffic Equipment & Signs provided by Streets Division and Police Department

b. On or before April 1 of any given year, BSOS shall notify the City in writing of the dates it intends to use the Facilities that summer for the "Training Camp Window" which will include set up and takedown days. The exclusivity will only last as long as the Training Camp Window in any given year.

c. BSOS agrees to hold a preliminary planning meeting with the City each year by March 15 to discuss the upcoming camp, potential layout changes from previous years, permitting requirements, and timelines. BSOS agrees to provide the City with a **draft training camp** "Site Plan" that meets the permitting requirements of the City **by April 15 of each year** and will **finalize by May 15** of each year. The Site Plan will depict the entire training camp facilities, and will have clear labels indicating the expected placement of items such as bleachers, fan areas, parking, fire exits, fire extinguishers, generator-powered light poles, restrooms, fire lane, location of temporary fencing, etc.

d. BSOS agrees to provide the City with a final Training Camp Window schedule including setup and takedown days, all open practices and scrimmages, and any other activities requiring City staff or volunteer involvement by June 15 of each year. BSOS shall provide at least three (3) business days notice and mutually coordinate with the City on any new open practices or events that require City support prior to announcing the change. City service fees, which may include services or staffing provided by the Fire Department, Police Department, or Cultural and Community Services Department, associated with open practices after the three (3) day notice will be billed to BSOS at their sole cost and expense and paid in full by BSOS to the City thirty (30) days thereafter.

e. Other than a material breach by either party of this Agreement or as otherwise set forth herein, the only early termination option shall be as follows. BSOS, in its discretion, may terminate this Agreement with no less than 30 days written notice if required to do so per NFL rules or the NFL makes changes to its schedule, and BSOS will endeavor to provide 60 days written notice when possible. City reserves the right to cancel the training camp due to a declared local emergency or natural disaster, with three days written notice.

f. Upon execution of this Agreement and for the years thereafter, the Parties will, in good faith, discuss various other training camp alternatives and infrastructure improvements for BSOS Training Camp.

g. BSOS and the City agree to mutually coordinate and agree upon the "VIP" visitors access areas in a manner so as to provide access to both BSOS' and City's guests. BSOS and City shall also mutually agree upon the terms, conditions and area for the "VIP" visitor access area within the hotel currently called the Staybridge Suites Oxnard - River Ridge ("Hotel") tennis courts and VIP parking area in a manner so as to provide access to both BSOS' and City's guests. BSOS and the City shall mutually agree on the standards for the VIP areas (e.g., single story structured tent, aesthetics, etc.) so as to present a uniform look to such VIP guests.

h. City shall not be responsible for any security fencing that is compliant with City Code within the Hotel property. Hotel or BSOS, at their sole cost and expense, shall erect any security fencing within the Hotel property.

i. The Parties will mutually agree on next steps to clean up Dean's Yard, pave the Parking Lot and pave the area known as the Midway. The goal is to clean up Dean's Yard and pave both the Parking Lot and Midway within the term of this Agreement.

2. ALTERATION OF THE FACILITIES, UPDATES, AND MAINTENANCE.

a. Except as otherwise provided for in this Agreement, BSOS shall not make any alterations to the Facilities or any part thereof, or change the appearance of the Facilities without the prior written consent of the City Manager or designee ("Manager"). Any alterations to the Facilities, except for portable furniture and trade fixtures, shall become at once a part of the realty of the Facilities and shall, at the termination of each Training Camp Window, belong to City.

b. Any alterations to the Facilities shall conform to the requirements of all federal, state, and local laws and conform to the reasonable rules and regulations of City.

c. If Manager approves BSOS' request to make any alterations or attach fixtures to the Facilities, then City may require that any such alterations or fixtures be removed prior to termination of each Training Camp Window. Any removal of alterations or fixtures shall be at BSOS' sole cost and expense and accomplished in a good and professional manner. Any damage caused by such removal shall be repaired to pre-existing conditions or similar as approved by the City at BSOS' sole cost and expense.

d. City to make best efforts to store BSOS equipment in the Locker Room Building between Training Camps during the Term and such equipment shall stay BSOS property until the end of the Term. If the Locker Room building needs to be used for other purposes between Training Camps, City shall provide BSOS thirty (30) days notice and BSOS shall arrange to have equipment moved and stored at an alternate location at BSOS' sole cost and expense. Prior to the end of each Training Camp, BSOS shall provide an inventory of the equipment to be stored in the Locker Room Building.

e. Field Usage:

- i. September 1 thru February 28 – City scheduled programs/rentals
- ii. March 1 thru August 31 – No scheduled programs (e.g., soccer, rugby, etc.).

f. Field Maintenance:

City Responsibilities (“Golf Operator”, third party contracting with the City):

September 1 thru May 31

- 1. Weekly (or every other week when dormant) mowing at 2” on playing surface.
- 2. Mowing, trimming, edging of ornamental grass areas between fencing/walls and the playing surface.
- 3. Preventive and corrective maintenance on irrigation systems. Should a repair be necessary, the same brand and model of installed part should be used. For example: Use only Rain Bird 8005 rotors if it is necessary to replace sprinklers.
- 4. Weekly rodent inspections and any necessary treatments.

June 1 thru August 31

- 1. Rodent control as needed/requested.
- 2. Tree pruning prior to June 30 each year.
- 3. Goalposts inspected, repaired and painted prior to June 30 each year.
- 4. Field markings painted prior to team's arrival and refreshed as needed (schedule to be determined and agreed to prior to team's arrival). Field paint to be supplied by BSOS.

City and/or Golf Operator agrees to keep a log of the above completed work and will share such log with BSOS upon request.

BSOS Responsibilities:

BSOS field consultant will inspect the field condition monthly and make recommendations to the field maintenance schedule based on evolving field conditions.

March 1 thru May 31

1. BSOS will begin field preparation operations including, but not limited to, fertilizer application, topdressing, verticutting, aerification and other processes as prescribed by BSOS field consultant.

June 1 thru August 31

1. BSOS will take over all field preparation and maintenance.
2. BSOS will take over irrigation system maintenance.

BSOS shall be responsible for any maintenance needs associated with artificial turf area and fence installed by BSOS. This shall include, but not be limited to, damage from rodents, ground erosion, ruts from equipment, or any other repairs of the turf and fence. City will take care of weeds.

Additional Considerations:

1. BSOS requests that City notify BSOS of any damage or irregularities on the field as soon as the issue is known and allow BSOS field consultant to inspect the fields with the City representative and determine the most effective way to fix the issue.
2. Review of field with City/BSOS representative and field consultant no earlier than March 1 and no later than March 31
3. Prep work review with BSOS and City on or before May 15
4. City/BSOS agree to BSOS' final prep work for field and field maintenance during camp on or before May 15
5. City/BSOS will review field prior to turn over back to City - within 3 working days after camp ends, which shall occur no later than August 31 of each year.

g. BSOS to erect perimeter and interior sports fence panels in and around the Fields. This includes fencing to delineate the marketing area ("Midway") and to delineate infield fencing for "autograph" alley and "VIP" field areas. Said fencing shall be at the sole cost and expense of BSOS. BSOS and the City agree to enter separate discussions should BSOS want to add permanent fencing at BSOS' cost.

h. City agrees that BSOS shall have the right to hang banners, signs, and other similar materials ("materials") within the Facilities advertising its sponsors, provided materials shall not advertise any alcoholic beverage (except beer and wine), tobacco products, or illegal products. BSOS shall pay the costs of producing and installing such materials and shall remove them prior to the end of the annual Training Camp Window.

i. City shall have the right to place five (5) banners advertising Training Camp sponsors of City or City amenities. City shall have the right to contract with local partners to secure Training Camp sponsors. City agrees none of such sponsors shall be a competitor of any of BSOS' sponsors. City's banners shall not exceed three feet by ten feet. City shall retain any funds received from the five (5) City sponsors' banners. Such banners of City and its sponsors shall be of the same size and

quality as the banners for BSOS' sponsors and shall be placed in locations designated by BSOS, but in comparable locations to BSOS' sponsors' banners. Such banners of the City and its sponsors and their placement shall be subject to BSOS approval. City shall pay the cost of producing and installing such materials and shall remove them prior to the end of the annual Training Camp Window.

j. City and BSOS shall mutually agree upon the costs, expenses, and provider of bleachers (to be procured and installed by BSOS) of the bleachers for training camp. The bleachers shall be provided for a minimum of 2,000 fans at training camp each year. The City shall be responsible for 50% of the cost of such bleachers up to a not to exceed amount of Sixty Five Thousand U.S. Dollars (\$65,000.00) per year. The placement of bleachers shall be determined in the Site Plan. All bleachers shall meet the City's permit requirements, which include ADA access.

