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 and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD PARKING AUTHORITY – Special Meeting (Information/Consent Item L-4)
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
May 5, 2026
Appointment Items - 5:30 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: 886 4374 1890
3. Passcode: 151949

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

    a. Submit a request to speak remotely by 3:00 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** by 3:00 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

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

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 and Oxnard Parking Authority.

During this meeting, Mayor Pro Tem Gabe Teran will be participating remotely from the following location: Holiday Inn Express Visalia Sequoia Gateway Area by Ihg, 5625 W Cypress Avenue, Visalia, CA 93277

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

D. APPOINTMENT ITEMS (5:30 PM)

1. Cultural & Community Services Department

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION: That the City Council: 1) Receives the Senior Services Commission annual report; and 2) Present a Proclamation Designating the Month of May 2025 as "Older Americans Month."

This is a live presentation.

Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation Honoring Pacifica High School Girls Wrestling Team For Winning the First CIF-Southern Section Division 3 Team Championship.

2. SUBJECT: Presentation of a Commendation Honoring Channel Islands High School Mock Trial Team for their Outstanding Performance at the County Competition.

3. SUBJECT: Presentation of a Commendation Honoring Channel Islands High School Academic Decathlon Team for Earning 3rd Place Overall in Ventura County.

4. SUBJECT: Presentation of a Commendation Honoring Channel Islands High School Competition Team in Their Outstanding Achievement in Winning the 2025-2026 USA Spirit National Championship.

5. SUBJECT: Presentation of a Proclamation Designating May 2026 as "Asian American and Pacific Islander Heritage Month."

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.

1. SUBJECT: City Manager's Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

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

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

1. City Clerk Department
SUBJECT: Appointment of Members to Serve on the City's Mobile Home Park Rent Review Board.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Yukio Okano and Cindy Verenisse Segura as at-large members to the Mobile Home Park Rent Review Board.

(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/yYw1NYPjxb8
Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Oxnard City Council Minutes.
RECOMMENDATION: That the City Council approve the regular meeting minutes for April 21, 2026.

Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

2. Finance Department
SUBJECT: Monthly Investment Report for the period ending March 31, 2026.
RECOMMENDATION: That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Fire Department
SUBJECT: Ordinance No. 3078 Updating Chapter 6-5 Disaster Council.
RECOMMENDATION: That the City Council adopt Ordinance No. 3078 titled:

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 6-5 OF CHAPTER 6 OF THE OXNARD CITY CODE RELATING TO THE DISASTER COUNCIL

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 24, 2026. The City Council approved the introduction of the Ordinance at the April 7, 2026 City Council meeting by a 6-0 vote.)

Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

4. Housing Department
SUBJECT: Exclusive Negotiation Agreement Between the Parking Authority of the City of Oxnard and JB Jonesboro, LLC.
RECOMMENDATION: That the Board of the Parking Authority authorize the Chairperson to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC (A-8613) regarding the Parking Authority-owned parcels between West 5th and West 6th Streets and South B and South C Streets, APNs: 202-0-103-025, 202-0-103-185, 202-0-103-145, and 202-0-103-205.

(This item did not originate in Committee.)

Legislative Body: Parking Authority
Contact: Brenda Lopez, (805) 385-8092

M. PUBLIC HEARINGS

1. Housing Department
SUBJECT: FY 2026-27 Annual Action Plan and Citizen Participation Plan.
RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments, to incorporate any recommended changes, and approve the FY 2026-27 Annual Action Plan (AAP) and the Citizen Participation Plan (CPP) to be submitted to the U.S. Department of Housing and Urban Development (HUD);
2. Authorize the City Manager, or their designee, to incorporate the final grant allocations and approve the corresponding budget appropriations and corresponding revenue recognition (not subject to the $220,000 CPP limit) and to make any future budgetary adjustments up to $220,000; and
3. Authorize the City Manager, or his designees, to execute HUD agreements including certifications, applications, and pertinent documents for submission; and sign all agreements for the implementation including subrecipient and inter/intradepartmental agreements.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/pJjlKOqNVT4

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

N. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement PW 20-95, Construction Management Services Agreement PW 26-65, and Professional Service Agreement Amendment for Campus Park Activation Project, Specification No. PW 20-95.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $16,047,872.63 in Project funds for the Campus Park Activation Project, Specification No. PW 20-95;

2. The Mayor to execute Agreement 32600390 with Urban Habitat in the amount of $12,688,141.63 for the Project and a Project contingency amount of $1,268,814.00 (~10%) with Urban Habitat for a total not to exceed value of $13,956,955.63 for the Project;
3. A Project allocation amount of $2,080,217 (~16%) for engineering, inspection, survey, construction management, and project management for the Project;
4. The Mayor to execute Agreement 32600464 with Filippin Engineering, Inc. in the amount of $1,780,217.00 for an initial term of two years from May 17, 2026, to May 16, 2028, with the option for three consecutive one-year period extensions ending May 16, 2031, for professional construction management, Inspection, materials testing, grant administration, and public outreach services for the Project;
5. The Mayor to execute a Fourth Amendment to Agreement A-8248 with Moore, Iacofano, Goltsman, Inc. in the amount of $10,700.00 for a new not-to-exceed amount of $1,290,964.52 and extend the term to December 31, 2027, to perform landscape architecture and design construction support services for the Campus Park Activation Project PW20-95; and
6. A project budget appropriation of $299,727 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) available fund balance to the Campus Park Activation Project (C2104), 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 current 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/Sj2Nz3X6dv8

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Channel Islands Harbor Water Quality Implementation Plan Phase 1 Approval.
RECOMMENDATION: That the City Council direct staff to proceed with Phase 1 activities of the selected non-structural, structural, and receiving water strategies as outlined in Table 2 in this staff report.

(The Public Works and Transportation Committee approved 3-0 on April 14, 2026 to approve the staff recommendation, with the direction of adding a pumping project to Table 2 under the "Receiving Water" category, and to forward the item for Council approval.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KVYFXkoCT7Y

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Housing Department
SUBJECT: HOME-ARP Loan Agreement for the Cypress Place at Garden City II Apartments, a 59-Unit Affordable Rental Project located at 5482 Cypress Road.
RECOMMENDATION: That the City Council adopt a resolution approving and authorizing the City Manager to execute a $1,200,000 HOME-ARP loan agreement, and any and all related documents thereto, with Cypress Place at Garden City II, LP for the development of a fifty-nine (59) affordable unit and one (1) manager's unit rental housing project located at 5482 Cypress Road, and known as the Cypress Place at Garden City II Apartments.

(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/vry817LB_E0

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

4. Housing Department
SUBJECT: Loan Agreements for Aspire Apartments, an 87-Unit Affordable Rental Project and Pocket Park located at 536-538 Meta Street.
RECOMMENDATION: That the City Council:

1. Adopt a resolution approving and authorizing the City Manager to execute a $1,200,000 HOME-ARP loan agreement, a $1,000,000 HOME loan agreement, and a $689,659 CDBG loan agreement, and any and all related documents thereto, with Aspire Apartments, LP for the development of an eighty-seven (87) unit affordable and one (1) manager's unit rental housing project and pocket park located at 536-538 Meta Street and known as the Aspire Apartments; and
2. Authorize the Mayor to execute a First Amendment to Agreement No. 32600278 with MNS Engineers Inc. to increase the not to exceed amount on the contract from $220,000 to $291,000 for labor compliance monitoring services.

(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/CPokibWpuPE

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

5. Public Works Department
SUBJECT: Public Project Agreement 32600375 with Toro Enterprises, Inc. and Agreement 32600470 with Filippin Engineering, Inc. for Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $10,922,971.00 in Project funds for the Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43;
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of $9,102,475.00 for the Project and a Project contingency amount of $910,248.00 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of $10,012,723.00;
3. A Project allocation amount of $910,248.00 (~10%) for engineering, inspection, survey, construction management, and project management; and
4. The Mayor to execute an Agreement with Fillippin Engineering, Inc. in the amount of $741,634.00 with a term of one year from May 5, 2026, through May 4, 2027, for professional construction management services.

(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/TFJ56ESvK5Y

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Public Project Agreement 32600483 with American Asphalt South, Inc. for Advanced Alley Maintenance Program – Phase 1, Specification No. PW 26-06.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $2,848,460.00 in Project funds for the Advanced Alley Maintenance Program-Phase I Project, Specification No. PW 26-06;
2. The Mayor to execute an Agreement with American Asphalt South, Inc. in the amount of $2,373,716.00 for the Project and approve a Project contingency amount of $237,372.00 (~10%) with American Asphalt South, Inc. for a total not to exceed value of $2,611,088.00 for the Project;
3. A Project allocation amount of $237,372.00 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A project budget appropriation of $862.631.00 from Measure O Fund (104) available fund balance to the Advanced Alley Maintenance Project (C2603), as well as the corresponding Capital Outlay Fund (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/-9MBxFFSLyc

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Agreement 32600400 with GreenCoast Landscapes Inc. for Grid Pruning Services, Specification No. PW 26-38.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with GreenCoast Landscapes Inc. for an initial term of one year from May 20, 2026, to May 19, 2027, with an option for four consecutive one-year extensions ending May 19, 2031 and a total not to exceed amount of $6,000,000 for grid pruning services.

(The Council Meeting agenda for May 5, 2026 will be posted prior to the April 28, 2026 Public Works and Transportation Committee meeting. Therefore, as of the drafting of the staff report the Committee outcome has not yet been determined.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/T6jqDjNW_bs

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Community Development Department

SUBJECT: Joint Use Agreement with Southern California Edison and Fifth Harbor Owner, LLC.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Joint Use Agreement (A-8617) with Southern California Edison Company and Fifth Harbor Owner, LLC, denoted as JUA203904272. The Joint Use Agreement pertains to the relocation of the existing SCE transmission lines and related facilities from their existing location over a portion of the Northshore project to the easterly line of Harbor Boulevard adjacent to the project and extending to the southeast corner of Harbor Boulevard and West 5th Street.

(This item did not originate in Committee.)

Please click on the following link to view the required Measure M pre-recorded presentation: https://youtu.be/JsvZK9694Z4

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:30 PM)
AGENDA ITEM NO. D.1

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION

That the City Council: 1) Receives the Senior Services Commission annual report; and 2) Present a Proclamation Designating the Month of May 2025 as "Older Americans Month."

This is a live presentation.

BACKGROUND

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

The Senior Services Commission is responsible for providing an annual report of activities to the City Council. This live presentation will include highlights of the commission's activities over the past 12 months, showcasing work on 2025 Commission goals, new programming and community involvement.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Pam Morrison, Cultural & Recreation Services Manager

ATTACHMENTS

1. 2026 Senior Services Commission Annual Report_PDF

SENIOR SERVICES COMMISSION ANNUAL REPORT TO CITY COUNCIL

May 5, 2026

CITY OF OXNARD CALIFORNIA

SENIOR SERVICES COMMISSION - COMMISSIONERS

Gloria Postel
District 1

Alice Sweetland
District 2
Chairperson

Gloria Massey-Chinea
District 3

Lupe Servin Reyes
District 4

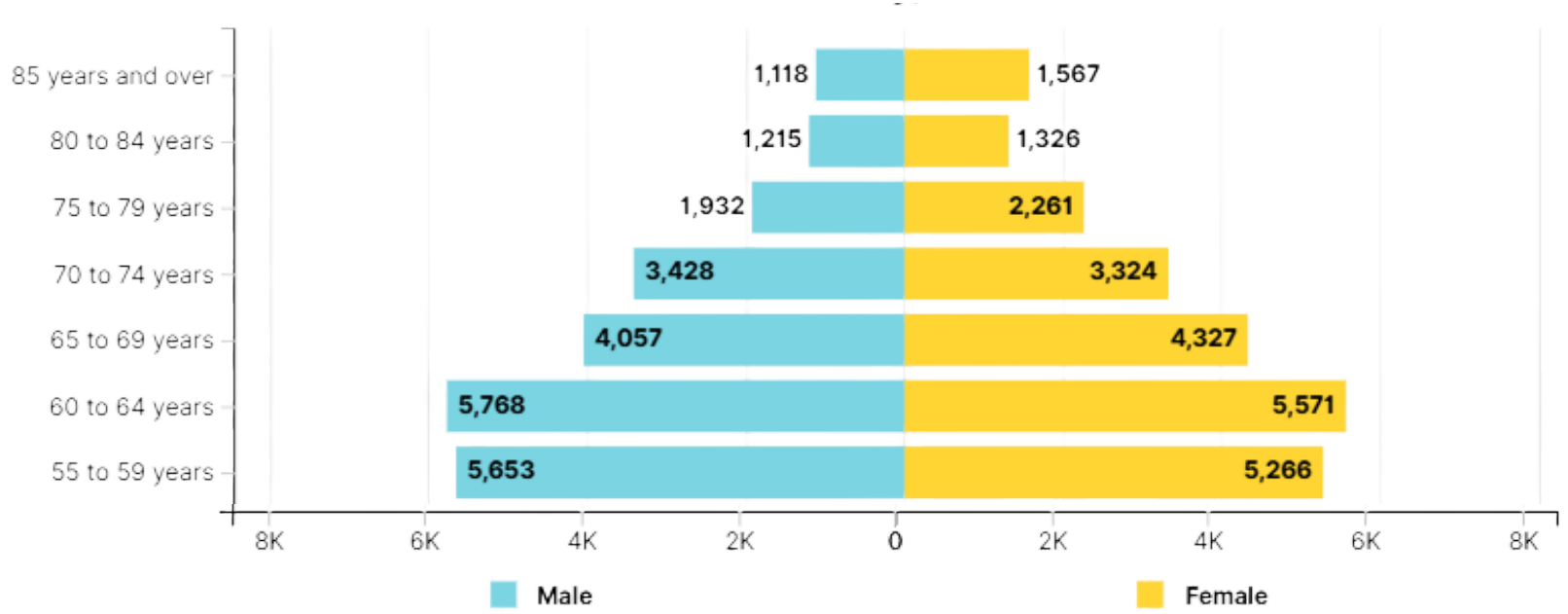
LaRita Montgomery
District 5

Linda Calderon
District 6

Maria Magdalena Tapia
At-Large

SENIOR SERVICES COMMISSION

- The Senior Services Commission meets 2nd Tuesday of the month at 10:00am at Oxnard Joslyn Lawn Bowls, 350 North C. Street.
- Meeting Schedule can be found at oxnardrec.org/seniors
- The Senior Services Commission is appointed by the Mayor and City Council.



In 2024, the Census Bureau reported senior citizens (55+ years of age) are approximately 23.3% of the total City of Oxnard population (46,813 people).

The Silver Tsunami

- The aging population (55+) tends to grow at a faster rate than the total population, following historical California trends.

- Based on the current population of residents in Oxnard who are 55 years and older, there will be approximately 55,000 to 60,000 senior citizen residents by the year 2030.

SENIOR SERVICES COMMISSION

Colonia Senior Center

197 North Marquita Street
(805) 385-8163
Center Director: Mayra Ceja
(mayra.ceja@oxnard.org)

Wilson Senior Center

350 North C. Street
(805) 385-8028
Center Director: Cecilia Escamilla
(cecilia.escamilla@oxnard.org)

South Oxnard Senior Center

200 East Bard Road
(805) 385-8042
Center Director: Vivien Sandoval
(vivien.sandoval@oxnard.org)

Palm Vista Senior Center

801 South C. Street
(805) 385-8163
Center Director: Martha Jimenez
(martha.jimenez@oxnard.org)

SENIOR SERVICES COMMISSION - Ongoing Programming

The City of Oxnard offers enriching programs and activities catering to a wide variety of interests, including Loteria, bingo, pool, quilting, Zumba, gardening, cooking demos, and more!

Pool

Bingo

Quilting

Loteria

Gardening

Pinochle

SENIOR SERVICES COMMISSION - Special Events

End-of-Summer
Carnival & Wellness Fair

Dia De Los Muertos

Mexican Independence Day

Halloween Dance

Christmas Parade

SENIOR SERVICES COMMISSION - Celebrations

Holiday Party

Valentine's Day

Luau Party

Thanksgiving

SENIOR SERVICES COMMISSION - Excursions + Seniors in Motion (SIM)

- Expanded excursions with new Cultural & Community Services van → more participants than ever!
- Memorable trips, including a Santa Paula mural walking tour
- Added evening classes: Zumba & Yoga for health, wellness, and connection
- A year of growth, engagement, and enriching experiences for our senior community

SENIOR SERVICES COMMISSION - Retired Senior Volunteer Program (RSVP)

- Join 368 local seniors making a difference
- Stay active, healthy, and connected through volunteering
- Matched with nonprofits based on your skills and interests
- 59 New Volunteers in 2025, Over 45,562 Hours Served

Tai Chi: Movement for Better Balance
19 Classes

RSVP Luncheon

SENIOR SERVICES COMMISSION - RSVP cont.

Bone Builders - 22 Classes

Walking Group

- Support homebound seniors (visits, grocery help, food delivery)
- Tutor and mentor youth
- Assist libraries and senior centers
- Lead exercise classes or walking groups (training provided)
- Provide office support or conduct museum tours

SENIOR SERVICES COMMISSION - Senior Nutrition Program

- Congregate Meals
  - Hot, nutritious meals served weekdays (11:30 AM – 12:00 PM) at 3 senior centers
  - Designed for adults 60+ (no income requirements; waitlist possible)

- Locations
  - Colonia Senior Center: (805) 385-7970
  - Palm Vista Senior Center: (805) 385-8163
  - Wilson Senior Center: (805) 385-8029

- Home-Delivered Meals
  - For homebound adults 60+ unable to attend centers
  - Delivered bi-weekly
- Total meals served for 2025: 44,144

- Contact
  - Senior Nutrition Program Coordinator: (805) 385-8029

Thank you for another successful year of support!

scan HEALTH PLAN

Dignity Health.
St. John's Hospitals
Hello humankindness.

Humana

OXNARD POLICE DEPARTMENT

The Palms At Bonaventure
Assisted Living & Memory Care

FIRE OXNARD FD RESCUE Est. 1899

Walgreens
The Pharmacy America Trusts

SENIOR SERVICES COMMISSION - Ceremonial Items

Senior Services takes great pride in honoring the remarkable members of our community who have reached the extraordinary milestone of 100 years of life!

These centenarians represent a legacy of resilience, wisdom, and history that enriches us all.

Each year, during Older Americans Month, we celebrate their lives and contributions, recognizing them as cherished treasures within our community and an enduring inspiration for generations to come.

Technology Education - Phase Two

Research and Create a list of available Senior Housing in Oxnard

Monthly Senior Health Presentations

Extend Senior Center Signage and Accessibility Efforts

Technology Education - Phase Two

Seniors received one-on-one support using laptops, iPads, smartphones, and TV remotes. Tristian's instruction helped them gain confidence and independence with technology.