3. DESCRIPTION OF USES/TIMES.

a. City grants BSOS the use of the Facilities for the conduct of its Training Camp as typically conducted, the sale of souvenirs, BSOS Experiences and any other lawful use which is not a nuisance.

b. BSOS may use the Facilities twenty four (24) hours a day, seven days a week during the Training Camp Window. BSOS use of the Facilities shall not violate the City's sound regulation ordinance as prescribed in Article XI of Chapter 7 of the Oxnard City Code.

c. Beginning with the first day of the Training Camp Window, City agrees to make available reasonable storage space at the Facilities for certain BSOS equipment to be used at Training Camp.

d. BSOS, at BSOS sole expense, agrees to obtain all Ventura County and City permits required for remote activations with mobile units (e.g., Merchandise Trucks, Hall of Fame trailer, etc.) at locations in and around Oxnard.

i. BSOS must submit appropriate permit (TUP) applications at least two (2) weeks in advance for each event with reasonable cooperation with the City.

ii. BSOS shall be responsible for security and Fire/EMS costs associated with events outside of training camp (i.e., Beach Day).

4. EVENT STAFF.

City shall provide the following event staff at the Facilities. For purposes of this section, event staff shall include paid city staff ("city staff") and unpaid volunteers ("volunteers")

a. At each practice session:

(1) One (1) event staff person for each fifty (50) fans in attendance, but no less than twenty event staff persons.

(2) No less than ten (10) or more than twenty (20) parking attendants and traffic controllers.

(3) No less than two (2) miscellaneous volunteers to be dispatched to locations designated by BSOS.

(4) At least one (1) meal, but no more than two (2) meals, for all volunteers per practice based on scheduled shift. See other Agreement sections concerning 50/50 cost share between BSOS and City for these meals.

b. All volunteers shall be the responsibility of the City. City staff shall oversee all scheduling, assignments, and communication with the volunteers. If BSOS has requested volunteer tasks, such requests shall be communicated via BSOS to the designated City staff responsible for volunteers.

c. All event staff shall report to their stations at an appropriate time prior to each practice determined by designated City staff, but shall report no later than one (1) hour prior to public gates opening.

d. City will conduct a training session for all volunteers during the week prior to the commencement of team practices, with the assistance and input of BSOS Training Camp designee.

e. All volunteer event staff and parking attendants/traffic controllers shall receive a t-shirt designating them as such to be supplied by BSOS at no cost to the City. At least once during each training camp year, BSOS shall host a volunteer appreciation event to be determined by mutual agreement between the City and BSOS.

f. For each Opening day Ceremony, City of Oxnard Officials attending Opening Day Ceremonies shall wear a Dallas Cowboys branded top (e.g. polo shirt, t-shirt, sweatshirt) and BSOS shall provide such a top for that year.

g. No volunteer event staff may be under the influence of, show evidence of having recently consumed, or be in possession of alcohol and drugs. Furthermore, all volunteer event staff acknowledge and agree that smoking and vaping shall be prohibited while performing volunteer activities.

h. Providing that this is for a nondiscriminatory and/or lawful reason, BSOS, in its sole discretion, may require the City to remove any City volunteers from the Facility and to prevent such City volunteers from providing the services, including without limitation, a City volunteer's failure to perform, failure to follow Facility's safety and operational procedures, association with unlawful acts, or repeated violations of this Agreement.

5. SECURITY STAFF AND PUBLIC SAFETY OFFICERS.

a. BSOS and City shall mutually in good faith confer and agree on the number of persons, hours, and locations of armed, uniformed police officers providing security at the Training

Camp sessions. The final determination concerning the appropriate number of public safety officers shall be made by the City, acting reasonably, in consideration of the health, safety, and welfare of the public. City agrees to pay the costs of police officers.

b. BSOS agrees to select and manage the staff of a private security company to provide security throughout the Training Camp Window. BSOS and City shall mutually agree to work together and utilize BSOS private security if necessary to offset City parking attendant staffing shortages as a result of the training camp schedule extending into the school year.

c. BSOS and City agree that at least one security person shall be on the Facilities for 24 hours each day.

d. BSOS agrees to pay the costs of the security staff. Security staff shall be at a reasonable level using the 2024 Training Camp as a benchmark.

e. BSOS shall be responsible for the cost of public safety and security for such events when conducted at locations other than the Facility.

6. LIMITS ON BSOS' USE.

BSOS shall not use or permit the Facilities or any part thereof to be used for any purpose or purposes other than the express purpose or purposes for which the use of the Facilities is granted to BSOS in this Agreement.

7. PROHIBITED ITEMS AT THE FACILITIES.

BSOS agrees that smoking and vaping shall be prohibited at the Facilities. BSOS shall not sell or permit to be kept, used, displayed, or sold in or about the Facilities any:

- a. Article that may be prohibited by standard forms of fire insurance policies;
- b. Cannabis products;
- c. Tobacco products;
- d. Firearms or weapons listed in Section 16590 of the California Penal Code; or
- e. Illegal narcotics or drugs as defined in the California Penal Code.

8. TICKET BOOTHS, CONCESSIONS, SOUVENIRS.

a. City hereby grants to BSOS the right to operate ticket booths and souvenir stands within the Facilities. BSOS shall retain one hundred percent (100%) of revenues generated by BSOS' use of the Facilities, including the sale of BSOS and National Football League merchandise. BSOS must pay the City's sales tax.

b. BSOS agrees City may authorize and operate food concessions. City shall retain all revenues from the sale of concessions generated by food vendors at the Training Camp. BSOS

agrees that City may share such revenues with any public or private organizations at City's discretion. The City's concessions (food type and pricing) must be agreed upon by BSOS. City shall provide food information and pricing to BSOS no later than June 15 of each year. The parties shall mutually agree on a solution should the City be unable to provide an adequate food vendor.

c. Any tents set up by the City (i) shall withstand the building code requirements for extreme weather as set by the City and the state of California as it relates to temporary tent and tent-like structures (ii) contingent upon size regulations under law, shall withstand extreme weather including extreme windspeeds (e.g., in excess of 75mph) and (iii) shall be aesthetically similar to any BSOS tents (e.g., single story structured tent).

d. City agrees to cause concession vendors to use the sponsored beverages approved by BSOS each year.

e. City and BSOS agrees Oxnard Police Activities League (PAL) non-profit may operate beer concessions during the Training Camp at areas mutually agreed upon by BSOS and City, and identified in the site plan. PAL must provide appropriate security for up to two (2) beer concessions in the Midway. BSOS may request additional beer concessions in any BSOS VIP areas. Terms, conditions, security, and payment of product for more than two concession areas must be agreed upon in a separate agreement between BSOS and PAL. BSOS is responsible for the cost of security and product for beer concession areas in BSOS VIP area. BSOS and the City shall not pay any costs associated with the beer concessions located in the Midway. BSOS shall submit requests in writing to PAL representatives no later than sixty (60) days prior to the start of the Training Camp Window.