Oxnard Senior Housing

Senior Living Facilities Identified in Oxnard:

- Camino de la Sol Senior Apartments
- Casa Aliento
- Casa Merced
- Clearwater Senior Living
- Dolores Huerta Gardens - Veteran Housing
- Heritage Gardens
- Palm Vista Apartments
- Plaza Vista Apartments
- Press Courier Apartments
- Sycamore Village
- Casa de Carmen

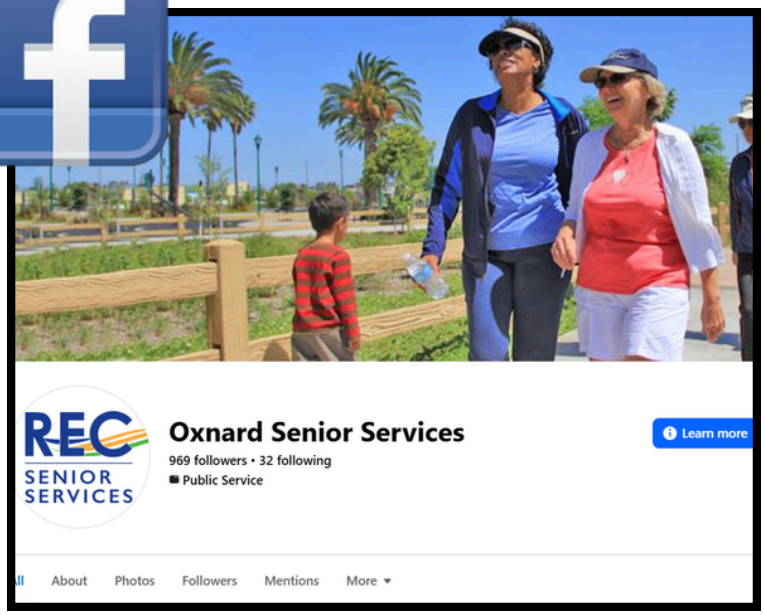
Monthly Health Presentations

Love on a Leash

Caregivers in Oxnard received guidance on senior services and key health topics, including stroke prevention, grief counseling, Alzheimer's awareness, mental health, and diabetes education.

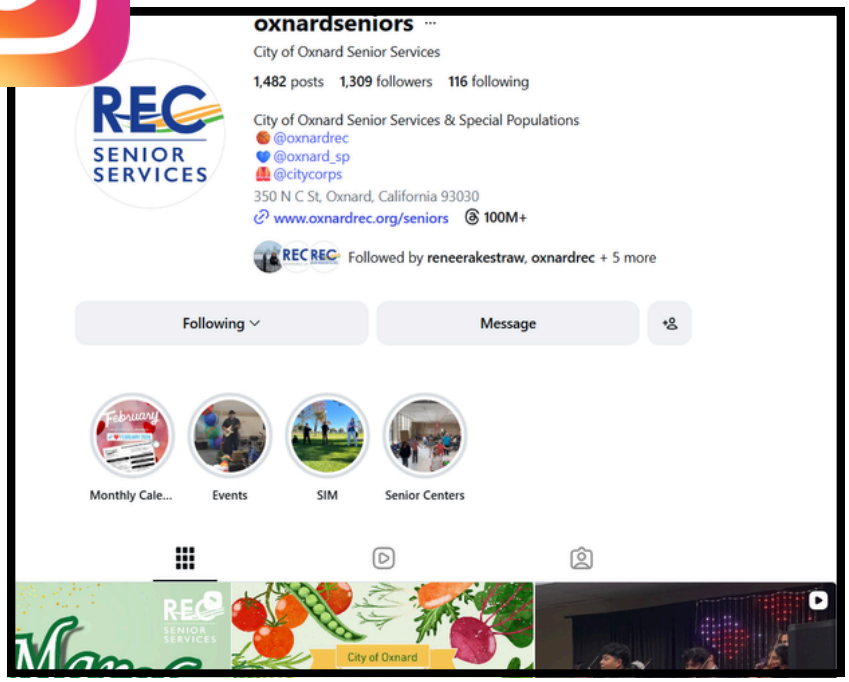
Senior Center Signage & Accessibility

SENIOR SERVICES COMMISSION - Social Media



oxnardrec.org/seniors

@oxnardseniors



CITY OF OXNARD CALIFORNIA

SENIOR SERVICES

PHONE: (805) 385-8019
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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

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

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Appointment of Members to Serve on the City's Mobile Home Park Rent Review Board.

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Yukio Okano and Cindy Verenisse Segura as at-large members to the Mobile Home Park Rent Review Board.

(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/yYw1NYPjxb8

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The Mobile Home Park Rent Review Board is not a CAG, but its establishing ordinance in City Code section 24-5 has similar language, except that this Board consists of five (rather than seven) members appointed by the Council as a whole.

DISCUSSION

The Mobile Home Park Rent Review Board (MPRRB) is charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobilehome owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners. The MPRRB is composed of five members at large who are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in, any mobilehome or mobilehome park. Yukio Okano and Cindy Verenisse Segura have passed the city's formal background check procedures.

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

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: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Presentation

Appointment of Members to Serve on the City's Mobile Home Park Rent Review Board (MPRRB)

City Council

May 5, 2026

Luly A. Lopez, City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Yukio Okano and Cindy Verenisse Segura to the Mobile Home Park Rent Review Board as at-large members.

MOBILE HOME PARK RENT REVIEW BOARD	
Function	1. In charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals. 2. In charged with issuing written findings and decisions to protect the mobilehome owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners. 3. The MPRRB members are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in any mobilehome or mobilehome park. 4. For this purpose, the Council nominates Yukio Okano and Cindy Verenisse Segura who have passed the City's formal background check procedures.
Requirements	Five members must reside in the City and be over age 18.
Nomination	Mayor McArthur nominates Yukio Okano, and Cindy Verenise Segura to serve as at-large members.

CITY OF OXNARD CALIFORNIA

THE END

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Approval of Oxnard City Council Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes for April 21, 2026.

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 minutes of April 21 2026

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 21, 2026

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor Pro Tem Gabe Teran 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 Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur and Councilwoman Gabriela Basua were absent. The City Clerk stated that the agenda was posted on Thursday, April 9, 2026, and the amended agenda on Wednesday, April 15, 2026 in the kiosk at City Hall, Oxnard Public Library, City Administrative Offices and on the City's website.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Michelle McCarron, Assistant City Attorney; Julian Gonzalez, Deputy City Attorney; Lauren Bueling, Risk Manager 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 4:32 p.m., the City Council recessed into a closed session.

At 4:46 p.m., Councilwoman Gabriela Basua was present.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *Diba v. City of Oxnard*
Ventura County Superior Court, Case No. 2025CUPA046771
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *Clayton v. City of Oxnard*
Ventura County Superior Court, Case No. 56-2022-00569939-CU-PA-VTA
Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

At 5:03 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney announced that the City Council by a unanimous vote of those present, Councilwoman Basua and Mayor Mc Arthur were absent, has directed the City Attorney to join an amicus curi brief to be filed on behalf of defendants in United States versus Illinois in which the U.S. Department of Justice sued the State of Illinois, Cook County, and the City of Chicago alleging that their so-called sanctuary policies are preempted and obstruct federal law enforcement agents from enforcing federal immigration laws and seeking to compel defendants to assist with federal immigration enforcement.

D. APPOINTMENT ITEMS (5:00 PM)

1. Cultural & Community Services Department
SUBJECT: Oxnard Public Library Annual Report.
RECOMMENDATION: That City Council receive the Oxnard Public Library annual report.

(This item did not originate in Committee.) This is a live presentation.

Kathleen Ashmore, Library Manager, presented the annual report required by state law. She highlighted achievements from recent years, showcasing library branches, services, programs, community partnerships, facility design, safety and security efforts, and staff development, and remained available to answer questions. Discussion ensued among the City Council and staff. No public comments were received.

This was a receive and file. No action was required.

2. SUBJECT: Presentation by the Museum of Ventura County.

Elena Brokaw, Barbara Barnard Smith Chief Executive Officer presented and spoke about the exhibits and programs the Museum has developed. She highlighted the extensive collection of art, archives, and artifacts available. She also provided an overview of Oxnard and emphasized the importance of working together to ensure that, 125 years from now, others will be able to share our stories.

Discussion ensued among the Council and Ms. Brokaw. No public comments were received.

This was a receive and file. No action was required.

E. OPENING CEREMONIES (6:00 PM)

At 6:02 p.m., Mayor Pro Tem Gabe Teran presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, April 9, 2026, and the amended agenda on Wednesday, April 15, 2026 in the kiosk at City Hall, Oxnard Public Library, City Administrative Offices and on the City's website

The meeting opened with the pledge of allegiance to the flag of the United States led by Sabrina Rodriguez, a student at Santa Clara High School.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Jason Zaragoza, Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Brenda Lopez, Housing Director; Alexander Hamilton, Fire Chief; Candy Campbell, Emergency Services Manager and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

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

Public comments were received from Mario Riley, Sr, Chris Castenon, Abel Velasquez, Alicia Percell, Grey Runyon, Ray Blattel, Sara Wilczewski, Eric Andrist, Ana DeGenna, Ron Vizansky, Doug Partello, Larry Stein, Paul Sangster and Manuel Herrera.

At 6:47 p.m., *it was moved by Councilman Starr, seconded by Councilwoman Rodriguez,* to suspend the rule to allow the speakers to continue beyond the allotted 30 minutes. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager spoke about the 3rd Annual Art Gala and introduced Cultural Arts Manager Julie Estrada, who shared remarks on art before introducing cartoonist and author Robb Armstrong.

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

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

Councilman Starr asked that staff reopen the investigation based on the evidence presented.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-1 and L-2 were reviewed and discussed among the Council and staff. Mayor Pro Tem Teran announced that he will recuse himself from Item No. L-6.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Vanessa Valdez (L-9).

L. INFORMATION/CONSENT AGENDA

1. City Manager Department
SUBJECT: Approval of FY 2026-27 Special Event Support Program Events and Budget
RECOMMENDATION: That the City Council approve the list of recommended events for the FY 2026-27 Special Event Support Program and allocate $113,600 in the FY 26-27 budget to support the program.

(This item did not originate in Committee.)

2. Finance Department
SUBJECT: Monthly Report of Accounting of All Receipts, Disbursements and Fund Balances & List of City Manager-approved contracts.
RECOMMENDATION: That the City Council:

1. Receive and file the report and accounting of all receipts, disbursements and fund balances for the month of February 2026; and
2. Receive and file the list of City Manager-approved contracts for the month of February 2026.

(This item did not originate in Committee.)

4. Housing Department
SUBJECT: Mobile Home Park Rent Stabilization Annual Activity Report for 2025.
RECOMMENDATION: That the City Council receive and file the 2025 Annual Activity Report for the Mobile Home Park Rent Stabilization Program, as adopted by the Mobile Home Park Rent Review Board.

(This item did not originate in Committee.)

5. Housing Department
SUBJECT: Designation of hearing officer for Mobile Home Park Rent Stabilization System.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,030** designating Serviam by Wright LLP, with Brian T. Chu as the lead hearing officer, and Curtis R. Wright, Rene L. Farjeat, Nicolas L. Jaber, and Haleigh Cummings, as backup hearing officers, to conduct evidentiary hearings for disputes arising under the Mobile Home Park Rent Stabilization System.

(This item did not originate in Committee.)

6. Police Department
SUBJECT: Ventura County Animal Services Agreement FY 2026-27.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to sign a second amendment to the services agreement (A-8151) with the County of Ventura Animal Safety and extend the agreement for one (1) additional year; and
2. Approve and authorize the Mayor to sign a Service Level Request in the amount of $3,451,446.47 for the budgeted cost of animal care services for FY 26-27, for the seventh year of a seven-year agreement (A-8151) with the County of Ventura to provide animal safety services.

(This item did not originate in Committee since this is a continuation of a previous item, last approved by the City Council on June 4, 2025.)

7. Public Works Department
SUBJECT: Second Amendment to Agreement 32300336 with Bureau Veritas Technical Assessments, LLC for Facilities Condition Assessments, ADA Assessments, and Facility Cost Models.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Bureau Veritas Technical Assessments, LLC, increasing the amount by $252,491 for a new contract value of $592,491 and extend the term to March 21, 2027, for facility condition assessments, ADA assessments, and facility cost models.

(This item did not originate in Committee as it is a continuation from an item previously taken to Council.)

8. City Attorney Department
SUBJECT: Fireworks Ordinance.
RECOMMENDATION: That the City Council adopt **Ordinance No. 3076** titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE."

(The Community Service, Public Safety, Housing & Economic Development Committee approved 3-0 on March 24, 2026.)

9. Housing Department
SUBJECT: Declaration of Surplus Public Lands and Resolution Determining the Lands Exempt from the Surplus Land Act (Assessor Parcel Numbers 202-0-103-175 and 202-0-103-235)
RECOMMENDATION:
1. That the City Council adopt **Resolution No. 16,031** declaring two specific parcels of real property located in downtown Oxnard (Assessor Parcel Numbers 202-0-103-175 and 202-0-103-235) to be surplus to the needs of the City and to constitute exempt surplus land pursuant to Government Code Section 54221(f)(1)(B), and

2. Authorize the City Manager to do all things deemed necessary to effectuate the purpose of the Resolution.

(This item did not originate in Committee.)

Consent Item Nos. L-1
It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the Information/Consent Item No. L-1 as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

Consent Item No. L-2
Councilman Starr request that, in the future, the recommendations be presented as two separate items. No action was required. It was a receive and file.

Consent Item No. L-3*
*Consent Item L-3 will be listed in the Oxnard Housing Authority minutes.

Consent Item Nos. L-6
It was moved by Councilwoman Perez, seconded by Councilmember Perello, to approve the Information/Consent Item No. L-6 as presented. VOTE: Perez, Rodriguez, Starr, Basua and Perello voted in favor; the motion carried 5-0. Mayor Pro Tem Teran recused himself. Mayor Mc Arthur was absent.

Consent Item Nos. L-4, L-5, L-7, L-8 and L-9
It was moved by Councilwoman Rodriguez, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

OXNARD HOUSING AUTHORITY

At 7:34 p.m., the joint meeting with the Oxnard Housing Authority concluded.

M. PUBLIC HEARINGS

1. Housing Department
SUBJECT: TEFRA Hearing - Aspire Apartments.
RECOMMENDATION: That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance and reissuance of tax-exempt bond financing for the benefit of Aspire Apartments LP for an 88-unit, including one manager unit, multifamily rental affordable housing project located at 536-538 Meta Street, and

2. Adopt **Resolution No. 16,032** of the City Council of the City of Oxnard approving a plan of finance including the issuance and reissuance of exempt facility bonds by the California Municipal Finance Authority in an aggregate outstanding principal amount not to exceed $25,000,000 to finance and refinance a qualified residential rental project for the benefit of Aspire Apartments LP (or an affiliate), and certain other matters relating thereto.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on April 9, 2026 and stated there were no written communications received.

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

The Housing Director presented and was available to answer questions.

Mayor Pro Tem Teran opened the public testimony portion of the public hearing.

Public comments were received from Jackson Piper.

It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to close the public testimony portion of the public hearing. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

Discussion ensued among the Council and staff.

It was moved by Councilwoman Rodriguez, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor. The motion carried 6-0. Mayor Mc Arthur was absent.

2. Housing Department
SUBJECT: TEFRA Hearing - Cypress Place at Garden City, Phase II Apartments.
RECOMMENDATION: That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance and reissuance of tax-exempt bond financing for the benefit of Cypress Place at Garden City II, LP for a 60-unit, including one manager unit, multifamily rental housing project located at 5482 Cypress Road; and

2. Adopt **Resolution No. 16,033** of the City Council of the City of Oxnard approving a plan of finance of the California Municipal Finance Authority to issue and reissue revenue bonds for a qualified residential rental project in a principal amount not to exceed $20,000,000 for the benefit of Cypress Place at Garden City II LP, and certain other matters relating thereto.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on April 9, 2026 and stated there were no written communications received.

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

The Housing Director and Katherine Aguilar with Peoples Self-Help Housing presented and was available to answer questions.

Mayor Pro Tem Teran 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.

It was moved by Councilwoman Basua, seconded by Councilman Starr, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

3. Housing Department
SUBJECT: TEFRA Hearing - Lockwood III Apartments.
RECOMMENDATION: That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance and reissuance of tax-exempt bond financing for the benefit of Lockwood 3 Oxnard LP for a 234-unit, including two manager units, multifamily rental affordable housing project located at 2151 Lockwood Street; and

2. Adopt **Resolution No. 16,034** of the City Council of the City of Oxnard approving the issuance and reissuance of the California Municipal Finance Authority exempt facility bonds for a qualified residential rental project in an aggregate principal amount not to exceed $70,000,000 for the purpose of financing or refinancing the acquisition, construction, improvement and equipping of Lockwood III, and certain other matters relating thereto.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on April 2, 2026 and stated there were no written communications received.

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

The Housing Director presented and was available to answer questions.

Mayor Pro Tem Teran 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.

It was moved by Councilwoman Basua, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor. The motion carried 6-0. Mayor Mc Arthur was absent.

N. REPORTS

1. Fire Department

SUBJECT: Formal Adoption of the 2026 City of Oxnard Emergency Operations Plan (EOP) Update.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 16,035** formally adopting the 2026 Emergency Operations Plan Update titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE EMERGENCY OPERATIONS PLAN UPDATE FOR THE CITY OF OXNARD AND LETTER OF PROMULGATION

2. Authorize the City Manager to execute the Mutual Aid Agreement with The American Society for the Prevention of Cruelty to Animals (ASPCA) to provide assistance and service to animals impacted by Disasters.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 24, 2026.)

The Fire Chief and Emergency Services Manager presented and were available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Councilwoman Perez, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

2. Fire Department

SUBJECT: Amending Chapter 6 of the Oxnard City Code Related to the Disaster Council.

RECOMMENDATION: That the City Council introduce by title only, waiving further reading of an ordinance amending Chapter 6 of the Oxnard City Code titled:

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING SECTION 6-5 OF CHAPTER 6 OF THE OXNARD CITY CODE RELATING TO THE DISASTER COUNCIL

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 24, 2026.)

The City Council approved the introduction of the Ordinance at the April 7, 2026 City Council meeting.

The Fire Chief and Emergency Services Manager presented and were available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Rodriguez, Starr, Basua, Perello, Perez and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

3. Public Works Department
SUBJECT: Ratify an Emergency Order and Approve Contract 32600454 with Toro Enterprises, Inc. for Emergency Repairs on a Water Main on Channel Islands Blvd and Statham Blvd in an Amount Not to Exceed $250,000.
RECOMMENDATION: That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency contract with Toro Enterprises, Inc. for $210,266.11 and a project contingency amount of $39,733.89 for an overall total amount not to exceed $250,000.00 for Emergency Repairs on a Water Main at the intersection of Channel Islands Blvd and Statham Blvd; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(This item did not originate in Committee.)

The Public Works Director presented and was available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

4. Public Works Department
SUBJECT: Grant Application Authorization for $1,092,000 for the Kamala Park Neighborhood Cast Iron Pipe Replacement Capital Improvement Project.
RECOMMENDATION: That the City Council:

1. Authorize the City Manager or designee to submit a grant application to the U.S. Environmental Protection Agency for $1,092,000 (with 20% local match of $218,400) in Community Project Funding for the Kamala Park Neighborhood Cast Iron Pipe Replacement Capital Improvement Project C2228;
2. Authorize the City Manager or designee to execute all documents, including but not limited to applications, agreements, and amendments necessary to secure grant funds and implement the approved grant project;
3. Authorize the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of the grant funds; and
4. Authorize the Public Works Director or designee to submit non-financial reports.

(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.)

The Public Works Director presented and was available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Councilwoman Rodriguez, seconded by Councilmember Perello, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

5. Public Works Department

SUBJECT: Second Amendment to Agreement A-8280 with Waste Management of California, Inc. for Solid Waste Disposal.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-8280 with Waste Management of California, Inc. to extend the term for one year, from May 15, 2026, to May 14, 2027, and in the amount of $12,447,104 for a new not-to-exceed agreement value of $65,657,827.