f. BSOS, at their sole cost and expense, may erect on the Facilities: (1) a set up for "The Dallas Cowboys Experience" including interactive activities and other Cowboys-related events, including a "Hall of Fame"; (2) souvenir booths for the sale of Cowboys-related merchandise; (3) tents and other structures for entertainment of its sponsors and VIP guests; and (4) media tents and structures. BSOS will be responsible for staffing such areas and the removal of same prior to the end of the Term. Notwithstanding the above, any volunteer staff provided by the City for the media and VIP areas shall be the responsibility of the City. BSOS agrees that City is not liable for the damage, loss, theft, or destruction of any item displayed in the "Hall of Fame." BSOS agrees to obtain all Ventura County and City permits required for the operation of such areas with the reasonable cooperation of City.

g. BSOS agrees that City may charge a (mutually agreed upon) fee for parking on the Facilities. City shall be solely responsible for management and control of such parking. City shall receive one hundred percent (100%) of the parking revenues.

h. City shall designate 250 parking spaces for BSOS's VIP parking on Saturdays and Sundays and 150 BSOS VIP spaces during weekdays. Requests for additional spaces on weekdays must be provided on a daily basis and cannot be a blanket request at the start of Training Camp. Said requests must be received at least 24 hours prior to the needed day. BSOS VIP Parking shall be provided for BSOS VIP guests, corporate sponsors, and media. BSOS VIP Parking is not intended to support VIP guests of City, Hotel, Ventura County Lodging Association, or Oxnard

Convention & Visitors Bureau.

g. BSOS agrees that the City may advertise and market the training camp event in conjunction with the West Ventura County Business Alliance, the Oxnard Convention & Visitors Bureau, and Ventura County Lodging Association through the use of various media methods, so long as such advertising and marketing is pre-approved by BSOS. City agrees that BSOS may, at its discretion, create, market, and merchandise a training camp logo each year which incorporates the City of Oxnard name and logo in conjunction with BSOS logo and/or name.

9. [RESERVED]

10. STANDARDS OF QUALITY.

Both parties and their representatives, agents, servants, employees and assigns shall at all times be courteous, polite, and shall not engage in what would be universally considered offensive conduct.

11. MAINTENANCE AND REPAIR.

a. City shall keep and maintain the Facilities in a good, neat, clean and orderly condition and state of maintenance and repair, including but not limited to maintaining plumbing, irrigation, HVAC and carpets. Such maintenance and repair shall be at a reasonable level using prior Training Camps as a benchmark for maintenance. Without limiting the generality of the foregoing, maintenance and repair shall include all equipment or facilities serving the Facilities, such as walls (interior or exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, about, or adjacent to the Facilities that are not the property of the Hotel.

b. With the exception of items identified in Section 2-f of this Agreement, and solely during Training Camp, City shall be responsible for fifty percent (50%) of the cost of such maintenance and BSOS shall be responsible for fifty percent (50%) of the cost of such maintenance. Cost of maintenance shall be determined based on actual cost of material and contract labor and the "loaded" payroll rate for City employees. Notwithstanding the above, BSOS shall be responsible for any repair cost caused by the negligence or misconduct of its Players or its employees. All maintenance costs should include invoices and receipts.

c. City's routine maintenance and repair shall include on a daily basis the removal of debris from the bleachers, walkways and Fields following practice sessions, and cleaning of the bleachers. Trash will be picked up from the bleachers area and Midway after each practice session and from the entire Facilities at the end of each day, and disposed of. City's routine maintenance shall not include any Hotel property that the City does not occupy, including the Hotel tennis court VIP area utilized by BSOS or other groups.

d. BSOS shall contract with a custodian vendor for cleaning of the locker room building. City shall provide supplies (i.e., trash bags and gloves) for said vendor.

12. BSOS EVENTS AND DONATIONS.

a. BSOS agrees to cooperate with City in planning and conducting one (1) free cheerleading clinic and will use best efforts to conduct one (1) free youth football clinic. BSOS shall provide City with notice of these events no later than June 15 with the final Training Camp Window schedule. City will be responsible for providing reasonably adequate security for such events. BSOS and City shall mutually and reasonably agree to the terms, conditions, date and time of this clinic. BSOS shall provide the clinic registration list to the City 48 hours in advance of the clinic.

b. The Gene and Jerry Jones Foundation shall donate annually during the term of this agreement Twenty Five Thousand U.S. Dollars (\$25,000.00) to the City, and the City shall select the appropriate charitable uses to appropriate the funds.

c. City and BSOS agree to provide meals to event staff volunteers on each day of the Training Camp. City agrees to pay fifty percent (50%) and BSOS agree to pay fifty percent (50%) of the cost of such meals.

13. REPRESENTATIVES OF CITY AND BSOS.

City hereby designates the City Manager as the person responsible for administration of this Agreement. Unless otherwise notified by BSOS, BSOS hereby designate Jason Cohen as the person responsible for administration of this Agreement and Training Camp.

14. AMPLIFIED SOUND SYSTEM.

Both parties agree and understand that BSOS uses amplified sounds (such as music, microphones, etc.), however BSOS agrees that such amplified sound system will be used in a manner that complies with Article XI of Chapter 7 of the Oxnard City Code and minimizes the impacts of sound from BSOS' use of the Facilities on the neighborhoods surrounding the Facilities.

15. RESPONSIBILITIES OF CITY.

a. City agrees to reasonably cooperate with and assist BSOS to enable BSOS to accomplish BSOS' responsibilities as set forth in this Agreement.

b. City shall reasonably assist BSOS to obtain approval from the Point Mugu Naval Base for BSOS charter airplane to land at such base if requested.

c. City shall coordinate police escort and police security during TSA inspection upon team arrivals and departures, where applicable, per NFL standards. BSOS shall pay City for this service. If police is required to request services from outside agencies for the TSA inspection (i.e., K9 bomb sniffing dog), BSOS shall pay the cost to that agency.

d. In addition to its other responsibilities, City agrees to:

(1) Pay for all electrical, gas, water, and sewer utility charges at the Facilities.

- (2) Provide staffing for on-site parking.

16. PERMITS, LICENSES, CERTIFICATES.

a. BSOS, at BSOS' sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with BSOS' use of the Facilities under this Agreement, including, if required by law, a business license from City. City will fully cooperate with BSOS in acquiring such permits, licenses and certificates.

b. BSOS shall provide a master vendor list of those that will be responsible for City permits by May 15th.

c. Contractors of BSOS shall submit permit applications to the Building Division by May 15th to allow time to complete the plan check review process and permit issuance prior to commencing work.

d. BSOS, or their designee, shall submit plans consistent with California Fire Code Section 403.11-403.11.3.3 (Special Requirements for Public Safety) and Ventura County Emergency Medical Services Agency Policy 132 EMS Coverage for Special Events or Mass Gathering to the Emergency Services Authority (EMSA). Costs associated with Fire/EMS services and permits shall be borne to BSOS.

e. Permits will only be issued to licensed contractors. Contractors must obtain all necessary business licenses from the City.

f. Temporary power will not be released until all permit applications have been submitted. The Temporary Use Permit (TUP) will not be released until all permits have been issued.

17. DISCHARGE OF CLAIMS, LIENS AND TAXES.

a. BSOS shall discharge or provide for the discharge of all claims that BSOS may have authorized or incurred for labor, materials and supplies furnished for or in connection with the Facilities and pay all taxes, assessments or other governmental charges lawfully levied or assessed upon or in respect to its use of the Facilities or any part thereof or upon any of its revenues therefrom, except taxes otherwise payable by City.

b. BSOS agrees to keep and shall keep the Facilities free and clear of any mechanic's or materialmen's lien or other liens of any kind or nature for any work done, labor performed, or materials or supplies contracted for by BSOS.

18. INDEMNITY.

a. City agrees to indemnify and hold harmless BSOS, its officers, affiliates, owners,

directors, partners, agents and employees from and against any and all claims, demands, obligations, causes of action (including pre-lawsuit court orders), losses, lawsuits and all other damages, liabilities (determined by verdict, judgment or good faith settlement of a claim), fines, judgments and reasonable costs and expenses associated therewith (including the payment of reasonable attorney fees and disbursements) of defending a claim of liability (together "Losses") to the extent such Losses arise out of: (1) the City's performance of services or actions taken by City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and warranty herein; and (3) the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement. The obligations to indemnify contained in this section shall survive the expiration or termination of this Agreement. For the avoidance of doubt City will hold BSOS, Dallas Cowboys Football Club, Ltd., Pro Silver Star, Ltd., Cowboys Stadium, L.P., Dallas Cowboys Merchandising, Ltd., and their officers, affiliates, owners, directors, partners, agents and employees (the "Released Parties") harmless (and will not sue any named entity herein) in connection with any injuries or Losses suffered by City in connection with this Agreement (and its performance under this Agreement) provided, however, this release and hold harmless shall only apply to the extent such Losses arise out of: (1) the performance of services or actions taken by City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and warranty herein; and (3) the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement.

b. To the fullest extent permitted by law, BSOS shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, officials, agents, and employees (the "Indemnified Party") from and against all liabilities, claims, demands, obligations, causes of action (including pre-lawsuit court orders), losses, lawsuits and all other damages, liabilities (determined by verdict, judgment or good faith settlement of a claim), fines, judgments and reasonable costs and expenses associated therewith (including the payment of reasonable attorney fees and disbursements) of defending a claim of liability regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Cowboys Training Camp, the Dallas Cowboys Experience, and/or the sale of tickets or concessions; (ii) BSOS' use of the Facilities for the purposes set forth herein; and (iii) BSOS performance or nonperformance of 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.

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

attorneys' fees and defense costs.

d. This Section shall survive the termination of this Agreement and the license granted hereunder. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

19. INSURANCE.

a. BSOS shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit A attached hereto and incorporated in full herein by this reference, issued by a company reasonably satisfactory to the Risk Manager, provided that such insurance coverages shall have limits of Five Million U.S. Dollars (\$5,000,000) for general liability and One Million U.S. Dollars (\$1,000,000) for automobile coverage.

b. BSOS shall, prior to performance the start of each Training Camp Window, file with the Risk Manager evidence of insurance coverage as specified in Exhibit A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit A.

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

d. In addition to all other City requirements, all endorsements must contain the following identification information: the policyholder, the insurer, the date of issuance, the policy number, and the identification of the authorized agent.

20. PAYMENT OF ESTIMATED EXPENSE.

a. On or prior to the first day of each year's training camp, BSOS will pay to the City half the sum of \$25,000 for a two (2) week training camp, or \$50,000 for a three (3) week training camp, or \$75,000 for a four (4) week training camp ("Costs"), which represents a good-faith estimate of the total sum to be paid to the City under this Agreement.

b. Invoices paid by BSOS shall be submitted to the City within thirty (30) days of the end of Training Camp. At the conclusion of training camp, City will provide BSOS with a final reconciling invoice, inclusive of invoices paid directly by BSOS and City. Upon receipt, BSOS shall pay the remaining sum which shall not exceed the Costs totaled above. Payment of the amount shown on the invoice minus the specified prepayment shall be made within 120 days of the last day of training camp.

c. All expenses identified in the Agreement as the sole cost and expense of BSOS shall be billed directly to BSOS separately and in addition to the total expense referenced in this section.

d. Any City service requests by BSOS that are not defined in this contract shall be billed to BSOS at their sole cost and expense.

e. Reference Exhibit C (expenses) for further breakdown of responsibilities between the parties.

21. CITY NOT A BAILEE.

BSOS understands and agrees that City does not in any way purport to be a bailee hereunder and provided City provides the security services provided under Paragraphs 4 and 5 above, is in no way responsible for BSOS' lost, stolen, or damaged property unless City or its agents take possession of BSOS' property.

22. INDEPENDENT CONTRACTOR; ADMINISTRATION OF PERSONNEL.

City shall not have any control over the manner, mode, or means by which BSOS and its officers, officials, agents, subcontractors, subconsultants and/or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of BSOS' employees, officers, officials, agents, subcontractors and/or subconsultants, or in fixing their number, compensation or hours of service. BSOS shall perform all services required herein as an independent party of City and shall remain at all times as to City a wholly independent party with only such obligations as are consistent with that role. BSOS shall not at any time or in any manner represent that BSOS or any of its employees, officials, officers, agents, subcontractors and/or subconsultants are employees, officials, officers, agents, subcontractors and/or subconsultants of City. City shall not in any way or for any purpose become or be deemed a partner of BSOS in any business or otherwise or a joint venture or a member of any joint enterprise with BSOS.

All BSOS' employees who perform services in conjunction with or for City pursuant to this Agreement shall remain employees of BSOS and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any BSOS personnel performing services hereunder. As used in this Agreement, the term "employees" includes but is not limited to players on BSOS' football team.

23. CONFLICT OF INTEREST.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested in violation of any State Statute or regulation. BSOS warrants that BSOS has not paid or given and shall not pay or give any third party any money or other material consideration for obtaining this Agreement.

24. ASSIGNABILITY OF AGREEMENT.

The experience, knowledge, capability and reputation of BSOS, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, neither this Agreement

nor any interest herein may be transferred, assigned, conveyed, sublet, hypothecated or otherwise transferred voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City, which approval the City can withhold at its sole discretion.

25. SUCCESSORS AND ASSIGNS.

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

26. FAIR EMPLOYMENT PRACTICES.

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

b. BSOS agrees that, during the performance of this Agreement, BSOS and any other parties with whom BSOS may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

27. FORCE MAJEURE.

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

28. SURRENDER OF POSSESSION.

a. BSOS agrees to yield and deliver peaceably to City the possession of the Facilities promptly at the end of each Training Camp Window and on the date of termination of this Agreement, whether termination is for cause, expiration or otherwise.

b. Except as otherwise provided in this Agreement, BSOS shall have the right at the end of or during any Training Camp Window to remove its equipment, supplies, furnishings, inventories, removable fixtures and other personal property from the Facilities at BSOS' own expense and without damage to the Facilities. If BSOS does not remove the equipment, supplies, furnishings, inventories, removable fixture and other personal property after request by the City, the City shall have the right to remove the equipment, supplies, furnishings, inventories, removable fixtures, and other personal property and store it at BSOS' sole cost and expense.

c. No agreement of surrender or acceptance of surrender of possession of the Facilities shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of City and BSOS. Except as expressly provided in this Paragraph, neither the doing of, nor omission of, any action or thing, by any of the officers, agents, or employees of City shall be deemed an acceptance of surrender of possession of the Facilities.

29. TIME OF ESSENCE.

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

30. COVENANTS AND CONDITIONS.

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

31. GOVERNING LAW.

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

32. COMPLIANCE WITH LAWS.

BSOS agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to this Agreement and during all operations of the Facilities conducted by BSOS.

33. SEVERABILITY.

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

34. WAIVER.

City and BSOS agree that no waiver of a breach of any provision of this Agreement by City or BSOS shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of City or BSOS to enforce at any time, or from time to time, any

provision of this Agreement, shall not be construed as a waiver of such provision or breach.