(This item did not originate in Committee as it is a continuation from an item previously taken to Council.)

This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15301(b); 15307; and 15061(b)(3).

Assistant Public Works Director Yanez presented and was available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

6. Housing Department

SUBJECT: Exclusive Negotiation Agreement Between the City of Oxnard, the Parking Authority of the City of Oxnard, and JB Jonesboro, LLC

RECOMMENDATION:

1. That the City Council authorize the Mayor to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC (A-8613) regarding the City-owned parcels between West 5th and West 6th Streets and South B and South C Streets: 318 West Fifth St. (APN 202-0-103-210), 321 West Sixth St. (202-0-103-130), and APNs 202-0-103-115, 202-0-103-175, 202-0-103-225, 202-0-103-235; and

2. That the Board of the Parking Authority authorize the Chairperson to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC regarding the Parking Authority-owned parcels between West 5th and West 6th Streets and South B and South C Streets, APNs: 202-0-103-025, 202-0-103-185, 202-0-103-145, and 202-0-103-205.

(This item did not originate in Committee)

The City Clerk stated for the record that Recommendation No. 2 with the Oxnard Board of the Parking Authority is being continued to May 5, 2026.

Housing Director presented and was available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Barbara Macri-Ortiz.

It was moved by Councilwoman Basua, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

7. City Manager Department

SUBJECT: California Public Records Act Update and Amending the Position Control Resolution for the City Manager's Office.

RECOMMENDATION: That the City Council:

1. Receive and file a report on the California Public Records Act Request Activity; and

2. Adopt **Resolution No. 16,036** amending the Full-Time Equivalent Resolution No. 15,885 for the City Managers' Office to add one full-time Administrative Services Specialist position, and reclassify one Administrative Services Analyst position to an Administrative Services Analyst Senior position, effective upon adoption, and take related actions as necessary.

The Finance & Governance Committee voted 1-1 on March 24, 2026 and the motion to recommend this item to City Council failed.

Assistant City Manager Sonstegard and Assistant City Attorney Zaragoza presented and were available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Eric Andrist.

It was moved by Councilwoman Basua, seconded by Councilmember Perello, to approve the recommended action. VOTE: Rodriguez, Starr, Basua, Perello, Perez and Teran voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Teran adjourned the meeting at 9:22 p.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

GABE TERAN
Mayor Pro Tem

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Monthly Investment Report for the period ending March 31, 2026.

RECOMMENDATION

That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

BACKGROUND

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

DISCUSSION:

The City's total cash and investment position as of March 31, 2026, was $504.9 million, with $18.8 million in cash accounts and $486.1 million in investments, as summarized in the table below.

Cash and Investment Position	March 2026
Cash	
Bank of America General Account	$ 12,161,362.89
Bank of America Successor Agency Account	6,622,346.73
Bank of America Citations Account	46,102.00
Bank of America Golf Course Account	-
Total Cash	**18,829,811.62**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	53,374,716.75
CAMP	221,512,284.07
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	12,841,913.00
U.S. Treasury Notes *	5,008,830.00
U.S. Government Sponsored Entities *	118,326,830.80
Total Investments	**486,064,574.62**
Total Cash and Investments	**$ 504,894,386.24**

* Market Value

Statutory Compliance

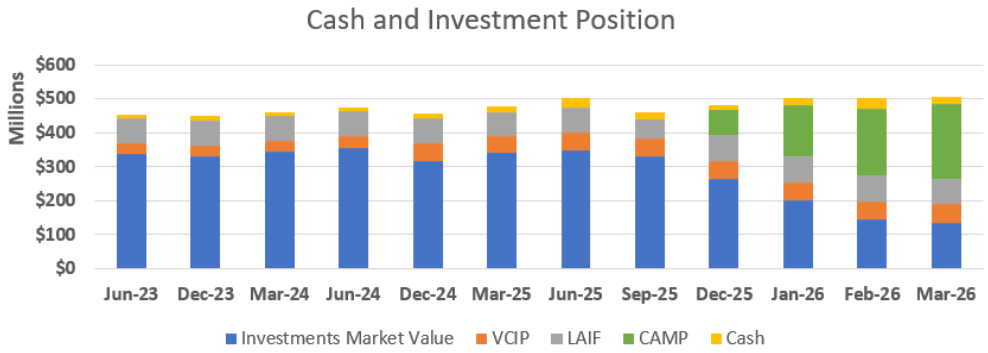
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of March 31, 2026, by authorized investment and duration, for a total portfolio amount of $486.1 million.

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	$ 75.0	$-	$-	**$75.0**	3.83%	15.43%
VCIP	n/a	53.4	-	-	**53.4**	4.13%	10.98%
CAMP	n/a	221.5	-	-	**221.5**	3.80%	45.57%
Federal Agencies	n/a	82.3	21.1	15.0	**118.3**	2.56%	24.34%
Medium Term Notes	30%	12.8	-	-	**12.8**	1.31%	2.64%
Treasuries	n/a	5.0	-	-	**5.0**	4.28%	1.03%
Total Investment		**$450.0**	**$21.1**	**$15.0**	**$486.1**	**3.48%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, as of March 31, 2026, increased by $3.3 million compared with the prior month. The trend for the cash and investment position is represented in the following chart.



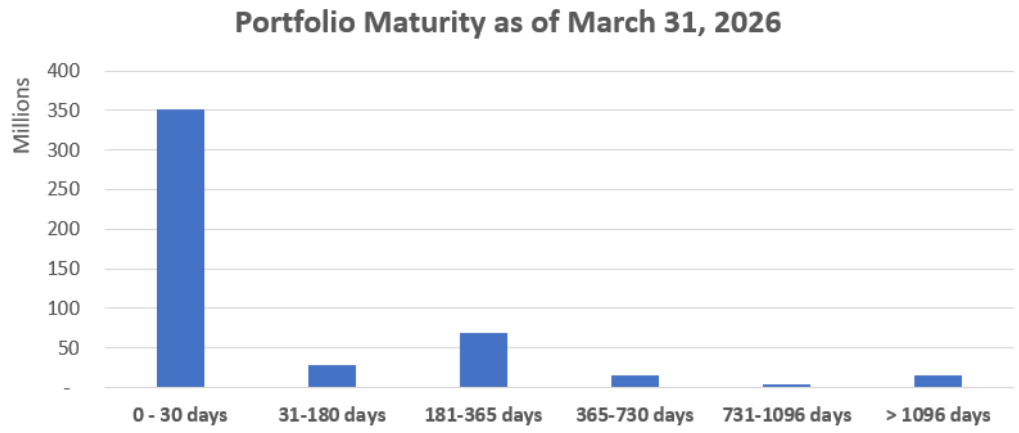
The California Government Code and the City's investment policy define the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included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

CITY OF OXNARD CALIFORNIA

City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
March 31, 2026

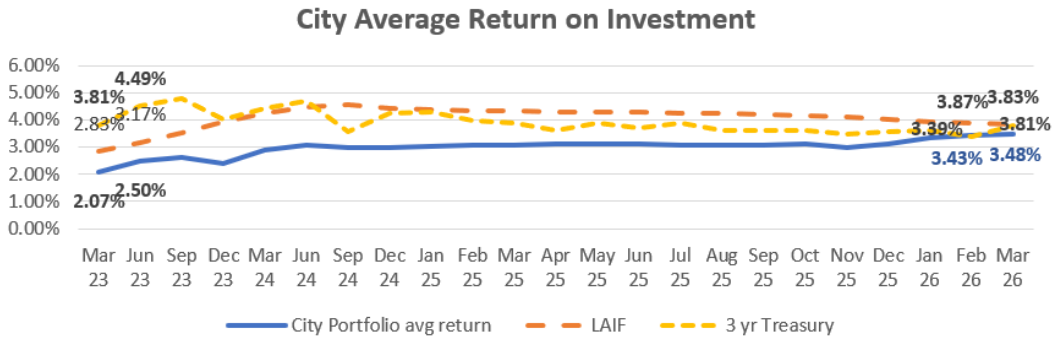
Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW
California Asset Mgmt Program	221,512,284.07	221,512,284.07	221,512,284.07	45.48	0.000	1	0	3.800	3.800
County Investment Pool	53,374,716.75	53,374,716.75	53,374,716.75	10.96	0.000	1	0	4.130	4.130
Federal Agency Coupon	119,250,000.00	119,121,413.89	118,326,830.80	24.46	99.226	407	47	2.558	2.553
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	15.40	0.000	1	0	3.826	3.826
Medium Term Notes	13,000,000.00	12,999,928.86	12,841,913.00	2.67	98.784	101	0	1.314	1.314
Treasury Coupon Securities	5,000,000.00	4,995,745.29	5,008,830.00	1.03	100.177	213	0	4.277	4.277
Report Totals:	487,137,000.82	487,004,088.86	486,064,574.62	100 %	27.935	105	47	3.475	3.474

The chart below represents the City's investment portfolio classified by days until maturities from March 31, 2026. Pooled investments in LAIF, CAMP 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 March was 3.48%, LAIF average monthly effective yields for the same period was 3.83%. 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. 202603 Investment Report

Investment report
for the month Ended in March 31, 2026

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,994) adopted by the City Council held on July 1, 2025

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

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

04/20/2026
Date

City of Oxnard
Cash and Investment Summary
Month Ended
March 31, 2026

Cash and Investment Position		Mar 2026
Cash		
Bank of America General Account	$	12,161,362.89
Bank of America Successor Agency Account		6,622,346.73
Bank of America Citations Account		46,102.00
Bank of America Golf Course Account		-
		18,829,811.62
Investments		
Local Agency Investment Fund (LAIF)		75,000,000.00
Ventura County Investment Pool (VCIP)		53,374,716.75
CAMP		221,512,284.07
Certificates of Deposits		-
Bank Notes		-
Municipal Bonds		-
Federal Agency		-
Supra-National Agency Bonds *		-
Medium Term Notes *		12,841,913.00
U.S. Treasury Notes *		5,008,830.00
U.S. Government Sponsored Entities *		118,326,830.80
Total Investments		**486,064,574.62**
Total Cash and Investments	**$**	**504,894,386.24**

* Market Value

Investment Portfolio Detail
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
California Asset Mgmt Program									
CAMP	Caliifornia Asset Management P	12/1/2025	221,512,284.07	221,512,284.07	221,512,284.07	3.800	1	3.800	
County Investment Pool									
VCIP	Ventura County Investment Pool		53,374,716.75	53,374,716.75	53,374,716.75	4.130	1	4.130	
Federal Agency Coupon Securities									
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,077,950.00	9,992,844.05	4.250	635	4.294	12/27/2027
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,012,185.00	4,989,701.99	4.340	631	4.468	12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	4,998,830.00	5,000,000.00	4.600	1,154	4.600	5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	985,539.00	1,000,000.00	1.140	202	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	983,202.00	1,000,000.00	1.700	302	1.700	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	984,655.00	1,000,000.00	2.000	322	2.000	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	984,655.00	1,000,000.00	2.000	322	2.000	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	984,691.00	1,000,000.00	2.050	330	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	984,408.00	1,000,000.00	2.000	330	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	984,517.00	1,000,000.00	2.030	330	2.030	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	988,492.00	1,000,000.00	2.500	330	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,972,514.00	2,000,000.00	2.250	337	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	985,813.00	1,000,000.00	2.200	337	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	985,813.00	1,000,000.00	2.200	337	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,281,556.90	1,299,278.50	2.200	337	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,662,893.90	2,699,500.50	2.250	337	2.271	3/4/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	992,225.00	1,000,000.00	3.000	358	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	993,082.00	1,000,000.00	3.000	358	3.000	3/25/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,911,210.00	9,890,898.51	2.250	209	4.250	10/27/2026
3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,003,505.00	4,999,640.73	4.400	782	4.403	5/22/2028
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	4,993,955.00	5,000,000.00	4.520	1,154	4.520	5/29/2029
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	997,966.00	1,000,000.00	1.125	28	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	998,045.00	1,000,000.00	1.250	28	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	995,849.00	1,000,000.00	1.050	55	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	996,003.00	1,000,000.00	1.200	56	0.957	5/27/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,970,240.00	5,000,000.00	1.000	76	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,969,055.00	5,000,000.00	1.030	83	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,977,074.00	3,000,000.00	1.125	105	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	987,716.00	1,000,000.00	1.080	167	1.080	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	985,912.00	1,000,000.00	1.100	195	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	985,912.00	1,000,000.00	1.100	195	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,226.00	1,000,000.00	1.050	197	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,226.00	1,000,000.00	1.050	197	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,226.00	1,000,000.00	1.050	197	1.050	10/15/2026

Investment Portfolio Detail
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,173.00	999,967.67	1.040	197	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,226.00	1,000,000.00	1.050	197	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	985,173.00	1,000,000.00	1.040	197	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,955,222.00	3,000,000.00	1.100	203	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	985,432.00	1,000,000.00	1.150	204	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,970,864.00	2,000,000.00	1.150	204	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,970,160.00	2,000,000.00	1.200	208	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	985,161.00	1,000,000.00	1.180	208	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,970,160.00	1,999,886.11	1.200	208	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	985,549.00	1,000,000.00	1.250	208	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,971,098.00	2,000,000.00	1.250	208	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	985,549.00	1,000,000.00	1.250	208	1.250	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	993,450.00	1,000,000.00	2.000	210	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,970,044.00	2,000,000.00	1.180	210	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	985,623.00	1,000,000.00	1.250	210	1.250	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	984,564.00	1,000,000.00	1.250	223	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	984,564.00	999,695.83	1.250	223	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	984,564.00	1,000,000.00	1.250	223	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	985,086.00	1,000,000.00	1.375	229	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	985,086.00	1,000,000.00	1.375	229	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	985,132.00	1,000,000.00	1.400	229	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	984,638.00	1,000,000.00	1.375	231	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	985,414.00	1,000,000.00	1.500	236	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	987,130.00	1,000,000.00	2.000	266	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,230,420.00	1,250,000.00	1.625	273	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	993,877.00	1,000,000.00	3.250	377	3.250	4/13/2027
3134HBSZ5	Federal Home Loan Mtg Corp	6/4/2025	5,000,000.00	4,981,330.00	5,000,000.00	4.550	1,160	4.550	6/4/2029

Investment Portfolio Detail
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	3.826	1	3.826	
Medium Term Notes									
06048WL99	Bank of America	5/14/2021	1,000,000.00	989,933.00	1,000,000.00	1.400	43	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,979,866.00	2,000,000.00	1.400	43	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,979,866.00	2,000,000.00	1.400	43	1.400	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	992,862.00	999,928.86	1.200	85	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	987,279.00	1,000,000.00	1.200	120	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	984,462.00	1,000,000.00	1.250	176	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	984,462.00	1,000,000.00	1.250	176	1.250	9/24/2026
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	987,849.00	1,000,000.00	1.400	111	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	987,720.00	1,000,000.00	1.350	138	1.350	8/17/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	983,807.00	1,000,000.00	1.200	149	1.200	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	983,807.00	1,000,000.00	1.200	149	1.200	8/28/2026
Treasury Coupon Securities									
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,008,830.00	4,995,745.29	4.125	213	4.277	10/31/2026
			$487,137,000.82	**$486,064,574.62**	**$487,004,088.86**				

Monthly Investment Activities

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	3/3/2026	Purchase		CAMP		10,000,000.00		
	3/26/2026	Purchase		CAMP		15,000,000.00		
Total Purchases						**$ 25,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	3/2/2026	Maturity	31422XAS1	FEDERAL AGRI MTG CORP M T N		1,000,000.00	0.610	03/02/2026
	3/10/2026	Call	3130AR2D2	FEDERAL HOME LOAN BKS		1,000,000.00	3.034	03/10/2027
	3/10/2026	Maturity	3130ALFS8	FEDERAL HOME LOAN BKS		1,000,000.00	0.800	03/10/2026
	3/16/2026	Maturity	3130ALDN1	FEDERAL HOME LOAN BKS		2,000,000.00	0.800	03/16/2026
	3/17/2026	Maturity	3130ALGB4	FEDERAL HOME LOAN BKS		1,000,000.00	0.800	03/17/2026
	3/23/2025	Maturity	3130ALGC2	FEDERAL HOME LOAN BKS		1,000,000	0.875	03/23/2026
	3/23/2025	Maturity	3130ALGJ7	FEDERAL HOME LOAN BKS		975,000	1.000	03/23/2026
	2/24/2026	Maturity	3130ALLN2	FEDERAL HOME LOAN BKS		2,000,000.00	0.871	03/24/2026
Total Maturities, Calls & Sales						**$ 9,975,000.00**		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Ordinance No. 3078 Updating Chapter 6-5 Disaster Council.

RECOMMENDATION

That the City Council adopt Ordinance No. 3078 titled:

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 6-5 OF CHAPTER 6 OF THE OXNARD CITY CODE RELATING TO THE DISASTER COUNCIL

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 24, 2026. The City Council approved the introduction of the Ordinance at the April 7, 2026 City Council meeting by a 6-0 vote.)

BACKGROUND

The ordinance language for the City of Oxnard's Disaster Council was originally adopted under earlier civil defense and emergency management frameworks from the 1950s through the 1970s. Since that time, the City has completed extensive updates to its Emergency Operations Plan (EOP), which has established a modern approach to emergency preparedness, response and recovery, and aligns with today's state and federal guidelines.

The proposed ordinance amendment updates Chapter 6 of the City Code related to Oxnard's emergency planning, preparedness and response efforts, with a focus on clarifying and modernizing the Disaster Council provisions. These updates are intended to ensure the City's emergency response and recovery structure aligns with current operational practices, the City's Emergency Operations Plan (EOP), and applicable state emergency management requirements.

DISCUSSION

California's Disaster Council system originated in response to wartime threats facing the West Coast following the attack on Pearl Harbor. It later evolved to include natural disasters and other emergencies through the California Emergency Services Act (CESA), a state law enacted in 1970 that establishes the legal framework for emergency management and disaster response in California.

Oxnard joined approximately 85 California cities and counties when the state accredited its Disaster Council on July 7, 1950. The majority of cities gained accreditation by the mid-1950s, and later accreditations were issued as newer cities were incorporated. Over the years, many cities and counties have used the State's template language to create their emergency ordinance and Disaster Council. With the update and modernization of Oxnard's Emergency Operations Plan, staff recommends updating its disaster council language to align with the City's current emergency management structure.

A Disaster Council serves as an advisory body that focuses on developing, reviewing, and implementing emergency plans approved by the City Council. The City's Emergency Manager spends a significant amount of time spearheading the various projects that support Oxnard's response to an emergency, including maintaining and updating its Emergency

Operations Plan, Local Hazard Mitigation Plan, and ensuring adherence to new state and federal mandates related to disaster preparedness, response and recovery. The updated ordinance language reflects the role that public safety officials and various department heads and emergency response personnel play in reviewing and updating plans and processes that ensure effective coordination before, during, and after emergencies.

The revised ordinance language clarifies Disaster Council membership to include key leadership and coordination roles identified in the City's EOP, including designated section coordinators such as Operations, Planning and Intelligence, Logistics, and Finance and Administration. This structure ensures consistency between policy-level oversight and operational response.

The proposed update removes the annual meeting mandate and replaces it with language that authorizes the Disaster Council to meet upon call of the Chair or Vice Chair, consistent with best practices used by peer jurisdictions. This approach provides flexibility to convene the Disaster Council when coordination, planning review, or emergency-related matters require attention, rather than on a predetermined schedule that may not align with operational needs.