35. COUNTERPARTS.

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

36. AUTHORITY TO EXECUTE.

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

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

37. NOTICES.

a. Any notices to BSOS may be delivered personally or by mail addressed to Blue Star Operations Services, LLC, Attention: Jason Cohen, General Counsel, One Cowboys Way, Frisco, Texas 75034.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Office, 300 West Third Street, Oxnard, California 93030, Attention: Alexander Nguyen, City Manager, with a copy to Stephen Fischer, City Attorney, 305 W. Third Street, Suite 105E, Oxnard, California 93030.

38. AMENDMENT.

City and BSOS agree that the terms and conditions of the Agreement may be amended at any time; however, any such amendments shall be effective only when agreed to in writing by Manager and BSOS.

39. ENTIRE AGREEMENT.

City and BSOS agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written with the exception of the license agreement made by and between City and BSOS effective April 12, 2023.

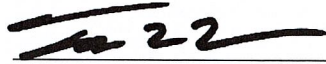
(one signature page follows)

CITY OF OXNARD

**BLUE STAR OPERATIONS SERVICES,
LLC**

☐ Luis Mc Arthur, Mayor Date
☐ Jennifer Yates,
Purchasing Manager

_____
Jason Cohen, 06/05/2025
General Counsel Date

_____
Tom Walker, CFO 06/05/2025
Date

ATTEST:

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

APPROVED AS TO FORM:

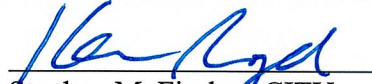
 6/5/25
Stephen M. Fischer, CITY Date
Attorney (always required)

Exhibit A - Insurance Coverages

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

3. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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-I.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

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		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
TYPE OF INSURANCE		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:	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		CITY AGREEMENTS/PERMITS	
COVERAGES		OTHER PROVISIONS	
LIABILITY LIMITS IN THOUSANDS \$			
EACH OCCURRENCE		AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

Exhibit B – Site Plan

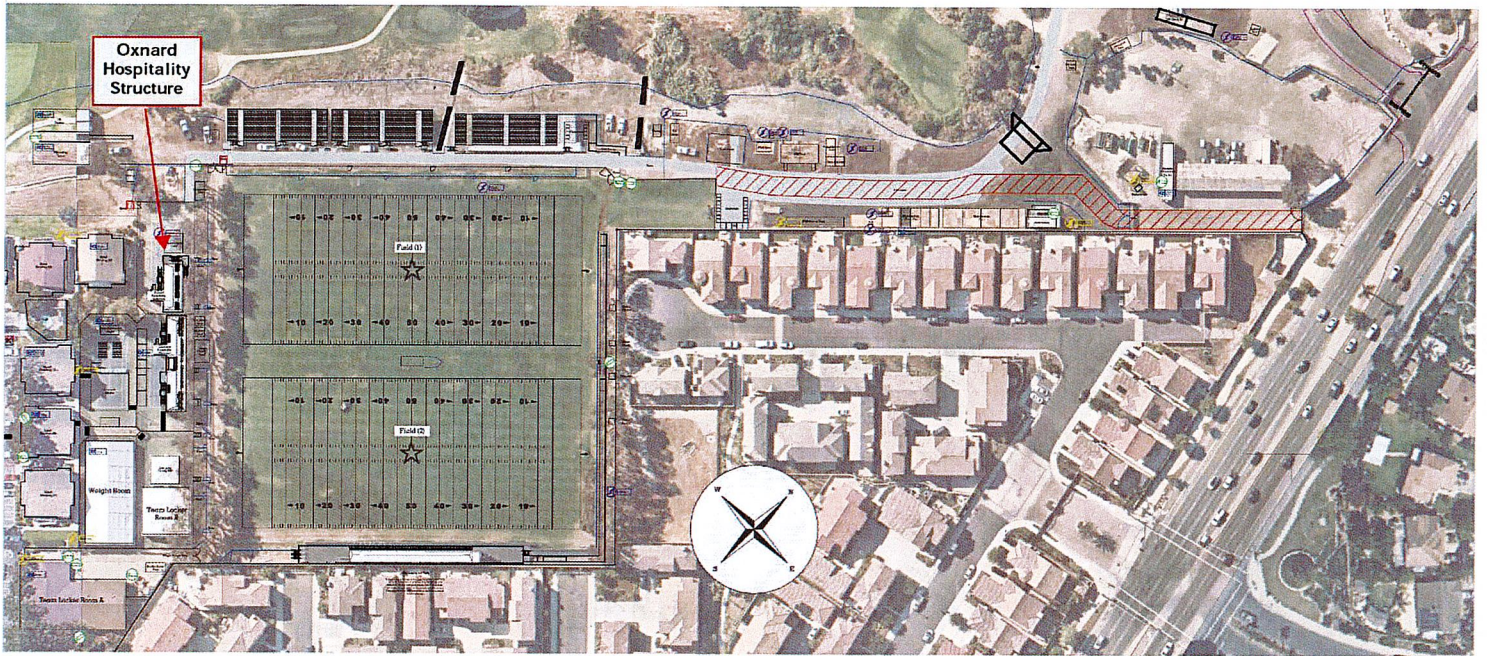


Exhibit C - Expenses

In accordance with the terms set forth in the Agreement and its exhibits, BSOS shall be responsible for the expenses as outlined herein this Exhibit C. Unless otherwise defined in this Exhibit C, all defined terms shall have the meaning defined in the body of the Agreement to which this exhibit is attached

BSOS shall be responsible for 100% of the cost and expense of the items below:

1. City service fees (i.e. Police, Fire/EMS, Recreation staff and supply costs) associated with open practices or public activities added after the timeframe as defined in Section 1-d of this Agreement.
2. All costs related to BSOS use of the Hotel property, including security fencing within the Hotel property that is compliant with City Code defined in Section 1-h of this Agreement.
3. Field Maintenance costs as defined in Section 2-f of this Agreement, to be paid by BSOS within thirty (30) days of receipt.
4. Removal of alterations or fixtures in the Facilities, or damages caused by removal of alterations or fixtures in the Facilities, as defined in Section 2-c of this Agreement.
5. Transportation and storage of BSOS weight equipment if City needs use of the Locker Room Building outside of the Training Camp Window as defined in Section 2-d of this Agreement.
6. The cost and expense of perimeter and interior sports fence panels as defined in Section 2-g of this Agreement.
7. Private security as defined in Section 5-d of this Agreement.
8. Public safety and security (i.e., Police Officers, Fire Personnel, and EMS) for BSOS events conducted at locations other than the Facility, as defined in Section 5-e of this Agreement.
9. Costs associated with beer sales in BSOS VIP areas when requested by BSOS (through Oxnard Police Activities League) as defined in Section 8-e of this Agreement.
10. Expenses associated with the set up for "Dallas Cowboys Experience," souvenir merchandise areas, or tents and structures for entertainment of sponsors and VIP guests as defined in Section 8-f of this Agreement.
11. BSOS contract costs for custodian vendor for cleaning of the Locker Room Building as defined in Section 11-d of this Agreement.
12. \$25,000 donation to the City from the Gene and Jerry Jones Foundation, as defined in Section 12-b of this Agreement, to be added to the final reconciliation invoice (Section 20).
13. Police escort, police security for TSA, or outside agency services related to TSA inspection as defined in Section 15-c of this Agreement.
14. Permit, license and certificate fees (i.e., Building Permits, Fire Permits, EMS Fees, Business License Fees) as defined in Section 16-a of this Agreement.
15. BSOS shall be responsible for payment of a fixed amount based on the length of the Training Camp as defined in Section 20-a of this Agreement.
16. City service fees (i.e., Police, Fire/EMS, Recreation staff) for BSOS requests outside of Training Camp while in the City (e.g., Beach Day or other scheduled outings) as defined in Section 20 of this Agreement.

Through the final reconciliation invoice process, BSOS shall be responsible for cost sharing associated with the following expenses:

1. Cost and expense of bleachers, with the City paying no more than Sixty Five Thousand U.S. Dollars (\$65,000.00) as defined in Section 2-i of this Agreement.
2. 50% of the maintenance and repair of the Facility as defined in Section 11-a of this Agreement.
3. 50% of the volunteer meals as defined in Section 12-c of this Agreement.

In accordance with the terms set forth in the Agreement and its exhibits, City shall be responsible for the expenses as outlined herein this Exhibit C. City expenses ("City Expenses") shall be as follows:

1. Electrical power for the Locker Room Building and Dean's Yard as defined in Section 1-a of this Agreement.
2. Traffic Equipment & Signs provided by the Streets Division and Police Department as defined in Section 1-a of this Agreement.
3. Costs associated with Dean's Yard clean up, paving Parking Lot and Midway as defined in Section 1(i) of this Agreement.
4. Field Maintenance as defined in Section 2-f of this Agreement.
5. 50% of the cost and expense of the bleachers as defined in Section 2-i of this Agreement.
6. Police services for the Training Camp session as defined in Section 5-a of this Agreement, unless otherwise defined as the responsibility of BSOS through this Agreement or Exhibit.
7. 50% of the maintenance and repair of the Facility as defined in Section 11-a of this Agreement.
8. Supplies for BSOS custodial vendor as defined in Section 11-d of this Agreement.
9. Police services associated with Cheerleading Camp or Youth Football Camp as defined in Section 12-a of this Agreement.
10. 50% of the volunteer meals as defined in Section 12-c of this Agreement.
11. Electrical, gas, water, sewer and utility charges at the Facility as defined in Section 15-d(1) of this Agreement.
12. Costs associated with parking attendants for the Parking Lot within the Facility as defined in Section 15-d(2) of this Agreement.
13. Ventura County Health Department permit fees for food concessions.

Agreement A-8587 with Blue Star Operations Services, LLC (Dallas Cowboys) for 2026 - 2030 Dallas Cowboys Training Camp

City Council
July 1, 2025

Samantha Shapiro, Project Manager



RECOMMENDATION

2

That the City Council approve and authorize the Mayor to execute an agreement with Blue Star Operations Services, LLC (Dallas Cowboys) [A-8587] for the Use of City Facilities for the 2026 - 2030 Dallas Cowboys Training Camp.



BACKGROUND

3

- Since 2001, Cowboys have hosted 19 training camps in the City of Oxnard at the River Ridge Playing Fields
- Training camp provides a free opportunity for fans to watch their team practice before the season
- 2024's DCTC saw approximately 24,500 attendees over 17 training camp days, including weekends and a scrimmage with the L.A. Rams
- Free Cowboys Cheerleading Camp for youth hosted each year
- Existing agreement was executed in April 2023 for a term of three years (2023 - 2025) and expires in August 2025



DISCUSSION

4

- Recommended agreement is for a term of five-years, from 2026 - 2030, granting Cowboys exclusive use of River Ridge Playing Fields facility from March 1st - August 31st each year
- City's responsibilities include providing public safety services, overseeing parking responsibilities, managing volunteers, general maintenance of the facility, and coordinating food vendors
- Cowboys' responsibilities include securing permits and licenses, maintaining field during camp, providing private security, and providing custodial services for the locker room



DISCUSSION

5

- DCTC provides economic activity to the City through sales tax revenue and overnight stays at local hotels and short term rentals
- DCTC is promoted by tourism partners through digital and print media and amplifies overall awareness of Oxnard as a destination
- 2019 economic analysis led by Ventura County Coast in partnership with Visit Oxnard found that camp attendees generated \$3.6M in direct spending for the local region, 98% coming from non-residents



FINANCIAL IMPACT

6

- City receives a flat rate payment for use of the River Ridge Playing Fields facility and associated services based on the length of DCTC. Staff anticipates receiving \$75,000 each year for a four (4) week training camp.
- Additional revenue opportunities include parking revenue, banner sponsorship, and food vendor(s). In addition to permit fees, estimated annual revenue is **\$175,000** for a four (4) week camp.
- In addition to staff support, City expenses include 50% of the bleachers' cost, maintenance supplies, a contract with the Police Explorers, and 50% of volunteer meals. Estimated **hard costs** for a four (4) week camp are **\$108,000**.



THE END



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: July 1, 2025

TO: City Council

FROM: Eric Sonstegard, Assistant City Manager, (805) 385-7478, eric.sonstegard@oxnard.org

SUBJECT: City of Oxnard Annual Investment Policy for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION

That City Council adopt a resolution approving the FY 2025-26 Investment Policy for the City of Oxnard, and provide direction regarding delegation of investment authority.

(This item was considered by the Finance and Governance Committee on May 27, 2025, and has been revised to reflect comments received at the Committee meeting.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LIS8u88_oNQ

BACKGROUND

California Government Code (CGC) Section 53646 establishes that a treasurer or chief fiscal officer may annually render an investment policy to be considered at a public meeting. The City of Oxnard's Fiscal Year 2024-25 Investment Policy sections 21.0 and 23.0 provide that the investment policy shall be reviewed regularly and adopted by City Council by resolution.

CGC Section 53607 establishes that the City Council may delegate its authority to invest or to reinvest City funds, for a one-year period to the City Treasurer.

CGC Section 53060 allows the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice on financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.

CGC Section 37103 allows the legislative body of the City to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

In July 2024, the City Council adopted a resolution delegating investment authority to the Chief Financial Officer (CFO) after external auditors had found repeated instances of the City Treasurer's non-compliance with both the California Government Code and the City's Investment Policy. Additionally, staff had also identified certain CGC and Investment Policy requirements that were not being followed by the City Treasurer in the mandated periodic reporting to Council, and thus the CFO has complied with these requirements in the reporting to City Council for the last fiscal year.

DISCUSSION

The proposed City of Oxnard FY 2025-26 Investment Policy (Policy) includes minor typographical changes compared to

the policy adopted in FY 2024-25, an updated list of broker-dealers, and changes in the delegation of investment authority, that remains with City Council. Staff has checked publications from the California Debt and Investment Advisory Commission (CDIAC) to identify legislative changes that should have been referenced in the investment policy and did not find any relevant updates at this time.

The Policy outlines procedures and guidelines for managing surplus funds in a fiscally responsible manner. The Policy encompasses those funds over which the City exercises fiscal control, stipulates allowable and unallowable investment alternatives, establishes parameters for selecting broker/dealers and financial institutions with which the City may do business, and prioritizes the City's public funds management objectives of safety, liquidity, and yield. The Policy also mandates review and approval by the City Council at least annually or whenever significant changes occur.

At the May 27th Finance & Governance Committee, staff recommended that the City Council adopt a resolution delegating to the CFO the authority to invest City surplus monies within the parameters of the City's Investment Policy. The CFO is a competent professional with multiple years of experience in treasury, investment and debt management in private and government entities, and staff believes this delegation complies with CGC 37103 allowing for "any specially trained and experienced person...for advice in financial, economic, accounting, engineering, legal, or administrative matters."

After Councilman Starr commented that he "does not believe we can legally do this" and due to the high frequency of litigation from Councilman Starr over the past several years, which has caused the City and its taxpayers to incur significant legal expenses even when the City prevails in litigation, staff conducted additional research into this issue. Delegation to the CFO would provide continuous adherence to compliance with the City's adopted Policy, as well as the reporting requirements established by CGC Section 53646(b)(1) to ensure transparency in the decision-making process related to investments through regular reporting to City Council. Although other public agencies delegate investment authority, either to a treasurer, CFO, or other qualified finance officer, the City faces a unique circumstance. Councilman Starr has publicly asserted that delegation of this authority to the CFO would violate California law, citing CGC Section 53607, which, in his opinion, limits delegation to the City Treasurer or requires the Council to retain such authority.