The revised language also clarifies the Disaster Council's authority to develop and recommend to the City Council for adoption emergency response plans, mutual aid plans, and the rules, regulations, and agreements necessary to implement those plans. This structure ensures that emergency planning remains responsive, timely, and coordinated, while maintaining City Council oversight and approval authority.

These updates do not expand emergency powers or reduce transparency. Instead, they align governance language with how emergency preparedness and coordination are effectively managed in comparable cities and ensure the Disaster Council can be convened when it adds the greatest value.

The City Council approved the introduction of the Ordinance at the April 7, 2026 City Council meeting by a 6-0 vote.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed ordinance amendment has no fiscal impact. The changes formalize existing emergency management practices and do not require additional staffing, resources, or operational expenditures.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 24, 2026 to approve the staff recommendation and to forward the item for Council approval.

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

Please click the following link to view the Community Services, Public Safety, Housing & Development Committee meeting from March 24, 2026: https://www.youtube.com/watch?v=T7hgeg-SQYI

Prepared by: Candy Campbell, Emergency Services Manager

ATTACHMENTS

1. Updated EOP Disaster Council Ordinance

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING SECTION 6-5 OF CHAPTER 6 OF THE OXNARD CITY CODE RELATING TO THE DISASTER COUNCIL

WHEREAS, protecting life and property through effective emergency preparedness, response, recovery, and mitigation is a core responsibility and highest priority of the City of Oxnard ("City); and

WHEREAS, the City Council adopted an updated all-hazards Emergency Operations Plan ("EOP") in 2026 that establishes a modern, scalable framework aligned with the Standardized Emergency Management System, the National Incident Management System, and guidelines of the California Governor's Office of Emergency Services ("Cal OES"); and

WHEREAS, the existing language in Section 6-5 of the Oxnard City Code ("OCC") governing the Disaster Council must be updated to reflect changes in the EOP; and

WHEREAS, the Disaster Council serves as an important advisory body to the City Council and the Director of Emergency Services for reviewing and recommending emergency plans, mutual aid agreements, policies, and procedures that support coordinated preparedness and response; and

WHEREAS, updating the Disaster Council's membership to include key Emergency Operations Center section coordinators (Operations, Planning & Intelligence, Logistics, Finance & Administration, Public Information Officer, Liaison Officer, and others identified in the EOP) will ensure alignment between the advisory body and the City's actual incident-management structure; and

WHEREAS, these revisions to the City's emergency governing framework maintain CAL OES accreditation under California Government Code section 8612, support the City Council's Public Safety strategic priority, and ensure compliance with the EOP and the California Emergency Services Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Code Amendment. Section 6-5 of the Oxnard City Code is hereby amended to read as follows:

"SEC. 6-5. DISASTER COUNCIL.

(A) There is hereby established a disaster council, consisting of the following:

(1) The director of the OES, who shall be the chair;

(2) The city fire chief or such other city officer or employee as may be designated in writing by the city manager, who shall serve as the vice chair;

(3) The police chief;

(4) The emergency services manager;

(5) The section coordinators designated in the city's emergency plan; and

(6) The public works director.

(B) The city disaster council shall develop and recommend for adoption by the city council emergency response plans and mutual aid plans, as well as the rules, regulations and agreements that are necessary to implement such plans. The disaster council shall meet upon call of the chairperson, or upon the call of the vice chairperson in the event of the chairperson's absence from the city or inability to call such meeting."

Part 3. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Part 4 Pursuant to Government Code section 36933(c)(l), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____ was first read on April 21, 2026, finally adopted on _____, 2026 to become effective on thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: May 5, 2026

TO: Parking Authority

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

SUBJECT: Exclusive Negotiation Agreement Between the Parking Authority of the City of Oxnard and JB Jonesboro, LLC.

RECOMMENDATION

That the Board of the Parking Authority authorize the Chairperson to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC (A-8613) regarding the Parking Authority-owned parcels between West 5th and West 6th Streets and South B and South C Streets, APNs: 202-0-103-025, 202-0-103-185, 202-0-103-145, and 202-0-103-205.

(This item did not originate in Committee.)

BACKGROUND

On April 21, 2026, staff introduced the Exclusive Negotiation Agreement with JB Jonesboro, LLC for the development of the City-owned parcels between West 5th and West 6th Streets and South B and South C Streets: 318 West Fifth St. (APN 202-0-103-210), 321 West Sixth St. (202-0-103-130), and APNs 202-0-103-115, 202-0-103-175, 202-0-103-225, 202-0-103-235 and the Parking Authority-owned parcels between West 5th and West 6th Streets and South B and South C Streets, APNs: 202-0-103-025, 202-0-103-185, 202-0-103-145, and 202-0-103-205. Collectively, the 10 parcels are referred to as the "Properties." The City Council approved the recommended action.

Because the April 21, 2026 Council Agenda did not notice the meeting for the Parking Authority, staff did not move forward with action on the Parking Authority–owned parcels. Instead, staff proposed returning to the Parking Authority Board on May 5, 2026, to consider those parcels.

DISCUSSION

On March 17, 2026, JB Jonesboro, LLC ("Developer") provided a letter of interest to acquire the Properties from the City and the Parking Authority. The Developer wishes to pursue the development of the Properties as high-quality mixed-use projects including residential and commercial components that would contribute to revitalization of downtown Oxnard, expand the tax base, and align with the City's adopted plans and policies.

The Developer currently owns the property in the northeast corner of the South Plaza block (300 West Fifth Street) and is in escrow to acquire the properties in the northwest (344 South C Street) and southwest (560 South C Street) corners. The Developer is a limited liability corporation managed by Spinridge, a Southern California based commercial real estate owner. Spinridge manages a portfolio of 44 properties comprising 260,000 square feet. To develop South Plaza, Spinridge will partner with Bayspring, a client-driven real estate development firm with the goal of creating successful residential mixed-use properties. Bayspring principals have successfully developed over $8 Billion in residential mixed-use projects across California.

The proposed Exclusive Negotiation Agreement (ENA) provides a 12-month negotiation period with the option to extend the negotiations twice, each for six (6) months. If the Board approves the ENA, staff will negotiate with the Developer to

prepare a Disposition and Development Agreement (DDA) with respect to the acquisition and development of the Properties for consideration by the City Council and the Board.

Final approval of the DDA would be subject to City Council and Board approval. The DDA would require the property to revert back to the City if the Developer does not develop the property in a timely manner and pursuant to the terms of the DDA.

The requested action only authorizes staff to negotiate with the Developer; it does not approve a project for the Properties. The City would retain its approval authority ensuring the development furthers the vision for Downtown.

ENVIRONMENTAL IMPACT

Entering into the ENA will not result in a direct or reasonably indirect potential change in the environment (CEQA Guidelines Section 15060(c)(2)). Before any development of the property that is subject to the ENA can occur, the City Council and the Board would have to agree to the sale of the property and the Developer would have to obtain the necessary entitlements for the development of the Site.

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 ENA requires the Developer to provide a $5,000 deposit that becomes nonrefundable in 90 days.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously considered by the Board of the Parking Authority in Closed Session on April 7, 2026.

Please click here to view the April 21, 2026 City Council Meeting recording.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - Exclusive Negotiating Agreement A-8613 and Site Map
2. Attachment 2- 04.21.26 Staff Report without attachments

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, effective this _____ day of May 2026 (the "Effective Date"), by and between the City of Oxnard, a California municipal corporation ("City"), the Parking Authority of the City of Oxnard, a body corporate and politic ("Parking Authority") and JB Jonesboro, LLC, a California limited liability company ("Developer"). The City, the Parking Authority, and the Developer, collectively, shall be referred to as the "Parties."

A. The City and the Parking Authority are the owners of specific parcels located in downtown Oxnard that are generally described in Exhibit A, which is attached hereto and incorporated herein by this reference, collectively referred to as the "Properties". Of the ten total parcels constituting the Properties, the State of California Department of Housing and Community Development (HCD) has provided a letter confirming that for eight of the parcels all requirements of the Surplus Land Act (Government Code sections 54220 et seq.) have been met for purposes of disposing of the surplus land. On April 21, 2026, the City Council of the City of Oxnard, following the required notice of surplus, declared the two remaining parcels surplus to the City's needs and adopted a resolution pursuant to Section 54221(f)(1)(b) of the Government Code of California, supported by written findings, determining that the two parcels (APNs 202-0-103-175 and 202-0-103-235) qualify as exempt surplus land and are therefore exempt from the standard Surplus Land Act disposition procedures. Following these determinations, the City and the Parking Authority now wish to grant the Developer an exclusive period to negotiate the potential acquisition and development of the Properties.

B. The Developer wishes to pursue the development of the Properties as high-quality mixed-use projects including residential and commercial components that would contribute to revitalization of downtown Oxnard, expand the tax base, and align with the City's adopted plans and policies.

C. Pursuant to the terms of the Agreement, the City and the Parking Authority wish to grant an exclusive period of time for the Developer to consider the development of the Properties and to negotiate necessary agreements with the City and the Parking Authority for the acquisition and subsequent development of the Properties.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, the Parking Authority and Developer agree as follows:

1. Exclusive Negotiation Regarding the Properties

a. The Parties agree to negotiate in good faith for a period beginning on the date of this Agreement and ending twelve (12) months thereafter (subject to two possible extensions as provided in Section 2 below), hereafter, the "Negotiation Period," regarding the Developer's acquisition and development of the Property for a residential/commercial mixed-use development in downtown Oxnard. The parties agree that the objective of their negotiations is to discuss and prepare a disposition agreement to be considered for execution between the Parties, in the manner set forth herein, with respect to the acquisition and development of the Properties. The negotiations may include discussions concerning the residential and commercial components and potential commercial tenants of the proposed development, the terms of a Disposition and Development Agreement ("DDA"), and the project entitlement process. The Parties shall negotiate in good faith to achieve the following milestones: (i) a term sheet for the DDA within sixty (60) days after the Effective Date; (ii) a draft DDA within one hundred twenty (120) days after the Effective Date; and (iii) a final form of DDA prior to expiration of the Negotiation Period. For avoidance of doubt, the milestones listed herein are ideal goals for the Parties to achieve, rather than mandatory milestones. With this Agreement, the City and/or the Parking Authority do not make any commitments regarding:

i. Ability or desire to enter into any agreement regarding the Developer's possible acquisition and development of the Property; or

ii. Whether the City or the Parking Authority will make the finding necessary for the disposition of publicly owned property.

b. During the Negotiation Period, the Developer may complete certain predevelopment studies and activities related to the development of the Property, which predevelopment studies and activities shall include (but are not limited to) the following:

i. Document how the Developer's proposed development is consistent with the City Downtown Oxnard Vision and the Downtown Development Code, will help facilitate the redevelopment of the downtown area, and improve the local economy and expand the City's tax base;

ii. Prepare and submit a Pre-Development Advisory Committee (Pre-DAC) application to the City for consideration of the proposed development;

iii. Prepare a site plan, renderings and designs for the project proposed to be constructed on the Properties;

iv. Pursue acquisition of the abutting privately owned property if the Developer wishes to incorporate such property into the development of the Properties; and

v. Negotiate with the City and the Parking Authority for the acquisition of the Properties and preparation of necessary disposition documents.

vi. Explore with the City and the Parking Authority the potential acquisition of other parcels through what would be a separate negotiation and ENA. Negotiations will include defining certain milestones related to the Properties (e.g., submitting Pre-DAC) as predecessors to commencing that separate negotiation and ENA.

c. Nothing herein is intended to prohibit the City and the Parking Authority from furnishing any information concerning the Properties which they may be required by law to furnish or which they would otherwise normally furnish to persons requesting information concerning the City's and Parking Authority's activities, goals, and matters of a similar nature.

d. The City and Parking Authority agree that, to the fullest extent permitted by applicable law, the Developer shall be and hereby is granted an exclusive role as "developer" for the Properties for the purposes described herein for the Negotiation Period. In furtherance of the foregoing, during the term of this Agreement, the City and Parking Authority agree not to, directly or indirectly:

i. Engage another person or entity as "developer" (or any similar role) or to cause or allow any such engagement with respect to the Properties for the purposes described herein.

ii. Solicit, initiate, or encourage proposals or offers from any third party relating to the disposition, development, or use of the Properties;

iii. Enter into, continue, or participate in any discussions or negotiations with any third party regarding the foregoing; or

iv. Provide any non-public information regarding the Properties to any third party for such purposes.

e. The City and Parking Authority shall promptly cease any existing discussions or negotiations with third parties concerning the Properties as of the Effective Date.

f. Notwithstanding the foregoing, nothing herein shall prevent the City or Parking Authority from complying with applicable law, provided such compliance does not materially impair the exclusivity granted to Developer.

2. Extension of Agreement. Developer shall have the right to extend the Negotiation Period for up to two (2) additional six (6) month periods upon written approval from the City Manager and Executive Director of the Parking Authority, provided Developer is actively pursuing the activities described herein. The City and Parking Authority shall not unreasonably withhold, condition, or delay agreement to such extension. Any such extensions executed by the City Manager and the Executive Director of the Parking Authority do not require further approval from the City Council or the Board of the Parking Authority.

3. Independent Consideration. The Developer shall make a good-faith deposit of $5,000, applicable to City staff time related to this ENA. The City and the Parking Authority agree and acknowledge this is good and sufficient consideration for the Developer's right to terminate this Agreement at any time for any reason or no reason. It is the express intent of the Parties hereto that this Agreement shall not be void or voidable for lack of mutuality.

4. Limitation on Remedies for Breach or Default and Release of Claims

a. The Parties would not have agreed to any part of this Agreement if they and/or their respective officers, officials, employees, and agents were collectively or separately liable to the other for any amount of monetary damages or other remedies. Accordingly, the Parties acknowledge and agree that the other party's exclusive rights and remedies upon any breach or default as set forth in this Agreement is to terminate this Agreement. The Parties each acknowledge that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

b. Civil Code Section 1542 notwithstanding, it is the Parties' intentions to be bound by the limitation on remedies set forth in this Section, and the Parties hereby release any and all claims against the others and their respective officers, officials, employees, and agents for monetary damages or other legal or equitable relief with respect to a breach of this Agreement, whether or not such released claims were known or unknown to such party as of its entry into this Agreement. Notwithstanding the foregoing, the 1542 waiver described in this section shall not apply to claims arising from fraud, willful misconduct, or breach of the exclusivity obligations set forth herein. Except as expressly provided above, neither party shall be liable for consequential or punitive damages. The Parties hereby waive the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

5. Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the City, the Parking Authority, and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and overnight mail service (with signature for delivery required), by electronic delivery, or by courier not affiliated with the sender at the cost of the sending party with written evidence of receipt, to the principal offices of the City, the Parking Authority, or the Developer as designated below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate, by mail as provided in this Section.

If to City:	300 W. Third Street Oxnard, California 93030 Attn: Assistant City Manager
If to Parking Authority:	300 W. Third Street Oxnard, California 93030 Attn: Assistant Executive Director
With a copy to:	305 W. Third Street Oxnard, California 93030 Attn: City Attorney and General Counsel
If to Developer:	JB Jonesboro, LLC 1223 Wilshire Blvd, Unit 101 Santa Monica, CA 90403 Attn: Brad Steinberg

6. Access and Information. The Developer and its agents, contractors, consultants and representatives shall have the right to enter upon the Properties at any reasonable time and with a minimum of 24 hours prior notice during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis and/or development of the Properties including, without limitation, verification of information, and conducting investigations, tests and studies. Upon the Developer's request, the City and the Parking Authority shall promptly furnish to the Developer all material information within its possession or control concerning the Properties, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Properties. Developer shall indemnify, defend, and hold the City and the Parking Authority harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City and/or Parking Authority may incur or be

required to pay by reason of Developer's entry onto the Properties and activities conducted thereon by the Developer or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Developer shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity not acting on behalf or under the authority of Developer. Notwithstanding any other provision of this Agreement, the Developer shall have no liability to the City, the Parking Authority, or any other party by reason of, nor shall the Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Properties.

7. Authority to Sign. The Parties hereby represent and warrant to the other that the individuals executing this Agreement have full authority to do so and to bind its principal to perform pursuant to the terms and conditions of this Agreement.

8. Miscellaneous Provisions

a. The Parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the others to facilitate the conduct of the negotiations and performance of the activities undertaken pursuant to Section 1(b) above.

b. This Agreement is for the sole purpose of agreeing to a period of exclusive negotiations with the Developer. The City and the Parking Authority shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City and Parking Authority of any terms which may be agreed upon between the City staff, Parking Authority staff, and the Developer. The Developer expressly acknowledges and agrees that the City and/or Parking Authority will not and cannot be bound by any statement, promise or representation made by the City staff and/or Parking Authority staff during the course of negotiations of an agreement and that the City and Parking Authority may be legally bound only upon the subsequent approval of the agreement(s) by the City Council and Board of the Parking Authority, as applicable and appropriate, in accordance with applicable law.

c. If at any time during the Negotiation Period, the Developer elects not to proceed with the acquisition and development of the Properties, the Developer may, by written notice to the City and the Parking Authority, terminate this Agreement for any reason or no reason. In the event the Developer terminates this Agreement or the Parties fail to execute one or more

agreements regarding the sale of the Properties and the development thereof, the Parties shall not have any obligations or duties hereunder and no liability whatsoever.

d. The Developer expressly acknowledges and agrees that the City and/or Parking Authority has not agreed to fund, subsidize or otherwise assist the Developer in connection with the proposed development of the Properties.

e. The Developer expressly acknowledges and agrees that the City and/or Parking Authority will not be exercising its respective powers or eminent domain for the acquisition of any properties adjacent to the Properties.

f. By agreeing to enter into this Agreement, the City and the Parking Authority are not committing or agreeing to undertake any acts or activities requiring the subsequent independent exercise of discretion by the City Council or the Board of the Parking Authority.

g. Upon request by the City not more often than monthly, the Developer shall deliver to the City Manager or designee, without cost or expense to the City or the Parking Authority and without representation, warranty or the right of the City or Parking Authority to rely on same, copies of all plans, reports, studies or investigations prepared by or on behalf of the Developer with respect to the Properties. The Developer shall indemnify, defend and hold the City and the Parking Authority, and their respective officers, officials, employees and agents harmless from any liabilities, including, without limitation, reasonable attorneys' fees and expenses, for payment of, or arising out of nonpayment of the cost of preparing the plans, reports, studies or investigations.

h. The prevailing party in any action or proceeding arising out of or related to this Agreement shall be entitled to recover its attorney's fees as part of costs.

i. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Agreement.

j. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

k. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

l. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

m. All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement and making the decision to execute it. The Parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

n. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

o. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assignees Developer may assign this Agreement only to a Related Party (defined as an entity controlling, controlled by, or under common control with Developer) upon prior written approval from the City and Parking Authority, which approval may not be unreasonably withheld, conditioned, or delayed, provided that (i) Developer remains primarily liable for all obligations under this Agreement, and (ii) the assignee assumes in writing all obligations of Developer hereunder.

p. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

q. All individuals executing this and other documents on behalf of the Parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.

r. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

s. Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

t. No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City, the Parking Authority, and the Developer.

[Signatures on following page]

CITY OF OXNARD, a California municipal corporation

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

PARKING AUTHORITY OF THE CITY OF OXNARD, a body corporate and politic

_____
Luis A. Mc Arthur, Chairperson

ATTEST:

_____
Lourdes A. López, Secretary

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

DEVELOPER

JB Jonesboro, LLC
a California Limited Liability Company

_____

Brad Steinberg
Managing Director

_____

Jennifer Miller
Managing Director

Bordering West 5th Street	Bordering West 6th Street
202-0-103-210 (318 West Fifth St.) 202-0-103-225 202-0-103-235 202-0-103-185 202-0-103-175 202-0-103-115 202-0-103-025	202-0-103-130 (321 West Sixth St.) 202-0-103-145 202-0-103-205

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.6

DATE: April 21, 2026

TO: City Council

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

SUBJECT: Exclusive Negotiation Agreement Between the City of Oxnard, the Parking Authority of the City of Oxnard, and JB Jonesboro, LLC

RECOMMENDATION

1. That the City Council authorize the Mayor to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC regarding the City-owned parcels between West 5th and West 6th Streets and South B and South C Streets: 318 West Fifth St. (APN 202-0-103-210), 321 West Sixth St. (202-0-103-130), and APNs 202-0-103-115, 202-0-103-175, 202-0-103-225, 202-0-103-235; and

2. That the Board of the Parking Authority authorize the Chairperson to execute an Exclusive Negotiation Agreement with JB Jonesboro, LLC regarding the Parking Authority-owned parcels between West 5th and West 6th Streets and South B and South C Streets, APNs: 202-0-103-025, 202-0-103-185, 202-0-103-145, and 202-0-103-205.

(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/NvRU6VVtCn8

BACKGROUND

Over a number of years, the former Community Development Commission (CDC) purchased properties in downtown Oxnard for revitalization purposes. Due to the severe economic downturn that occurred in 2008, redevelopment in downtown came to a halt. Then on February 1, 2012, a state law dissolving redevelopment agencies in California became effective, further delaying redevelopment in downtown.

On February 1, 2022, the City Council and the Board of the Parking Authority ("Board") declared 53 parcels of land surplus, including: 318 West Fifth St. Assessor Parcel Number (APN) 202-0-103-210, 321 West Sixth St. (APN 202-0-103-130), and APNs 202-0-103-115, 202-0-103-025, 202-0-103-185, 202-0-103-225, 202-0-103-235, 202-0-103-145, and 202-0-103-205 located between West 5th and West 6th Streets and South B and South C Streets, and referred to as "South Plaza."

On May 10, 2022, a Notice of Availability allowing a 60-day period to respond with interest in the parcels was sent to the State of California Department of Housing and Community Development (HCD), all local public entities, and to housing sponsors that had notified HCD of interest in acquiring surplus land to develop as affordable housing. No interest in South Plaza was received.

On March 10, 2023, HCD provided a letter determining all requirements of the Surplus Land Act had been met and the City and the Parking Authority were permitted to proceed with the sale of the properties on the open market with the condition that any development, including ten or more residential units, provide 15-percent of the units at affordable rents or sales price.

On April 21, 2026, the City staff is recommending that the City Council declare the two remaining City-owned parcels in the South Plaza block surplus to the City's needs and adopted a resolution pursuant to Section 54221(f)(1)(b) of the Government Code of California, supported by written findings, determining that the two parcels (APNs 202-0-103-175 and 202-0-103-235) qualify as exempt surplus land and are therefore exempt from the standard Surplus Land Act disposition procedures. Collectively, the 10 parcels are referred to as the "Properties." If the City Council makes such a declaration, the City Council can proceed with the action described in this report.

DISCUSSION

On March 17, 2026, JB Jonesboro, LLC ("Developer") provided a letter of interest to acquire the Properties from the City and the Parking Authority. The Developer wishes to pursue the development of the Properties as high-quality mixed-use projects, including residential and commercial components that would contribute to revitalization of downtown Oxnard, expand the tax base, and align with the City's adopted plans and policies.

The Developer currently owns the property in the northeast corner of the South Plaza block (300 West Fifth Street) and is in escrow to acquire the properties in the northwest (344 South C Street) and southwest (560 South C Street) corners. The Developer is a limited liability corporation managed by Spinridge, a Southern California-based commercial real estate owner. Spinridge manages a portfolio of 44 properties comprising 260,000 square feet. To develop South Plaza, Spinridge will partner with Bayspring, a client-driven real estate development firm with the goal of creating successful residential mixed-use properties. Bayspring principals have successfully developed over $8 Billion in residential mixed-use projects across California.

The proposed Exclusive Negotiation Agreement (ENA) provides a 12-month negotiation period with the option to extend the negotiations twice, each for six (6) months. If the City Council and the Board approve the ENA, staff will negotiate with the Developer to prepare a Disposition and Development Agreement (DDA) with respect to the acquisition and development of the Properties for consideration by the City Council and the Board.

Final approval of the DDA would be subject to City Council and Board approval. The DDA would require the property to revert back to the City if the Developer does not develop the property in a timely manner and pursuant to the terms of the DDA.

The requested action only authorizes staff to negotiate with the Developer; it does not approve a project for the Properties. The City would retain its approval authority, ensuring the development furthers the vision for Downtown.

ENVIRONMENTAL IMPACT

Entering into the ENA will not result in a direct or reasonably indirect potential change in the environment (CEQA Guidelines Section 15060(c)(2)). Before any development of the property that is subject to the ENA can occur, the City Council and the Board would have to agree to the sale of the property and the Developer would have to obtain the necessary entitlements for the development of the Site.

STRATEGIC PRIORITIES

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

The purpose of the Quality-of-Life strategy is to restore and increase quality services and programs that enrich the City's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The ENA requires the Developer to provide a $5,000 deposit that becomes nonrefundable in 90 days.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously considered by City Council in Closed Session on April 7, 2026.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - ENA
2. Attachment 2 - Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: May 5, 2026

TO: City Council

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

SUBJECT: FY 2026-27 Annual Action Plan and Citizen Participation Plan.

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments, to incorporate any recommended changes, and approve the FY 2026-27 Annual Action Plan (AAP) and the Citizen Participation Plan (CPP) to be submitted to the U.S. Department of Housing and Urban Development (HUD);
2. Authorize the City Manager, or their designee, to incorporate the final grant allocations and approve the corresponding budget appropriations and corresponding revenue recognition (not subject to the $220,000 CPP limit) and to make any future budgetary adjustments up to $220,000; and
3. Authorize the City Manager, or his designees, to execute HUD agreements including certifications, applications, and pertinent documents for submission; and sign all agreements for the implementation including subrecipient and inter/intradepartmental agreements.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/pJjlKOqNVT4

BACKGROUND

The City of Oxnard receives three entitlement grants from the United States Department of Housing and Urban Development (HUD) on an annual basis:

1. *Community Development Block Grant Program (CDBG)*
Supports low- and moderate-income persons by providing decent housing, a suitable living environment, and expanding economic opportunities. Eligible activities include: public services (youth services, senior services, homeless services) and public improvements/other activities (park improvements, alley and street improvements, facility improvements, homeownership assistance, housing rehabilitation, and economic development), that benefit low- and moderate-income persons.

2. *Emergency Solutions Grant Program (ESG)*
Supports moving homeless persons into stable housing with supportive services, with the goal of self-sufficiency. Eligible activities include: street outreach, emergency shelter operations, rental assistance and supportive services.

3. *HOME Investment Partnerships Program (HOME)*
Supports low-income persons with expanded housing opportunities. Eligible activities include: the development of rental housing, renter and homeowner rehabilitation, homebuyer programs, and tenant-based rental assistance.

To receive the three entitlement grants, the City must submit and obtain approval of both a 5-Year Consolidated Plan, which was most recently adopted on May 6, 2025, and an Annual Action Plan (AAP). The FY 2026-27 AAP must be

approved by the City Council and submitted to HUD by May 15, 2026.

DISCUSSION

Each year in preparation for submitting the AAP to HUD for approval, the City issues a Notice of Funds Available to solicit proposals from community organizations and City departments for utilizing the coming fiscal year CDBG, ESG, and HOME federal grant funding. The Housing Department receives and evaluates applications, and provides a funding recommendation to the City Council.

Citizen Participation Plan

The Citizen Participation Plan (CPP) ensures public participation in the development of the AAP. The updated CPP covers the period of July 1, 2026 through June 30, 2030 and has been developed to reflect current HUD guidance, including requirements related to timeliness, and will guide the City's implementation of the 5-Year Consolidated Plan and AAP. The plan also provides a clear framework for meaningful public participation consistent with federal requirements (24 CFR 91.105).

The CPP has been revised to remove references to the COVID-19 national emergency, as these provisions are no longer applicable. Additionally, the revised CPP incorporates provisions for the future use of "backup" projects in the AAP, which allows the City Council to pre-approve backup projects that may be implemented during the fiscal year if funds become available, thereby eliminating the need to return for approval through a substantial amendment.
A copy of the CPP is attached to this report (Attachment 3).

FY 2026-27 AAP Funding Recommendations and Applications

HUD has not yet published the City's final grant allocations for FY 2026-27. The AAP and program funding for each entitlement grant has been prepared using the FY 2025-26 grant amounts as a baseline.When final allocations are released, all subawards and program allocations will be increased or reduced to reflect actual funding received. If a higher than anticipated amount is received, consideration will be given to those projects that can expeditiously spend CDBG funding during the current fiscal year.

Applications were accepted January 12, 2026 through February 12, 2026. To be eligible, applicants were required to attend a mandatory workshop covering the application process and applicable federal regulations. A total of 22 applications were received, with 10 recommended for funding.

Applications were evaluated using several criteria, with primary emphasis on the applicant's experience administering CDBG and ESG funds and their demonstrated ability to expend funds quickly and efficiently, consistent with program requirements. Funding recommendations are based on highest-ranked applications that are structured to ensure compliance with all applicable program regulations while remaining within available funding limits.

<u>Evaluation Criteria</u>

The following evaluation criteria were used to independently evaluate and rank the applications received:

- Demonstrated experience, capacity, and qualifications to effectively administer funds
- Proven ability to expend funds in a timely manner and deliver services without delays
- Clear, comprehensive, and well-structured program proposal
- Strong, measurable outcomes with a demonstrated ability to achieve them
- For CDBG programs, a clearly defined target population that aligns with a CDBG National Objective
- For ESG programs, a clearly defined homeless population to be served, with an effective outreach and engagement strategy
- Well-supported and justified budget request

A copy of the Funding Recommendations and Applications is attached to this report (Attachment 1). A copy of the Draft FY 2026-27 AAP is attached to this report (Attachment 2).

CDBG

The City is expected to receive approximately $2,074,781 in CDBG funding. Of this amount, $414,956.20 will be allocated for program administration. Public services activities are subject to a 15% cap, limiting their funding to $311,217.15. The remaining balance of $1,348,607.65, combined with $445,685.51 in carryover funds from prior years, results in a total of $1,794,293.16 available for Public Improvements and Other Programs.

Public Service Applications

Thirteen applications were received totaling $1,266,883, compared to $311,217.15 available. Five applications are recommended for funding:

Public Service Provider	Program Name	FY 26-27 Recommendation
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	$45,000
Oxnard Cultural & Community Services Department	Recreation Youth Services (Oxnard PAL, Southwinds Youth Center, and Colonia Gym)	$146,000
Oxnard Housing Authority	Senior Supportive Services	$50,000
Shelter Care Resources	Foundation First Basic Needs Assistance	$35,000
Boys & Girls Club of Greater Oxnard and Port Hueneme	Squires Housing Unit Club	$35,000
	Total	**$311,000***

*Remaining balance of $217.15 added to CDBG Public Improvement and Other Program allocation.

Turning Point Foundation submitted a CDBG application ($78,073), however, the organization also submitted an application for ESG funding ($81,237). As both applications requested funding for emergency shelter operations, the recommendation is to solely fund the service provider's ESG application.

CDBG Public Improvement and Other Program Applications

Six applications were received totaling $2,390,400 compared to $1,794,510.31 available. Four applications are recommended for funding:

Public Improvement and Other Programs Provider	Program Name	FY 26-27 Recommendation
Habitat for Humanity of Ventura County	Home Repair Program	$100,000
Oxnard Housing Authority	D Street Apartments Rehabilitation	$320,000
Oxnard Public Works Department	Hobson Park East Neighborhood Street Resurfacing and ADA Improvements	$24,510.31
Oxnard Public Works Department	Cal Gisler Neighborhood Street Resurfacing and ADA Improvements**	$1,350,000

Total	**$1,794,510.31**

**The Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project was originally awarded $1,000,000 in the FY 2025–26 AAP; however, on March 17, 2026, the City Council approved reallocating $900,000 to the La Colonia project to address a funding gap and expedite expenditures for a shovel-ready project to meet CDBG timeliness requirements. It was described in that report that the $900,000 would be recommended for restoration to the Cal-Gisler Project with FY 2026–27 CDBG funds. The additional $450,000 recommended reflects a new funding request from Public Works to further address the project's funding needs.

ESG Applications

The City is expected to receive approximately $184,400 in ESG funding. Of this amount, $13,830 will be allocated for program administration. Street outreach and emergency shelter operations activities are subject to a 60% cap, limiting their funding to $110,640. The remaining balance of $59,930 is available for homeless prevention and rapid re-housing activities.

Three applications were received totaling $183,967, compared to $170,570 available. Mercy House Living Centers submitted an application; however, because the organization has an existing FY 2025–26 award with remaining funds, the recommendation is to extend the current agreement for one year to allow those funds to be expended in lieu of awarding new/additional funding. Of the remaining two applications, only one is recommended for funding:

ESG Program Provider	Program Name	FY 26-27 Recommendation
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	$110,640
	Total	$110,640***

***Turning Point Foundation submitted a CDBG application ($78,073) and an ESG application ($81,237) totaling $159,310. This recommendation includes the $81,237 in ESG funding requested and a partial award of $29,403 of the original amount requested in CDBG.

The recommendation results in unallocated funds of $59,930 which will be programmed to an eligible activity at a future date through a second round of funding for homeless prevention and/or rapid rehousing.

HOME

The City is expected to receive approximately $599,010.76 in HOME funding. Of this amount, $59,901.08 will be allocated for program administration. The remaining balance of $539,109.68 combined with $1,446,538.38 in carryover funds from prior years, results in a total of $1,985,648.06 available for future affordable housing developments.

The City did not solicit applications for HOME funding. These funds are typically reserved to address financing gaps in the development of affordable housing projects. Applications are accepted on a rolling basis throughout the year allowing the City to respond to funding opportunities as they arise.

Public Hearings

Staff conducted the first of two required public hearings on January 15, 2026, to solicit community input on housing, community development, and homelessness needs. The second public hearing is scheduled for the City Council meeting on May 5, 2026. In addition to these meetings, the FY 2026-27 AAP and CPP were made available to the public for a 30-day review period from April 4, 2026 through May 5, 2026.

The drafts of the AAP and the CPP are available electronically on the Grants Management website.

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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Funding Recommendations identified in this staff report represent new funding allocations that will be incorporated into the FY 2026-27 recommended budget. The FY 2026-27 AAP (Plan) outlines how the City proposes to allocate its entitlement grant programs for the upcoming fiscal year.

The Plan includes $2,074,781 in CDBG funds, along with $445,685.51 in unallocated prior-year carryover, for a total of $2,520,466.51. The Plan also outlines HOME funding allocations totaling $599,010.76 in new FY 2026-27 entitlement funds, in addition to $1,446,538.38 in unallocated carryover, for a total of $2,045,549.14. Finally, the Plan includes $184,400 in ESG funding for FY 2026-27.

Prepared by: Lorraine Mendez, Grants Manager

(For Finance Use Only: CDBG Fund 201, HOME Fund 202 and ESG Fund 203)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 14, 2026.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- FY 2026-27 Funding Recommendation and Applications Received
2. Attachment 2 - Draft FY 2026-27 Annual Action Plan
3. Attachment 3 - Draft FY 2026-29 Oxnard Citizen Participation Plan
4. Attachment 4 - Presentation

CITY OF OXNARD
2026-27 ANNUAL ACTION PLAN (AAP)
Funding Recommendation and Applications Received

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG Available Resources

HUD CDBG Allocation (Estimate)	$2,074,781.00
Reprogram Prior Year Resources	$445,685.51
Total CDBG Resources	**$2,520,466.51**

PUBLIC SERVICES

APPLICANT	PROGRAM NAME	Amount Requested	Recommended Award
	Applications Recommended for Funding		
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	$ 113,815.00	$ 45,000.00
Oxnard Cultural & Community Services Department- Recreation	Recreation Youth Services (Oxnard PAL, Southwinds Youth Center, Colonia Gym)	$ 275,000.00	$ 146,000.00
Oxnard Housing Authority	Senior Supportive Services	$ 50,000.00	$ 50,000.00
Shelter Care Resources	Foundation First Basic Needs Assistance	$ 70,000.00	$ 35,000.00
Boys & Girls Club of Greater Oxnard & Port Hueneme	Squires Housing Unit Club	$ 35,000.00	$ 35,000.00
	Total Public Services Projects		***$ 311,000.00***
	Applications Not Recommended for Funding		
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter and Multi-service Navigation Center	$ 78,073.00	
The Coalition for Family Harmony	Rental Assistance for Survivors of Domestic Violence	$ 50,000.00	
No Limits for Deaf Children & Families	Services for At-Risk Deaf Youth	$ 40,000.00	
Peoples' Self-Help Housing	Oxnard Supportive Housing for At-Risk Households	$ 25,000.00	
Reel Guppy Outdoors, Inc.	Oceans of Opportunity Development Program	$ 49,995.00	
United Parents	Family & Youth Community Access Hub	$ 100,000.00	
United Way of Ventura County	Home Safe Program	$ 300,000.00	
Mixteco Indigena Community Organizing Project (MICOP)	Voz de la Mujer Indigena (Voz)	$ 80,000.00	

PUBLIC IMPROVEMENTS AND OTHER PROGRAMS

APPLICANT	PROGRAM NAME	Amount Requested	Recommended Award
	Applications Recommended for Funding		
Habitat for Humanity of Ventura County	Habitat Home Repair Program	$ 100,000.00	$ 100,000.00
Oxnard Housing Authority	D Street Apartments Rehabilitation	$ 320,000.00	$ 320,000.00
Oxnard Public Works	Hobson Park East Neighborhood Street Resurfacing Project	$ 1,000,000.00	$ 24,510.31
Oxnard Public Works	Cal Gisler Neighborhood Street Resurfacing and ADA Improvement Project	$ 450,000.00	$ 1,350,000.00
	Total Public Improvements & Other Programs		***$ 1,794,510.31***
	Applications Not Recommended for Funding		
My Way Home DBA Ventura County Community Development Corporation (VCCDC)	Hope to Home Down Payment Assistance	$ 318,000.00	
Upwards Care, Inc.	Boost Program	$ 202,400.00	

PLANNING AND ADMINISTRATION

APPLICANT	PROGRAM NAME	Amount Requested	Recommended Award
Oxnard Housing Dept. / Grants Management Division	CDBG Administration & Planning (20% max)		$ 414,956.20
	Total CDBG Program Administration		***$ 414,956.20***
	TOTAL CDBG RECOMMENDATIONS		**$ 2,520,466.51**

EMERGENCY SOLUTIONS GRANT (ESG)

ESG Available Resources

HUD ESG Allocation (Estimate	$184,400.00
Reprogram Prior Year Resources	$0.00
Total ESG Resources	**$184,400.00**

APPLICANT	PROGRAM NAME	Amount Requested	Recommended Award
	Applications Recommended for Funding		
Oxnard Housing Department	ESG Administration & Planning (7.5% max)		$ 13,830
Turning Point Foundation*	Our Place Safe Haven: Emergency Shelter	$ 81,237	$ 110,640
ESG Unallocated	Rapid Re-Housing/ Homeless Prevention/ HMIS		$ 59,930
	Total ESG Activities		***$ 184,400***
	Applications Not Recommended for Funding		
Mercy House Living Centers	Rapid Re-Housing	$ 72,730.00	
The Kingdom Center	Emergency Shelter	$ 30,000.00	
	TOTAL ESG RECOMMENDATIONS		**$ 184,400.00**

**** Turning Point Foundation requested $159,310 total ($78,073 CDBG; $81,237 ESG). This recommendation fully funds the ESG request and partially funds CDBG at $29,403.***

HOME INVESTMENT PARTNERSHIP (HOME)

HOME Available Resources

HUD HOME Allocation (Estimate)	$599,010.76
Reprogram Prior Year Resources	$1,446,538.38
Total ESG Resources	**$2,045,549.14**

APPLICANT	PROGRAM NAME	Amount Requested	Recommended Award
	Applications Recommended for Funding		
Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10% max)		$ 34,353.08
County of Ventura	Housing Rights Center - Fair Housing (part of 10% HOME Admin max)		$ 25,548.00
Oxnard Housing Department - AHRD	Affordable Housing / CHDO Set-Aside (15% minimum)		$ 1,985,648.06
	Total HOME Activities		***$ 2,045,549.14***
	TOTAL HOME RECOMMENDATIONS		**$ 2,045,549.14**
	GRAND TOTAL FOR CDBG, ESG, & HOME		**$ 4,750,415.65**

FY 2026-27
Annual Action Plan

Draft for Public Review
April 4 – May 5, 2026

City of Oxnard Housing Department
Grants Management Division
435 South D Street

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Draft

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Oxnard adopted the Ventura County Regional Consolidated Plan ("Regional ConPlan") for the 2025–2029 period in May 2025. The Regional ConPlan was developed collaboratively by the County of Ventura and the cities of Camarillo, Fillmore, Moorpark, Ojai, City of Oxnard, Port Hueneme, Santa Paula, San Buenaventura, Simi Valley, and Thousand Oaks.