Staff recommends that the City Council choose to retain its investment authority. To support this approach, the CFO would continue to prepare and present monthly investment reports and would seek Council authorization for specific investment actions, as appropriate, and present the transactions monthly for review and ratification. This process would ensure prudent and transparent investment management while protecting the City from potential legal exposure and preventing a return to the noncompliant practices by the City Treasurer detailed below.

Staff has identified three (3) alternative investment authority options City Council may wish to consider if it decides to delegate its investment authority:

1. The City Council may adopt a resolution delegating to the CFO the authority to invest City surplus monies within the parameters of the City's Policy.
 - a. This would provide continuity with what has occurred the last twelve (12) months and is consistent with the majority of cities within the Tri-County area (14 of 17 cities surveyed delegate the investment authority to the Finance Director).
2. The City Council may contract with and employ a financial professional to conduct investments on behalf of the Council.
3. The City Council may adopt a resolution that delegates its authority to invest or to reinvest City funds, for a one-year period to the City Treasurer.
 - a. Staff does not recommend this option based on continuous and repeated issues identified by external auditors to include:
 - i. Errors in processing investment trades due to the City Treasurer sending duplicated tickets to staff or forgetting to send the tickets to staff, resulting in:
 1. \$1 million being tied up until a refund was issued after the same trade settlement was processed twice.
 2. The City incurred \$750 in penalty fees from US Bank for delaying a trade settlement by 4-5 days.
 - ii. Noncompliance with the City's Investment Policy
 1. The Policy allows for the investment of up to 30% of surplus funds in negotiable CD's limited to institutions rated AA or better by Moody's or AA- or better by S&P.
 - a. In 2021, the City's investment portfolio included deposit notes rated below AA- by S&P.

2. The Policy allows for the investment in medium-term notes issued by corporations organized and operated within the United States. Securities eligible for investment must be rated in a rating category of “A” or its equivalent or better by a nationally recognized rating service.

a. In 2023-2024, auditors observed that \$2.8 million of medium-term notes were rated BBB+, which does not align with the City’s Investment Policy.

iii. Conducting Investment Trades Using Personal Email

1. This occurred on a periodic basis and is troublesome for a myriad of reasons including:

a. Data & sensitive information can be exfiltrated from the City network, bypassing network controls in place to prevent this.

b. Email communications are not available in the event of a public records request.

c. Conversation history, information related to specific subjects, and contacts are not retained within City control and therefore may be lost when the City Treasurer is no longer with the organization.

iv. Authorized Broker/Dealers & Competitive Bids

1. Auditors determined that the City obtained professional services of brokers/dealers without the oversight of the purchasing agent and the City’s centralized procurement system.

If the City Council chooses to delegate its investment authority based on one of the options listed above, staff will bring a resolution for review and approval at the July 15th City Council meeting.

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 was considered by the Finance and Governance Committee on May 27, 2025, and has been revised to reflect comments received at the Committee meeting.

Prepared by: Eric Sonstegard, Assistant City Manager, Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Resolution - FY 2025-26 Annual Investment Policy
2. FY 2025-26 City of Oxnard Investment Policy
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD APPROVING THE FY 2025-26 INVESTMENT POLICY**

WHEREAS, a "statement of investment policy" is rendered to the City Council on an annual basis or whenever there are recommended changes; and

WHEREAS, Government Code Section 53646(a)(2) provides that the treasurer or chief fiscal officer may annually render to the City Council a statement of investment policy, which the City Council shall consider at a public meeting; and

WHEREAS, the existing policy has been reviewed and revised in order to provide for operational flexibility without sacrificing internal controls or increasing financial risk to the City.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the FY 2025-26 Investment Policy attached hereto as Exhibit A.

PASS AND ADOPTED 1st day of July, 2025 by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST

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**CITY OF
OXNARD
FISCAL YEAR
2025-26
INVESTMENT
POLICY**

City of Oxnard

INVESTMENT POLICY

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City of Oxnard INVESTMENT POLICY

1.0 POLICY

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

The City Council may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC §5922 and CGC §53601 et seq.

The Chief Financial Officer of the City of Oxnard shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646(a)).

The policy of the City of Oxnard is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the City; and (iii) the highest investment return while conforming to all statutes governing the investment of the City funds within the constraints of this Investment Policy.

This policy is intended to provide guidelines for the prudent investment of the City's funds and to enhance the economic status of the City while protecting its pooled cash. Funds will be invested in accordance with this policy and with applicable sections of the California Government Code.

2.0 SCOPE

This investment policy applies to the City's pooled investment fund, which includes the General Fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds

This policy does not include retirement, retiree health care savings/trust/plan(s), nor deferred compensation plans, nor proceeds of bonds, nor Successor Agency funds.

Pooling of funds

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy,

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- A. **Safety:** Safety of principal is the foremost objective of the investment program.
Investments made by the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.
- B. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
- C. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low- risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.0 DELEGATION OF AUTHORITY

The authority to invest or reinvest City funds resides with the City Council as derived from CGC §53600, et seq. The City Council is responsible for establishing and approving this Investment Policy Statement.

The City Council retains ultimate responsibility for overseeing the investment program and ensuring compliance with this Investment Policy.

This policy directs the CFO to present a monthly report of all investments decisions, including purchases, sales and exchanges for review ratification, and approval.

The City Council may engage the services of one or more external investment advisors to assist in the management of the City's investment portfolio in a manner consistent with this Investment Policy and the City's investment objectives and any written directions provided by the City Council, as supported by CGC §37103 and CGC §53060. Furthermore, the advisors may not take possession of City's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers, employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

City staff shall disclose to the City Manager and on the annual Statement of Economic Interest Form any material financial interests in financial institutions that conduct business with the City, and they shall disclose any material personal financial/investment positions that could be related to the City's investment performance.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

The CFO shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

To the extent the City Treasurer has entered into contract with depositories pursuant to statutory duty, the City shall utilize those depositories.

The City shall formally use authorized investment broker-dealers to provide investment services to the City. Investment brokers-dealers may be primary dealers or regional brokers with branch offices in the State of California performing the transactions with the City. Brokers/dealers must complete a broker-dealer statement of qualifications before being approved by the CFO, execute an annual certification of acknowledgment of the City's Investment Policy by broker-dealer employees and supervisory personnel, and be in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the City's investment needs.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be reasonably demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources. Investment advisors shall follow this policy, state law, and other such written instructions as provided by the City Council. Contracted investment advisors may use their own brokers. The CFO may conduct periodic reviews of contracted investment advisors, including review of FINRA reports, and report to City Council.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by the California Government Code. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the investment types listed below. In the event an apparent discrepancy is found between this Investment Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

- A.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

- C. State Municipal Securities – Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of “A” or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor’s, F-1 by Fitch, and MIG-1 by Moody’s. These ratings for short term municipal securities signify the issuer’s strong capacity to pay principal and interest. Not more than 10 percent of the City’s funds shall be invested in state and local municipal securities.
- D. California Local Agency Municipal Securities – Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the City. Given potential issues with arbitrage regulations, City’s legal counsel shall review any potential purchase of City’s own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of “A” or its equivalent or better by a NRSRO.
- E. Bank deposits, including demand deposit accounts, savings accounts, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.
- F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of “A” (long-term) and/or “A-1” (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.
- G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.
- H. Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation;
 - (b) Has total assets more than five hundred million dollars (\$500,000,000);
 - (c) Has debt other than commercial paper, if any, that is rated in category of “A” or its equivalent or better by a NRSRO.

(2) The entity meets the following criteria:

- (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;
- (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;
- (c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in- house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.

J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).

Whenever the City has any funds invested in a LGIP, the CFO shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.

K. Money Market Funds - Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars (\$500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.