The Regional ConPlan provides a framework for participating jurisdictions, including Oxnard, to assess affordable housing and community development needs and evaluate local market conditions in order to make data-driven, place-based investment decisions. The consolidated planning process also supports a community-wide dialogue to identify housing and community development priorities and to align funding from the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs. These programs aim to assist low- and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities.

The Regional ConPlan establishes broad five-year objectives and strategies to achieve these goals. Specific benchmarks for measuring progress toward the City's strategies are identified in the Fiscal Year 2026–27 Annual Action Plan ("AAP").

The FY 2026–27 AAP covers the period from July 1, 2026 through June 30, 2027 and serves as Oxnard's application for funding under three HUD entitlement programs: CDBG, HOME, and ESG. Estimated current-year entitlements, combined with reallocations and repayments from prior years, bring the total funding available for Program Year 2026–27 to just over $4.75 million.

This Annual Action Plan describes the resources, programs, activities, and actions the City will undertake during FY 2026–27 to implement the goals and objectives of the Regional ConPlan, as summarized in Table 1 on the following page.

Table 1 – 2025-2029 Consolidated Plan Priorities, Implementing Programs, and FY 2026-27 Goals

Consolidated Plan 5-Year Priority	2026-27 Implementing Programs	2026-27 Goals	Outcome/ Objective*
Development of New Affordable Housing	● Affordable Housing Development ($1,985,648.06 HOME)	● 0 (TBD) households	● DH-2
Housing Rehabilitation	● Habitat for Humanity Home Repair Program ($100,000 CDBG) ● 2023 Acq/Rehab of 201 South D Street Project ($320,000 CDBG)	● 4 housing units ● 10 housing units	● SL-1 ● SL-1
Housing Services	● No Housing Services Proposed in FY 2026-27.		
Housing Stability	● No Housing Stability Projects Proposed in FY 2026-27		●
Homelessness	● Shelter Care Resources Foundation First Basic Needs Assistance ($35,000 CDBG) ● Turning Point Foundation Emergency Shelter ($110,640 ESG)	● 200 homeless persons ● 15 homeless persons	● SL-1 ● SL-1
Supportive Services	● Palm Vista Senior Center ($45,000 CDBG) ● Oxnard Housing Authority Senior Supportive Services ($50,000 CDBG) ● Oxnard Recreation Youth Services ($146,000 CDBG) ● Boys & Girls Club of Greater Oxnard and Port Hueneme Squires Housing Unit Club ($35,000 CDBG)	● 100 seniors ● 60 seniors ● 500 youth ● 40 youth	● SL-1 ● SL-1 ● SL-1 ● SL-1
Fair Housing Services	● Housing Rights Center ($25,548 HOME)		
Public Facility Improvements	● No Public Facility Improvements Proposed in FY 2026-27		
Street Improvements and Infrastructure	● 2025 Cal-Gisler Neighborhood Street Resurfacing and ADA Improvements ($1,350,000 CDBG) ● Hobson Park East Project ($24,510.31 CDBG)	● 5,345 persons ● 3,405 persons	● SL-3 ● SL-3
Economic Support for Small Businesses & Job Training	● No Economic Support for Small Businesses & Job		

	Training Programs Proposed for FY 2026-27		
Disaster Planning and Recovery	• No Disaster Planning and Recovery Projects Proposed in FY 2026-27		
	• HOME Program Administration ($34,353.08 HOME) • CDBG Program Administration ($414,956.20 CDBG) • ESG Program Administration ($13,830 ESG)		

Summarize the Objectives and Outcomes Identified in the Plan

The U.S. Department of Housing and Urban Development ("HUD") has established three predetermined objectives and outcomes designed to capture the range of community impacts that occur as a result of CDBG, HOME, and ESG-funded programs. Each activity or program funded under these programs must fall under one of three objectives and one of three outcomes. The framework of selecting these objectives and outcomes is known as HUD's CPD Outcome Performance Measurement System. Here are the objectives and outcomes to choose from:

Objectives

- **Creating Suitable Living Environments** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment, from physical problems with their environment to social issues.

- **Providing Decent Housing** covers the wide range of housing activities where the purpose is to meet individual family or community housing needs.

- **Creating Economic Opportunities** applies to activities related to economic development, commercial revitalization, or job creation.

Outcomes

- **Availability/Accessibility** applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities.

- **Affordability** applies to activities that provide affordability in a variety of ways to low- and moderate-income people and is appropriate to use whenever an activity is lowering the

cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.

- **Sustainability** applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The Regional ConPlan Needs Assessment was developed by reviewing Census statistical data and building upon already adopted planning documents, coupled with consultation with housing, homeless and service providers, City Departments, and the public via community meetings, public hearings, and a Community Needs Assessment Survey. The result was the formation of eleven areas of priority need, including:

1. **Development of New Affordable Housing** – There is an acute need throughout Ventura County for additional affordable housing for low- and moderate-income households. Demand has increased significantly over the past five years as vacancy rates remain low and market rents continue to outpace wage growth. A household earning minimum wage would need more than 3.5 minimum-wage incomes to afford a market-rate two-bedroom apartment without becoming cost burdened.

2. **Housing Rehabilitation** – There is a continued need to maintain safe and quality housing stock, particularly for low- and moderate-income households. Housing rehabilitation programs help preserve and improve the existing affordable housing supply throughout the region.

3. **Housing Services** – Provide financial and non-financial support to assist first-time homebuyers and families with children in accessing homeownership opportunities. Services may include down payment and closing cost assistance, homebuyer education and counseling, and subsidized property inspections.

4. **Housing Stability** – Provide short- and medium-term rental assistance through tenant-based rental assistance and diversion programs for extremely low-income and low-income households that are at risk of homelessness.

5. **Homelessness Assistance** – In collaboration with the Ventura County Continuum of Care, provide comprehensive services for individuals and families experiencing or at risk of homelessness, including rapid rehousing, emergency shelter, and supportive services.

6. **Supportive Services** – Provide targeted services for vulnerable populations, including youth, seniors, persons with disabilities, victims of domestic violence, veterans, and other high-need populations.

7. **Fair Housing Services** – Provide fair housing education and outreach to landlords, financial institutions, and residents, and offer assistance to individuals and households experiencing or at risk of housing discrimination.

8. **Public Facility Improvements** – Maintain and improve public facilities that serve low- and moderate-income residents and support community services.

9. **Street and Infrastructure Improvements** – Maintain and improve streets, sidewalks, and related infrastructure within low- and moderate-income neighborhoods.

10. **Economic Support and Job Training** – Promote small business development and provide workforce training opportunities to support economic growth and employment within the community.

11. **Disaster Planning and Recovery** – Support disaster preparedness, mitigation, and recovery activities in response to severe weather, fires, earthquakes, or other natural disasters.

Evaluation of Past Performance

HUD requires grantees to provide an evaluation of past performance as part of the consolidated planning process. Through annual monitoring of subrecipients, contractors, community-based organizations, and developers, the City of Oxnard ensures compliance with federal requirements for the CDBG, HOME, and Emergency Solutions Grant (ESG) programs, while also tracking and reporting program outcomes and accomplishments.

Because the current program year, FY 2025–2026, is still in progress, performance outputs and outcomes for these programs will be evaluated in the Consolidated Annual Performance and Evaluation Report ("CAPER"). The CAPER documents the City's progress toward meeting the five-year goals and objectives established in the Consolidated Plan. The FY 2025–2026 CAPER will be submitted to HUD no later than the end of September 2026.

CAPERs for the previous five program years, covering the FY 2020–2021 through FY 2024–2025 Regional Consolidated Plan period, have been completed and accepted by HUD.

Summary of Citizen Participation Process and Consultation Process

As a condition of receiving CDBG, HOME, and ESG funds, the City of Oxnard must engage stakeholders and residents regarding community needs related to housing, homelessness, and community development. To guide this process, the City has adopted a Citizen Participation Plan ("CPP") that outlines the outreach, consultation, and public involvement requirements for developing the Regional ConPlan, the AAP, and the CAPER.

All Oxnard residents are encouraged to participate in the planning, development, and implementation of the AAP. Each year, the City holds three public hearings to discuss issues related to the Regional ConPlan and the AAP. The first two hearings focus on identifying community needs and gathering input on the development of the AAP. The third hearing focuses on program performance and community needs related to housing, homelessness, lead-based paint hazards, accessibility, infrastructure, and public services. In accordance with the CPP, Notices of Public Hearing were published at least 15 days prior to each hearing to provide residents with adequate notice.

As part of the development of the FY 2026–27 AAP, outreach was conducted to local organizations and service providers, including the Oxnard Wilson Senior Center (special population services for persons with disabilities), the Oxnard Housing Authority, the Multi-Service Center (resident services in the Oxnard Colonia neighborhood), Oxnard Senior Centers, and neighboring jurisdictions within Ventura County. Public hearing notices were distributed in both English and Spanish. Notices were included in the *Neighborhood News* packets distributed weekly for approximately one month prior to the public meeting to about 250 Oxnard residents. In addition, the notices were published in the *Vida* newspaper in English and Spanish, posted on the City's website, broadcast on public access television Channels 10 and 35, and posted in public buildings including the Main Library, the City Clerk's Office, and the Housing Department Administration Building.

The draft FY 2026–27 AAP was made available for public review and comment during a 30-day period from April 4 through May 5, 2026. City Council public hearings were held on January 25 and May 5, 2026, providing residents and interested parties an opportunity to comment on the AAP prior to its adoption and submission to HUD. Public comments received during the comment period will be incorporated into the final plan following the public hearing.

Summary of Public Comments

See Appendix "I" Public Comments for a record of all public comments made during the citizen participation process for the development of the FY 2026-27 AAP.

Summary of Comments or Views Not Accepted and the Reasons for Not Accepting Them

All comments, when made, are accepted in the planning process of the FY 20226-27 AAP.

Summary

The Regional ConPlan identifies the top funding priorities over the next five years. These priorities were established through a needs assessment, housing market analysis, feedback from public meetings, community surveys, and consultation with local stakeholders. Funding these priorities supports HUD's principal goals and objectives. These goals are meant to provide availability, sustainability, and affordability for Oxnard citizens. During the citizen participation process for the development of the 2025-2029 Regional ConPlan and subsequent Annual Action Plans, these top eleven priorities were established:

1. Development of New Affordable Housing
2. Housing Rehabilitation
3. Housing Services
4. Housing Stability
5. Homelessness
6. Supportive Services
7. Fair Housing Services
8. Public Facility Improvements
9. Street Improvements and Infrastructure
10. Economic Support for Small Businesses and Job Training
11. Disaster Planning and Recovery

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PR-05 Lead & Responsible Agencies – 91.200(b)

Agency/Entity Responsible for Preparing/Administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department / Grants Management Division
HOME Administrator	OXNARD	Housing Department / Grants Management Division
ESG Administrator	OXNARD	Housing Department / Grants Management Division

Table 2 – Responsible Agencies

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Grants Management Division implements and administers programs and activities under the Plan.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

Federal regulations require participating jurisdictions to consult with community service providers, neighboring jurisdictions, and other entities with knowledge of local housing and community development needs. To meet these requirements, the City of Oxnard developed and followed a detailed schedule that encourages broad public involvement, with an emphasis on participation by low- and moderate-income residents.

The Regional ConPlan and the AAP represent a comprehensive planning effort led by the Housing Department's Grants Management Division, with participation from: (1) local government staff and subject matter experts; (2) social service providers; (3) community residents; and (4) other local jurisdictions that receive funding from HUD:

Examples of consultation and coordination efforts include the following:

- Grants Management Division staff work closely with other City departments and programs—including Affordable Housing and Rehabilitation, the Homeless Assistance Division, Development Services, Utilities, Treasury, the Oxnard Housing Authority, Community Development Services, Code Compliance, Geographic Information Systems, Recreation and Community Services, and Finance—to ensure that identified community needs are addressed and that programs are cost-effective and aligned with established goals and objectives.

- Staff from these departments and divisions provide technical input and support throughout the Consolidated Plan and Annual Action Plan development process.

- Throughout the fiscal year, Grants Management staff also conduct HUD program workshops for social service agencies and provide opportunities for residents to participate in public hearings related to the development of the Regional ConPlan and the AAP.

Provide a Concise Summary of the Jurisdiction's Activities to Enhance Coordination Between Public and Assisted Housing Providers and Private and Governmental Health, Mental Health, and Service Agencies (91.215(l))

In preparing the FY 2026–27 AAP, the City of Oxnard consulted with a variety of agencies, organizations, and community stakeholders through public hearings, workshops, forums, training sessions, and collaborative meetings. Consistent with the City's Citizen Participation Plan, the City

Council conducted two public hearings on January 15, 2026, and May 5, 2026 to receive public input on housing, homelessness, and community development needs. The Housing Department's Grants Management Division also hosted two grant application workshops on January 14 and January 29, 2026 to assist interested organizations in applying for grant funding. In addition, a series of community fair housing workshops—free and open to the public—were conducted by the Housing Rights Center on February 24, 2026, March 4, 2026 (landlord-focused session), and March 19, 2026 (tenant-focused session). City staff also participated in regional coordination efforts, including: attending board and subcommittee meetings of the Ventura County Continuum of Care to discuss homelessness needs and strategies; facilitating monthly coordination meetings between service providers and the Oxnard Police Department's Homeless Liaison Unit; serving as the City lead for the Ventura County annual Homeless Point-in-Time Count; and participating in monthly Community Intervention Court meetings with the Oxnard Police Department, service providers, and the City Attorney's Office.

Describe Coordination With the Continuum of Care and Efforts to Address the Needs of Homeless Persons (Particularly Chronically Homeless Individuals and Families, Families With Children, Veterans, and Unaccompanied Youth) and Persons at Risk of Homelessness

Ventura County coordinated with homeless service agencies across the Ventura County Continuum of Care Alliance in an effort to share information on homelessness and available resources in the region to coordinate services in order to better address the needs of homeless populations. Consultation with the Continuum of Care provided valuable information on homelessness and available resources in the region. Several agencies and organizations that provided housing and/or supportive services for homeless populations also attended focus group workshops and community meetings. Oxnard Housing Department staff served on the Continuum of Care Governance Board and the Ventura County Task Force on Homelessness, and additionally, a City Council member from the City of Oxnard will join the Governance Board following its expected expansion.

Describe Consultation With the Continuum(s) of Care That Serves the Jurisdiction's Area in Determining How to Allocate ESG Funds, Develop Performance Standards for and Evaluate Outcomes of Projects and Activities Assisted by ESG Funds, and Develop Funding, Policies and Procedures for the Operation and Administration of HMIS

The Continuum of Care (CoC) Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura. City of Oxnard Housing Department staff are members of both committees.

Oxnard Housing Department staff consult with the CoC to develop performance standards for, and evaluation of, outcomes for ESG-funded projects and activities. Through participation on subcommittees, Housing Department staff also continue to inform HMIS policies, procedures, operations and administration.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 3 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	**City of Oxnard**
	Agency/Group/Organization Type	PHA Services – Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs – Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority (OHA) and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component of the City and a Division of the City Housing Department, coordination occurs on a daily basis.
2	**Agency/Group/Organization**	**Mercy House**
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically Homeless

	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Regular, ongoing discussions are held with Mercy House regarding shelter operations, outreach efforts, and case management services to support effective service delivery and positive outcomes for individuals experiencing or at risk of homelessness in the City of Oxnard.
3	**Agency/Group/Organization**	**People's Self-Help Housing**
	Agency/Group/Organization Type	Non-Profit Housing Developer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year, People Self-Help Housing updated their funding application requesting HOME-ARP program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City Phase II from HOME-ARP funding, which will include a total of 60 rental units, including 1 manager unit. A conditional award letter was issued for HOME-ARP funds as a loan for the development of the project. Final award of funding is conditional on the developer securing all required funding for the project, satisfying all HOME-ARP pre-funding commitment requirements, and City Council approval.
4	**Agency/Group/Organization**	**Many Mansions**
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year, Many Mansions submitted a funding application requesting HOME-ARP, HOME, and CDBG program funding for the development of a 100% affordable housing development, known as the Aspire Apartments, which will include 88 units (including 1 manager unit) and a pocket park in support of the affordable housing development. A conditional award letter was issued to Many Mansions for HOME-ARP, HOME, and CDBG funds as three individual loans for the development of the project and the park. Final award of funding is conditional on the developer securing all required funding for the project, satisfying all HOME-ARP pre-funding commitment requirements, and City Council approval.
5	**Agency/Group/Organization**	**County of Ventura Human Services Agency**
	Agency/Group/Organization Type	Services-Homeless Services-Health Other Government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically Homeless Homeless Needs - Families with Children Homelessness Needs – Veterans Homelessness Needs - Unaccompanied Youth Lead-Based Paint Strategy

	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard has developed and implemented a coordinated plan to respond to large homeless encampments, including coordinated outreach, services, and encampment response activities. The City also consults with the Ventura County Public Health Department regarding addresses of housing units where children have been identified as having elevated blood lead levels. Prior to implementation of the FY 2026 Annual Action Plan, the City will request a list of such addresses, if available, in order to identify potential lead hazards in housing units constructed prior to 1978 and take appropriate actions to address those hazards. The City's Affordable Housing Division does not own or manage housing units. However, any housing units receiving assistance through Community Development Block Grant (CDBG) or HOME Investment Partnerships (HOME) programs—such as through homebuyer assistance or homeowner rehabilitation programs—are administered in compliance with applicable United States Department of Housing and Urban Development (HUD) regulations related to lead-based paint evaluation and mitigation. With respect to housing units owned or assisted by the Oxnard Housing Authority, there have been no reported cases of children with elevated blood lead levels among Public Housing tenants or Housing Choice Voucher (Section 8) participant households. The Oxnard Housing Authority provides informational brochures on lead-based paint hazards to all new program participants and tenants. In addition, maintenance staff regularly attend training and seminars to remain current with the California Department of Public Health lead awareness training requirements.
6	**Agency/Group/Organization**	**Housing Rights Center**
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination

	Briefly describe how the Agency / Group / Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC), through a regional agreement with the County of Ventura. The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolution services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with a bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Oxnard took a comprehensive approach to developing its Regional ConPlan by consulting with a wide range of stakeholders, including housing, social, and health service providers, as well as local agencies/governments, and the Oxnard Housing Authority. This collaborative process ensures that the ConPlan reflects the diverse needs and perspectives of the community it serves. Further, through the citizen participation process for the development of the FY 2026-27 AAP, it was reaffirmed that the Regional ConPlan continues to reflect the priority needs of the community.

The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

Other Local/Regional/State/Federal Planning Efforts Considered When Preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan align with the Continuum of Care by supporting coordinated efforts to ensure individuals experiencing homelessness have access to adequate housing and supportive services, with the overall objective of reducing and preventing homelessness throughout the region.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority (OHA)	The OHA Agency Plan outlines policies and procedures related to the administration of Public Housing and the Housing Choice Voucher (Section 8) program. These programs support the goals of the Annual Action Plan (AAP) by providing affordable housing opportunities to residents of the City of Oxnard. OHA currently administers several voucher programs, including 15 set-aside homeless preference vouchers per fiscal year, 77 VASH vouchers, 46 Emergency Housing Vouchers, 10 Family Unification Program vouchers, and 40 Mainstream vouchers.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	The City's adopted Amended 2021–2029 6th Cycle Housing Element was approved by the Oxnard City Council on October 4, 2022 and certified by HCD on October 25, 2022. The Housing Element identifies and analyzes current and future housing needs within the City and establishes housing goals, policies, and programs to support housing production and preservation. It emphasizes meeting the housing needs of lower-income households and special needs populations while facilitating development opportunities for private and nonprofit housing providers.
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	The City of Oxnard is located within the SCAG region. For each Housing Element cycle, SCAG determines the Regional Housing Needs Allocation (RHNA) for cities and counties within the region. For the 2021–2029 6th Cycle Housing Element period, SCAG allocated 8,549 dwelling units to Oxnard, including 2,911 units affordable to lower-income households and 1,538 units affordable to moderate-income households. These allocations guide local housing planning efforts and align with the goals of the Strategic Plan to expand affordable housing opportunities.

Table 4 – Other Local / Regional / Federal Planning Efforts

Narrative (optional)

Implementation of the FY 2026–27 AAP requires coordination with and adherence to housing policies and priorities established by the City of Oxnard, the County of Ventura, the Southern California Association of Governments (SCAG), and the State of California.

For the 2021–2029 Regional Housing Needs Allocation (RHNA) cycle, the City must accommodate 2,911 units affordable to lower-income households and 1,538 units affordable to moderate-income households. Between 2021 and 2025, the City issued building permits or initiated construction for 975 lower-income units, representing approximately 30 percent of the lower-income RHNA allocation, and 87 moderate-income units, representing about 5 percent of the moderate-income allocation.

The City has also exceeded Housing Element projections for accessory dwelling unit ("ADU") production. While the Housing Element projected the development of 283 ADUs during the planning period, the City issued permits for 624 ADUs between 2021 and 2025—approximately 220 percent of the projected total.

To facilitate affordable housing development on sites identified in the 2021–2029 Housing Element, the City amended zoning on approximately 63 parcels to include affordable housing additive zones (–AHP and –AHD), allowing development at densities of up to 30 dwelling units per acre. To date, these zoning changes have resulted in the entitlement and permitting of 951 residential units, including 636 units affordable to very low- and low-income households.

AP-12 Participation – 91.105, 91.200(c)

Summary of Citizen Participation Process/Efforts Made to Broaden Citizen Participation

The City of Oxnard followed HUD's guidelines for citizen and community involvement in the preparation of the Consolidated Plan and Action Plan. Engaging citizens in the planning process is crucial for ensuring that the resulting documents accurately reflect the needs and priorities of the community. Here's a summary of the activities undertaken by the City to encourage citizen participation:

1. **Encouragement of Citizen Participation**: All citizens of Oxnard are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. This inclusive approach ensures that the voices of all community members, including those from diverse backgrounds and perspectives, are heard and considered in the decision-making process.

2. **Regular Contact with CDBG, HOME, or ESG Funded Organizations**: Organizations receiving direct CDBG, HOME, or ESG funding maintain regular contact with City staff. This ongoing communication facilitates collaboration and ensures that funded programs align with the goals and priorities outlined in the Annual Action Plan.

3. **Workshops and Consultation with Other Organizations**: The City consults with other organizations as needed and invites them to participate in public hearings, ensuring that a broad spectrum of community stakeholders—including those not directly funded through CDBG, HOME, or ESG—can provide input on the planning process. As part of this effort, the Housing Department conducted two workshops for CDBG and ESG programs on January 14 and January 29, 2026. These workshops were followed by consultations and technical assistance provided to community members and service providers through emails, phone calls, and meetings.

4. **Notice of Public Hearings**: A Notice of Public Hearing is published at least 15 days prior to each hearing to provide residents with adequate notice. This ensures transparency and allows residents to plan and participate in the hearings effectively.

5. **Public Comment Period**: A draft of the Annual Action Plan was made available for public comment for a minimum of 30 days (April 4 – May 5, 2026), allowing residents ample time to review the plan and provide feedback. This extended comment period demonstrates a commitment to soliciting and considering public input before finalizing the plan.

6. **Public Hearings**: Two public hearings were held by the City of Oxnard to discuss the Annual Action Plan. These hearings provided residents with opportunities to participate in the planning process, offer feedback on the draft plan, and raise questions or concerns. In accordance with the City's Citizen Participation Plan, the first public hearing was held on January 15, 2026, and the final public hearing will be held on May 5, 2026, before the Oxnard City Council. Public comments from residents and interested parties were accepted during both hearings.

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Sort Order	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted / broad community Non-English Speaking - Specify other language: Spanish	A newspaper advertisement was published on December 18, 2026, inviting citizens to attend the Needs and Priorities public hearing on January 15, 2026. English and Spanish versions of Notices were also broadcasted on Public Channel 10/35 and the Public Notice was posted on the City of Oxnard website in both Spanish and English.	See Appendix I – Public Comments.	All comments received or made are accepted.	N/A
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public hearing was held at the Oxnard Public Library on January 15, 2026, to solicit input on needs and priorities for the FY 2026-27 Annual Action Plan.	See Appendix I – Public Comments.	All comments received or made are accepted.	NA

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3	Newspaper Ad	Non-targeted/ broad community Non-English Speaking - Specify other language: Spanish	A newspaper advertisement was published on April 2, 2026, to solicit public comment on the draft 2026/27 Annual Action Plan and to invite citizens to attend the final public hearing to adopt the FY 2026/27 Annual Action Plan, scheduled for May 5, 2026.	See Appendix I – Public Comments.	All comments received or made will be accepted.	N/A
4	Public Hearing	Non-targeted/ broad community Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing Low/mod income Oxnard residents	A final public hearing will be held before the City Council on May 5, 2026, for adoption of the FY 2026/27 Annual Action Plan.	See Appendix I – Public Comments.	All comments received or made will be accepted.	N/A

Table 5 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Oxnard has a comprehensive strategy in place to leverage various funding sources and partnerships to address community development, affordable housing, and homeless needs within the community. Below is a breakdown of the funding sources and planned allocations for FY 2026-27:

CDBG Entitlement Funds: The City of Oxnard will receive approximately $2,074,781 in CDBG entitlement funds. Additionally, the City will have $445,685.51 in prior year carryover funds that are available for programming in FY 2026-27, for a total of $2,520,466.51. These funds will be utilized for public services, public infrastructure improvements, homeowner rehabilitation, rental rehabilitation, and CDBG program administration. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, CDBG-acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any "urgent need activities."

HOME Entitlement Funds: The City is expected to receive approximately $599,010.76 in HOME funding. Of this amount, $59,901.08 will be allocated for program administration. The remaining balance of $539,109.68 combined with $1,446,538.38 in carryover funds from prior years, results in a total of $1,985,648.06 available for future affordable housing developments.

ESG Entitlement Funds: Approximately $184,400 is estimated to be awarded to Oxnard as part of the Hearth Emergency Solutions Grant Program. Oxnard will program these funds to emergency shelter and ESG program administration activities.

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Anticipated Resources

Program	Source of Funds	Use Of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-Federal	Acquisition, Planning, Economic Development, Housing, Public Improvements, Public Services	$2,074,781	$0	$445,685.51	$2,520,466.51	$6,224,343	Entitlement allocation plus prior-year resources.
HOME	Public-Federal	Acquisition, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	$599,010.76	$0	$1,446,538.38	$2,045,549.14	$1,797,032.28	Entitlement allocation plus prior year resources.
ESG	Public-Federal	Conversion and rehab for transitional housing, Financial Assistance Overnight, Shelter, Rapid Re-Housing (Rental Assistance), Rental Assistance Services, Transitional Housing	$184,400.00	0.00	0.00	$184,400	$553,200	Entitlement allocation.

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Many of the housing, community and homeless services programs described in the Regional

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ConPlan will continue to be delivered by nonprofit community-based organizations. And while many non-profit organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations, federal funds still play a crucial role in implementing the Annual Action Plan.

The City is mandated to provide a 25 percent match for all HOME funds drawn down for HOME activities, excluding those funded by program income or administrative funds. To meet this requirement, the City has historically leveraged resources from other local funds, such as former redevelopment tax increment and, more recently, bond financing and Oxnard Housing Authority funds, in conjunction with HOME assisted affordable housing acquisition and rehabilitation. Due to these past leveraging efforts, the City has accumulated a surplus of match credits. As of the end of September 2025, the City's match surplus was $21,503,233.81.

In accordance with 24 CFR 576.201, each Emergency Solutions Grants Program (ESG) award requires a one-to-one (1:1) match, meaning that each dollar of ESG funds expended must be matched with an equal amount of non-ESG funds. Subrecipients are responsible for documenting and reporting this match as part of their annual ESG performance reporting, which includes accomplishments achieved, the number of persons assisted, and the sources of matching funds corresponding to the amount expended during the program year.

The City of Oxnard fulfills the required match for administrative funds through the use of General Fund resources, primarily allocated to cover staff salaries associated with the administration and oversight of ESG-funded activities.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City may utilize publicly owned land and facilities to support activities addressing housing and homelessness needs identified in this plan. These include properties owned and operated by the Housing Authority of the City of Oxnard for public housing contribute to addressing affordable housing needs within the jurisdiction. These publicly owned properties support shelter services, affordable housing, and other programs assisting low- and moderate-income residents and individuals experiencing homelessness.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the Supply of Affordable Housing	2026	2027	Affordable Housing	Citywide	Development of New Affordable Housing	HOME: $1,985,648.06	Rental units constructed: **TBD Household Housing Unit** *(Affordable Housing Development)*
							CDBG: $100,000.00	Rental units rehabilitated: **4 Household Housing Unit** *(Habitat for Humanity Home Repair Program)*
						Housing Rehabilitation	CDBG: $320,000	Rental units rehabilitated: **10 Household Housing Unit** *(2023 D Street Acquisition/Rehabilitation Project)*

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase and Improve Social Services	2026	2027	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Supportive Services	CDBG: $45,000.00 CDBG: $50,000.00 CDBG: $146,000.00 CDBG: $35,000.00	Public service activities other than Low/Moderate Income Housing Benefit: **100 Persons Assisted** *(Palm Vista Senior Center)* Public service activities other than Low/Moderate Income Housing Benefit: **60 Persons Assisted** *(OHA Senior Support Services)* Public service activities other than Low/Moderate Income Housing Benefit: **500 Persons Assisted** *(Oxnard Recreation Youth Services)* Public service activities other than Low/Moderate Income Housing Benefit: **40 Persons Assisted** *(Boys & Girls Club of Oxnard and Port Hueneme Squires Housing Unit Club)*

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Work to End Homelessness	2026	2027	Homeless	Citywide	Homelessness Supportive Services	CDBG: $35,000.00 ESG: $110,640.00 ESG: $13,830.00	Public service activities other than Low/Moderate Income Housing Benefit: **200 Persons Assisted** *(Shelter Care Resources/Foundation First Basic Needs Assistance)* Public service activities other than Low/Moderate Income Housing Benefit: **15 Persons Assisted** *(Turning Point Foundation/ Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Center)* Other: **Not Applicable** *(ESG Administration & Planning)*
4	Create and Maintain Quality Neighborhoods	2026	2027	Non-Housing Community Development	Low- and Moderate-Income Areas	Street Improvements and Infrastructure	CDBG: $1,350,000.00 CDBG: $24,510.31	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: **5,345 Persons Assisted** *(2025 Cal Gisler Neighborhood Street Resurfacing & ADA Improvement Project)* Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: **3,405 Persons Assisted** *(Hobson Park East Neighborhood Street Resurfacing & ADA Improvement Project)*

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Effective Administration	2026	2027	Planning and Administration	Citywide	Not Applicable	CDBG: $414,956.20	Other: **Not Applicable** *(CDBG Planning & Administration)*
							HOME: $34,353.08	Other: **Not Applicable** *(HOME Planning & Administration)*
				Fair Housing Services			HOME: $25,548.00	Other: **Not Applicable** *(Housing Rights Center)*

Table 7 – Goals Summary

Draft

Goal Descriptions

1	**Goal Name**	**Improve the Supply of Affordable Housing**
	Goal Description	Develop and maintain affordable housing opportunities for low- and moderate-income homeowners and renters. *(2026-27 Projects: Affordable Housing Development; Habitat for Humanity Home Repair Program; and additional funds to the 2023 D Street Acquisition and Rehabilitation Program)*
2	**Goal Name**	**Increase and Improve Social Services**
	Goal Description	Increase and improve access to public service programs targeting low- and moderate-income residents. *(2026-27 Projects: Palm Vista Senior Center; OHA Senior Supportive Services; Oxnard Recreation Youth Services;; and the Boys & Girls Club of Oxnard and Port Hueneme Squires Housing Unit Club)*
3	**Goal Name**	**Work to End Homelessness**
	Goal Description	In partnership with the Ventura County Continuum of Care, work to end homelessness within Ventura County by providing housing, emergency shelter and social services to homeless persons or those at risk of homelessness. *(2026-27 Projects: CDBG – Shelter Care Resources/Foundation First Basic Needs Assistance; ESG-Turning Point Foundation/Our Place Safe Haven: Emergency Shelter; ESG Administration & Planning)*
4	**Goal Name**	**Create and Maintain Quality Neighborhoods**
	Goal Description	Enhance and maintain access to livable neighborhoods by improving and maintaining public facilities and infrastructure. *(2026-27 Projects: 2025 Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project; Hobson Park East Neighborhood Street Resurfacing and ADA Improvement Project)*
5	**Goal Name**	**Effective Administration**
	Goal Description	Maintain effective housing and community development programs to carry out HUD CPD funded programs and activities. *(2026-27 Projects: CDBG Planning & Administration; HOME Planning & Administration; Housing Rights Center)*

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Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City has set aside $1,985,648.06 in HOME Investment Partnerships Program funds for the future development of an affordable housing project to be identified at a later date. These funds will remain reserved until a viable project is identified and evaluated for feasibility, readiness, and consistency with the City's housing priorities and federal program requirements.

The City may allocate these funds to a project developed either independently or in partnership with a qualified Community Housing Development Organization ("CHDO"). Potential uses include the new construction, acquisition, or rehabilitation of affordable housing units serving low- and very low-income households. Reserving these funds ensures the City can respond to emerging affordable housing opportunities and support projects that expand the supply of quality, affordable housing in Oxnard.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The City has carefully planned how it will use Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) funds for Fiscal Year 2026–27 to address priority housing, community development, and homelessness needs while complying with program requirements. A summary of the proposed activities and funding amounts is provided below.

These funding decisions support important services and programs in the community, including those serving seniors, individuals experiencing homelessness, and youth. The allocations also ensure the City remains within the required limits for CDBG public services and administration, HOME administration, and ESG street outreach, homelessness prevention, and administration costs. Funding for the Housing Rights Center also reflects the City's ongoing commitment to fair housing and equal access to housing opportunities for all residents.

Overall, this Annual Action Plan demonstrates the City's commitment to using federal resources responsibly to strengthen the community and improve the quality of life for Oxnard residents.

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Affordable Housing Development	Citywide	Improve the Supply of Affordable Housing	Development of New Affordable Housing	HOME: $1,985,648.06
Habitat for Humanity Home Repair Program	Citywide	Improve the Supply of Affordable Housing	Housing Rehabilitation	CDBG: $100,000
Acquisition/Rehabilitation of 201 South D Street	Citywide	Improve the Supply of Affordable Housing	Housing Rehabilitation	CDBG: $320,000
Shelter Care Resources Foundation First Basic Needs Program	Citywide	Work to End Homelessness	Homelessness	CDBG: $35,000
Turning Point Foundation Emergency Shelter	Citywide	Work to End Homelessness	Homelessness	ESG: $110,640
Palm Vista Senior Center	Citywide	Increase and Improve Social Services	Supportive Services	CDBG: $45,000
Oxnard Housing Authority Senior Supportive Services	Citywide	Increase and Improve Social Services	Supportive Services	CDBG: $50,000
Oxnard Recreation Youth Services	Citywide	Increase and Improve Social Services	Supportive Services	CDBG: $146,000
Boys & Girls Club of Greater Oxnard and Port	Citywide	Increase and Improve Social Services	Supportive Services	CDBG: $35,000

Hueneme Squires Housing Unit Club				
Housing Rights Center	Citywide	Increase and Improve Social Services	Fair Housing Services	HOME: $25,548
2025 Cal Gisler Neighborhood Street Resurfacing and ADA Improvements	Low- and Moderate-Income Areas	Create and Maintain Quality Neighborhoods	Street Improvements and Infrastructure	CDBG: $1,350,000
Hobson Park East Neighborhood Street Resurfacing and ADA Improvements	Low- and Moderate-Income Areas	Create and Maintain Quality Neighborhoods	Street Improvements and Infrastructure	CDBG: $24,510.31
HOME Program Administration	Citywide	Effective Administration	All	HOME: $34,353.08
CDBG Program Administration	Citywide	Effective Administration	All	CDBG: $414,956.20
ESG Program Administration	Citywide	Effective Administration	All	ESG: $13,830

Table 8 – Project Information

Describe the Reasons for Allocation Priorities and Any Obstacles to Addressing Underserved Needs

The priorities outlined above reflect this year's emphasis on street improvements in low- and moderate-income neighborhoods, public services for seniors, youth, and individuals experiencing homelessness, and housing rehabilitation activities to improve the City's stock of affordable housing for low-income residents. Key obstacles include insufficient funding to meet unmet needs, very low vacancy rates, and a lack of affordable rental housing.