L. Repurchase Agreements – The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.

- 1) Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the City has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the CFO and will not be allowed to fall below 102 percent of the value of the repurchase agreement plus the value of collateral more than the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully

guaranteed as to principal and interest by the United States or any agency of the United States.

- 2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to the City shall always be maintained in the securities subject to a repurchase agreement.

M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.

N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

Ineligible Investments: Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. Notwithstanding, the City may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The City may hold these instruments until their maturity dates.

City Interfund Loans – Funds may be invested in loans to provide specific funding to City Programs, provided no loan shall violate any limitations prescribed by California law. Interfund loans shall be approved by City Council through the corresponding promissory note, including at a minimum, the description of the loan, the rate of interest assigned to the loan and the date on which the loan will be repaid.

9.0 COLLATERALIZATION

Collateralization is required on two types of investments: uninsured bank deposits and repurchase agreements.

Uninsured bank deposits may only be invested with financial institutions which participate in the California Local Agency Security Program (LASP) administered by the California Department of Business Oversight. LASP provides for collateral requirements, oversight and monitoring, and reporting by financial institutions.

Collateral is also required for repurchase agreements. The market value of securities that underlie a

repurchase agreement shall not be allowed to fall below 102% of the value of the repurchase agreement and the value shall be adjusted no less than quarterly. Securities that can be pledged for collateral shall consist only of securities permitted in this policy. Collateral shall be held by an independent third party with whom the City has established a custodial agreement.

10.0 INVESTMENT POOLS

Investment pools include LAIF, county pooled investment funds, shares of beneficial interest (mutual funds and money market funds), and joint powers authority pools. A thorough investigation of any pool or fund is required prior to the City's investment and on a periodic basis while funds are invested. The investigation will include review of the following items:

- Eligible investments;
- Investment policy and/or investment objectives;
- Security safeguarding, settlement process, pricing;
- Allowable deposits and withdrawals;
- Interest calculation, distribution, and treatment of gains/losses;
- Schedule for receiving statements and portfolio listings;
- Fees.
- Retained earnings
- Eligibility for bond proceeds

11.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to City Council approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the City Council.

12.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by the City shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to the City by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

13.0 DIVERSIFICATION

The City Council recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The City Council acknowledges that from time-to-time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case-by-case basis, the City Council may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

14.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The City Council may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the City has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the City Council.

15.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the City Council has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines may be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

16.0 PORTFOLIO MATURITY LIMITATION

The weighted average maturity of the entire portfolio shall not exceed three (3) years.

17.0 MONITORING CREDIT RATINGS

The CFO or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the CFO will advise the City Council as to whether this security should be held or sold prior to maturity.

18.0 REPORTING

Within 45 days of the end of each month, the CFO shall submit to the City Council a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC §53646, to include:

- a. Type of investment
- b. Name of institution
- c. Date of maturity
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities
- f. Rate of interest/earnings (yield)
- g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a City Council's minute action (wavier) and, that (ii) the City will meet its expenditure obligations for the next six months. The CFO shall maintain a complete and timely record of all investment transactions in support of the above statement.

19.0 INTERNAL CONTROLS

The CFO is responsible for establishing and maintaining a control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the City's annual audit.

20.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the CFO shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6- month US Treasury Bill, average LAIF yield rate).

If the City has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to the City's safety, liquidity, and return objectives. This comparative analysis is included in the investment report presented to the City Council quarterly.

21.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The City Council shall be responsible for maintaining guidance over this Investment Policy to ensure that the City can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

22.0 STATE LAW

It is the policy of the City to comply with the State laws governing its investments.

23.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the City Council of the City of Oxnard. Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the City Council.

APPENDIX: GLOSSARY OF CASH MANAGEMENT & INVESTMENT TERMS

BOND PROCEEDS:

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These monies are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BROKER:

A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

CERTIFICATE OF DEPOSIT (CD):

A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL:

Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER:

A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

CREDIT RISK:

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

CUSTODIAN:

A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER:

A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own risk and account or inventory.

DELIVERY OF SECURITIES:

There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

DURATION:

A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):

A federal agency that insures bank deposits.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):

The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

INTEREST ONLY STRIPS:

The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

INTEREST RATE RISK:

The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

INVERSE FLOATER:

Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

INVESTMENT POLICY:

A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

INVESTMENT PORTFOLIO:

A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LIQUIDITY:

The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

LOCAL AGENCY INVESTMENT FUND (LAIF):

An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

MARKET VALUE:

The price at which a security is currently being sold in the market. See FAIR VALUE.

MASTER REPURCHASE AGREEMENT:

A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY:

The date that the principal or stated value of a debt instrument becomes due and payable.

MEDIUM-TERM NOTES (MTNs):

Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):

A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc. (Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

NEGOTIABLE CERTIFICATES OF DEPOSIT:

Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type of deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

PAR VALUE:

The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

PRIMARY DEALER:

A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL:

The face or par value of a debt instrument or the amount of capital invested in a security.

PRUDENT INVESTMENT STANDARD:

The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

RANGE NOTES:

Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

RATE OF RETURN:

- 1) The yield which can be attained on a security based on its purchase price or its current market price.
- 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

REPURCHASE AGREEMENT (RP OR REPO):

A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the City) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the City) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO):

A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the City) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the City) money for the period of the agreement with terms of the agreement structured to compensate the buyer.

SAFEKEEPING:

A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

SECURITIES:

Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

SECURITIES AND EXCHANGE COMMISSION (SEC):

Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECONDARY MARKET:

A market for the repurchase and resale of outstanding issues following the initial distribution.

SUPRANATIONALS:

International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

TOTAL RETURN:

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

TREASURY SECURITIES:

Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

WEIGHTED AVERAGE MATURITY (WAM):

The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

YIELD:

The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

City of Oxnard

INVESTMENT ADVISOR

- NONE

City of Oxnard
OFFICE OF THE CHIEF FINANCIAL OFFICER
Authorized Brokers/Dealers

The following Broker/Dealers are authorized in accordance with the City's Investment Policy:

1. Alamo Capital
2. Multi-Bank Securities, Inc.
3. Piper Sandler & Co.
4. Robert W. Baird & Co. Inc.
5. Stifel Financial Corp.
6. U.S. Bancorp Advisors
7. Wells Fargo Securities
8. Falcon Square Capital
9. Mischler Financial Group, Inc.
10. Zions Bank Capital Markets
11. Great Pacific Securities
12. Oppenheimer & Co. Inc.

City of Oxnard Annual Investment Policy July 1, 2025

Presented by:
Eric S. Sonstegard, City of Oxnard
Assistant City Manager

That the City Council:

1. Adopt a resolution approving FY 2025-26 Investment Policy for the City of Oxnard
2. Provide direction regarding delegation of investment authority



- California Government Code Section 53646 and the City's adopted Investment Policy call for annual review and adoption of investment policy by the City Council.
- California Government Code Section 53607 establishes that the City Council **may** delegate its authority to invest City funds for a one-year period to the City Treasurer.
- The City Council delegated the investment authority to the Chief Financial Officer for Fiscal Year 2024-25 to address compliance with California Government Code and the City's Investment Policy.

- City's Investment Policy provides the guidelines for the prudent investment of the City's funds
- Changes in the proposed Investment Policy:
 - Minor typographical changes.
 - Updated list of authorized brokers-dealers
 - City Council retains the investment authority

- Delegation of Investment Authority
 - Staff recommends that the City Council retains the investment authority.
- Staff has identified three (3) alternative options the City Council may consider
 - Delegation to Chief Financial Officer
 - Delegation to an independent financial professional
 - Delegation to the Treasurer

That the City Council:

1. Adopt a resolution approving FY 2025-26 Investment Policy for the City of Oxnard
2. Provide direction regarding delegation of investment authority



Questions / Discussion