The Consolidated Plan also acknowledges ongoing challenges in addressing underserved needs, including sustained demand for public services and limited available funding. The City's ability to respond to these needs will depend on funding availability, strategic partnerships, data analysis, and continued community input.

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AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Affordable Housing Development**
	Target Area	Citywide
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Development of New Affordable Housing
	Funding	HOME: $1,985,648.06
	Description	$1,985,648.06 in HOME funds will be reserved for a future affordable housing development to be identified at a later date. The funds may support a project developed either independently or in partnership with a qualified CHDO and may be used for the new construction, acquisition, or rehabilitation of affordable housing serving low- and very low-income households in Oxnard.
	Target Date	June 30, 2027
	Location Description	To be determined.
	Planned Activities	Same as description
2	**Project Name**	**Habitat for Humanity Home Repair Program**
	Target Area	Citywide
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $100,000
	Description	Habitat for Humanity Home Repair will assist four Oxnard residents with home repairs within the City. The program will provide no-cost home repairs, accessibility modifications, and weatherization upgrades to seven housing units occupied by low-income homeowners. Participating homeowners must continue to occupy the repaired home as their primary residence for a minimum of three years after project completion.
	Target Date	June 30, 2027
	Location Description	The Habitat for Humanity Home Repair Program will be administered from their offices at 1850 Eastman Avenue, Oxnard, CA 93030; however projects sites are to be determined.
	Planned Activities	Same as description

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3	**Project Name**	**Acquisition/Rehabilitation of 201 South D Street (*additional funds to prior year activity*)**
	Target Area	Citywide
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $320,000
	Description	This is a multi-phase and multi-year project involving a ten-unit multifamily property. To increase the affordable housing inventory in Oxnard, the Housing Authority of the City of Oxnard purchased the Levy House in 2024. The property is subject to a Mills Act Program agreement and a Rehabilitation Plan filed with the Ventura County Planning Division's Cultural Heritage Program to restore, maintain, and protect the historic structure. The $320,000 will fund exterior lead-based paint abatement, exterior painting, and fence replacement.
	Target Date	June 30, 2027
	Location Description	201 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description
4	**Project Name**	**Shelter Care Resources Foundation First Basic Needs Program**
	Target Area	Citywide
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $35,000
	Description	Shelter Care Resources will provide basic necessities to approximately 200 individuals and families experiencing homelessness. Services include a daily and weekly food pantry and the distribution of essential items such as clothing, hygiene products, infant supplies, school supplies, and assorted household goods.
	Target Date	June 30, 2027
	Location Description	940 South A Street, Oxnard, CA 93030
	Planned Activities	Same as description

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5	**Project Name**	**Turning Point Foundation Our Place Safe Haven Emergency Shelter and Multi-Service Center**
	Target Area	Citywide
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: $110,640
	Description	The project will provide shelter, essential services, and supportive services—including case management and housing and health navigation—to 15 adults experiencing homelessness with mental illness from Oxnard.
	Target Date	June 30, 2027
	Location Description	536 E. Thompson Boulevard, Ventura, CA 93001
	Planned Activities	Same as description
6	**Project Name**	**Palm Vista Senior Center**
	Target Area	Citywide
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: $45,000
	Description	The project will provide comprehensive services to 100 seniors at the Palm Vista Senior Center, offering critical support to promote their health, well-being, and social engagement. Services will include nutritious meals, health and wellness programs, educational workshops, and social activities designed to reduce isolation and enhance quality of life. By combining nutrition, health, educational, and social programming, the center will serve as a vital resource for senior residents in the community.
	Target Date	June 30, 2027
	Location Description	801 South C Street, Oxnard, CA 93030
	Planned Activities	Same as description

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7	**Project Name**	**Oxnard Housing Authority Senior Supportive Services**
	Target Area	Citywide
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: $50,000
	Description	Senior residents will have access to an on-site advocate who will assist approximately 60 seniors by connecting them to community resources that promote independent living and enhance quality of life. This staff member will provide support with housing-related needs, including reasonable accommodations and annual certifications, as well as help seniors access technology and participate in general activities that foster engagement and well-being.
	Target Date	June 30, 2027
	Location Description	401 South C Street, Oxnard, CA 93030
	Planned Activities	Same as description
8	**Project Name**	**Oxnard Recreation Youth Services**
	Target Area	Citywide
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: $146,000
	Description	The Recreation Youth Services program will provide improved access to recreational, educational, and enrichment activities for 500 unduplicated youth in low-income neighborhoods. Expanded services—through increased staffing, additional program hours, and multiple locations, including Oxnard PAL, Southwinds Youth Center, and Colonia Gym—will allow more youth to safely participate throughout the year. Programming emphasizes recreational enrichment, physical fitness, and positive youth development through organized sports such as cheer, basketball, and boxing, as well as open gym opportunities, homework help, mentoring, arts, and other youth enrichment activities.
	Target Date	June 30, 2027
	Location Description	Youth services will be administered from the following locations: ● Colonia Memorial Park Veterans Gym – 195 N. Marquita, Oxnard 93030 ● Oxnard Police Activities League (PAL) – 350 South K Street, Oxnard 93030 ● Southwinds Youth Center – 300 W. Clara Street, Oxnard 93033
	Planned Activities	Same as description

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9	**Project Name**	**Boys & Girls Club of Greater Oxnard and Port Hueneme Squires Housing Unit Club**
	Target Area	Citywide
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: $35,000
	Description	The Boys & Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) proposes to continue and expand out-of-school enrichment programming for 40 youth at the Squires Housing Unit Club, located within the Squires Public Housing neighborhood. As part of the Housing Authority of the City of Oxnard public housing program, the Club site is embedded directly in the neighborhood to provide convenient access and targeted services for resident youth.
	Target Date	June 30, 2027
	Location Description	5243 Squires Drive, Oxnard, CA 93033
	Planned Activities	Same as description
10	**Project Name**	**Housing Rights Center**
	Target Area	Citywide
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Fair Housing Services
	Funding	HOME: $25,548
	Description	The Housing Rights Center Program will provide fair housing education, counseling and enforcement services to Oxnard residents. This program helps the City to comply with HUD's regulatory requirements to affirmatively further fair housing and includes counseling on landlord/tenant law and other aspects of housing.
	Target Date	June 30, 2027
	Location Description	501 Poli Street, Ventura, CA 93001
	Planned Activities	Same as description

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11	**Project Name**	**Cal Gisler Neighborhood Street Resurfacing and ADA Improvement Project *(additional funds to a prior year activity)***
	Target Area	Citywide
	Goals Supported	Create and Maintain Quality Neighborhoods
	Needs Addressed	Street Improvements and Infrastructure
	Funding	CDBG: $1,350,000
	Description	The project will reconstruct existing asphalt pavement and install Americans with Disabilities Act (ADA) improvements within the Cal Gisler neighborhood of Oxnard. The scope of work includes milling and repaving asphalt pavement, repairing failed pavement areas, and constructing ADA-compliant curb ramps, sidewalks, and driveways. Additional work includes concrete repairs, adjusting utility covers to finished grade, replacing street name signs, and installing pavement markings and traffic striping. The project will also include furnishing all necessary materials, equipment, supplies, and labor required to complete the proposed improvements.
	Target Date	June 30, 2027
	Location Description	The Cal Gisler Neighborhood Street Improvement Project will take place in predominantly residential low- and moderate-income neighborhoods. Affected Census Tracts include CT 3900, BG 1 and 2.
	Planned Activities	Same as description
12	**Project Name**	**Hobson Park East Neighborhood Street Resurfacing and ADA Improvement Project**
	Target Area	Citywide
	Goals Supported	Create and Maintain Quality Neighborhoods
	Needs Addressed	Street Improvements and Infrastructure
	Funding	CDBG: $24,510.31
	Description	The project will resurface existing asphalt pavement and install Americans with Disabilities Act (ADA) improvements—including curb ramps, sidewalks, and driveways—within the Hobson Park East neighborhood. The work includes milling existing asphalt, placing and compacting new asphalt, excavating and reconstructing failed pavement areas, making concrete repairs, adjusting utility covers to finished grade, replacing street name signs, and installing pavement markings and traffic striping. The contractor will provide all materials, equipment, supplies, labor, and services necessary to complete the improvements and associated work.
	Target Date	June 30, 2028
	Location Description	The Hobson Park East Neighborhood Street Improvement Project will take place in predominantly residential low- and moderate-income neighborhoods. Affected Census Tracts include CT 8601, BG 1, and CT 8602, BG 1, 2, and 3.
	Planned Activities	Same as description

Draft

13	**Project Name**	**HOME Program Administration**
	Target Area	Citywide
	Goals Supported	Effective Administration
	Needs Addressed	All
	Funding	HOME: $34,353.08
	Description	The City may use up to 10 percent of the HOME allocation for the overall administration of the HOME Program. The City will use HOME funds to ensure the overall development, management, and coordination (including coordination with Community Housing Development Organizations) and monitoring of all HOME-funded projects/programs to ensure compliance with federal regulations of the HOME program.
	Target Date	June 30, 2027
	Location Description	435 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description
14	**Project Name**	**CDBG Program Administration**
	Target Area	Citywide
	Goals Supported	Effective Administration
	Needs Addressed	All
	Funding	CDBG: $414,956.20
	Description	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG Program, including preparation of budget, applications, certifications, and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Monitoring of all CDBG projects/programs to ensure compliance with federal regulations, (5) Preparation of the Annual Action Plan, and (6) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER).
	Target Date	June 30, 2027
	Location Description	435 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description

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15	**Project Name**	**ESG Program Administration**
	Target Area	Citywide
	Goals Supported	Effective Administration
	Needs Addressed	All
	Funding	ESG: $13,830
	Description	The ESG Program Administration activity provides funding to support the management, oversight, and coordination of ESG-funded projects and services. Administrative funds can cover staff salaries, training, reporting, monitoring, and other costs directly associated with ensuring program compliance with federal requirements, including 24 CFR 576. This activity enables the City to effectively plan, implement, and evaluate ESG programs, ensuring that emergency shelter, street outreach, homelessness prevention, and rapid rehousing services are delivered efficiently to individuals and families experiencing homelessness. Administrative activities also include maintaining data systems, tracking performance outcomes, preparing federal reports, and coordinating with subrecipients and community partners to maximize the impact of ESG funding.
	Target Date	June 30, 2027
	Location Description	435 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description

Draft

AP-50 Geographic Distribution – 91.220(f)

Description of the Geographic Areas of the Entitlement (including areas of low-income and minority concentration) Where Assistance Will Be Directed

The City utilizes CDBG, HOME, and ESG funds for projects and programs operated citywide. However, both CDBG-funded street resurfacing and ADA improvement projects targeted to the most-needy neighborhoods: those census tracts where 51 percent or more of the residents are low- or moderate- income. These areas also generally correspond to areas with the highest concentrations of non-White households.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	72%
Low- and Moderate-Income Areas	28%

Table 9 - Geographic Distribution

Rationale for the Priorities for Allocating Investments Geographically

The City is committed to using federal funds to benefit residents throughout Oxnard. Public service programs will be available citywide and will provide essential support to youth, seniors, and individuals experiencing homelessness. Housing rehabilitation programs will also benefit residents throughout the city. For example, Habitat for Humanity's Home Repair Program is available to all income-eligible homeowners regardless of where they live in Oxnard. Similarly, the 201 South D Street Acquisition and Rehabilitation Project will provide housing opportunities for eligible households citywide. Approximately 72 percent of the City's federal funding for FY 2026–27 is allocated to activities that provide a citywide benefit.

In contrast, approximately 28 percent of the federal budget will be invested in street resurfacing and Americans with Disabilities Act ("ADA") improvements in low- and moderate-income neighborhoods. These projects are critical to improving safety, maintaining infrastructure, and enhancing overall quality of life. Beyond physical upgrades, these investments also help strengthen neighborhood stability and support long-term community and economic vitality.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds are used to provide gap-financing for the new construction of multifamily rental housing serving lower-income households in Oxnard. Two affordable housing developments currently under construction, the Cypress Place Phase I project and the Dolores Huerta Gardens Apartments, have received HOME financing and are expected to be completed in the second quarter of 2026. Cypress Place Phase I is a 90-unit (including one manager's unit), 100 percent affordable development that received a $1,600,000 HOME gap-financing loan and $1,500,000 in CDBG funding for off-site improvements; the project will include 15 HOME-assisted units. The Dolores Huerta Gardens Apartments project is a 58-unit, including one manager's unit, 100 percent affordable development that received $1,854,000 in HOME funds and will include 11 HOME-assisted units.

The City has also issued a conditional approval letter for $1,000,000 in HOME gap-financing for the Aspire Apartments, an 88-unit affordable housing development (including one unrestricted manager's unit). The project is scheduled for consideration by the Oxnard City Council in the second quarter of 2026. If approved, construction is anticipated to begin in the second quarter of 2026 and be completed in the first quarter of 2028. The City is currently conducting a subsidy layering review and has not yet determined the number of HOME-assisted units that will be required but will ensure compliance with HOME per-unit subsidy limits. The City Council will also consider additional funding for the project, including $1,200,000 in HOME-American Rescue Plan Program ("HOME-ARP") funds to support housing for qualifying populations and $718,659 in CDBG funds for the development of a pocket park associated with the project.

During FY 2025-2026, People's Self-Help Housing updated its application requesting HOME-ARP funding for Cypress Place at Garden City Phase II, a proposed 60-unit (including one manager's unit), 100 percent affordable rental housing development. The City has issued a conditional HOME-ARP award in the form of a loan, subject to the developer securing all required financing, meeting HOME-ARP commitment requirements, and receiving City Council approval. The City estimates that at least two HOME-ARP units will be designated for qualifying populations. If funded, the project is anticipated to be completed in 2028.

In addition to new construction projects, the City continues to support housing rehabilitation activities using CDBG funds. Habitat for Humanity of Ventura County will continue providing residential rehabilitation assistance to eligible homeowners and is proposing to complete repairs on at least four housing units during FY 2026–27. The Housing Authority of the City of Oxnard

will also continue rehabilitation work at the property located at 201 South D Street, which includes improvements to 10 housing units.

One-Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	14
Special-Needs	0
Total	**14**

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One-Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	14
Acquisition of Existing Units	0
Total	**14**

Table 11- One Year Goals for Affordable Housing by Support Type

Discussion

The City of Oxnard currently has several affordable housing developments underway that, once completed, will add nearly 30 new affordable rental units to the City's housing inventory. During the FY 2026–27 program year, anticipated accomplishments for projects funded in FY 2026–27 include the completion of four affordable units proposed by Habitat for Humanity and a 10-unit affordable housing development located at 201 South D Street.

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AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 523 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions Planned During the Next Year to Address the Needs to Public Housing

Modernization and capital improvement projects for public housing units are funded through the City's Capital Fund Program, which targets upgrades and repairs where they are most needed. Each year, the Capital Fund Program evaluates and re-prioritizes projects identified in the Public Housing Authority's five-year plan through the Annual Plan and Annual Statement.

For the Fiscal Year 2026–27, the following capital improvement projects are planned for public housing units:

- CAL 31-3 Colonia Village – Alley Repair: $250,000
- CAL 31-7 Althea Court – Rebuild 8 Units: $300,000
- CAL 31-7 Oxnard Townhomes – Furnace Replacement: $350,000
- Total planned capital improvements for FY 2026–27: $900,000

These projects reflect the City's ongoing commitment to maintaining safe, functional, and modern public housing, ensuring residents benefit from well-maintained and upgraded facilities.

Actions to Encourage Public Housing Residents to Become More Involved in Management and Participate in Homeownership

The City promotes homeownership opportunities for public housing families by providing homeownership counseling services through the Ventura County Community Development Corporation (VCCDC). Families are made aware of these services through the Family Self-

Sufficiency Program and the distribution of information flyers to all public housing households.

In addition, public housing residents are encouraged to actively participate in tenant associations, which advocate on behalf of tenants and support efforts to improve public housing conditions and the overall quality of the housing stock.

If the PHA is Designated as Troubled, Describe the Manner in Which Financial Assistance will be Provided or Other Assistance

Not Applicable

Discussion

To address the growing demand for affordable housing in the community, the Oxnard Housing Authority and the Housing Department will continue to pursue new sources of funding for housing development projects and actively partner with developers, property owners, and Community Housing Development Organizations (CHDOs) to expand affordable housing opportunities.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funding for homeless assistance are required to conduct a Point-in-Time (PIT) Count of persons experiencing homelessness each year. The 2026 PIT Count was conducted on January 28, 2026, with more than 150 volunteers participating in Oxnard's count. The results of the 2026 count are currently being tabulated by the Ventura County Continuum of Care and will be published in the annual Homeless Count and Survey Report, expected in Spring 2026.

The January 2025 PIT Count identified 634 individuals experiencing homelessness in Oxnard, including 255 sheltered individuals and 379 individuals living in places not meant for human habitation, such as vehicles, parks, abandoned buildings, transit stations, or encampments. This represents a 24 percent decrease in the number of individuals experiencing homelessness over the past two years. By comparison, the total count was 752 individuals in 2024 and 838 individuals in 2023.

Describe the Jurisdictions One-Year Goals and Actions for Reducing and Ending Homelessness including:

Reaching Out to Homeless Persons (Especially Unsheltered Persons) and Assessing Their Individual Needs

The City of Oxnard will continue outreach to persons experiencing homelessness, particularly those who are unsheltered, through coordinated efforts with nonprofit service providers and regional partners. The City will continue operating its year-round homeless shelter and navigation center located at the Casa de Carmen site, which opened in December 2025. The City contracted Mercy House to operate the navigation center during FY 2025–26 and will select an operator for FY 2026–27 through a competitive Request for Proposals (RFP) process. The navigation center will continue to operate during the program year, providing emergency shelter, housing navigation, and supportive services to individuals experiencing homelessness.

The City will also continue partnering with Mercy House to provide street outreach services to individuals experiencing homelessness throughout the community. Outreach activities will include engagement and needs assessments, housing navigation, employment assistance, health service referrals, and crisis intervention, with the goal of transitioning chronically homeless individuals into stable housing. The Street Outreach Team will coordinate with the Oxnard Navigation Center and Homeless Liaison Officers from the Oxnard Police Department to connect individuals

experiencing homelessness with appropriate shelter, services, and housing resources.

The City will also continue its Encampment Resolution Funding program, which was implemented in partnership with the Ventura County Health Care Agency during FY 2025–26. The program included street outreach and case management services along with non-congregate emergency shelter provided through motel placements for individuals living in encampments. Through proactive engagement and individualized housing plans, more than 40 individuals were successfully transitioned from encampments into permanent housing. These efforts will support the City's continued work to engage unsheltered residents and connect them with shelter, supportive services, and permanent housing resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Oxnard continues to address the emergency shelter and transitional housing needs of persons experiencing homelessness by maintaining adequate zoning capacity for emergency shelters and by supporting the development and operation of shelter and navigation services within the community.

In 2019, the City began operating a temporary emergency shelter at a former National Guard Armory located at 351 S. K Street. The shelter initially opened with financial assistance from the City and the County of Ventura and later transitioned to operation by Mercy House, a nonprofit homeless service provider. The K Street shelter operated as a 24-hour low-barrier emergency shelter providing immediate housing and supportive services to individuals experiencing homelessness until it closed following the opening of the City's new Navigation Center facility.

To expand the City's capacity to provide coordinated services and pathways to permanent housing, the City developed a Navigation Center located at 241 W. 2nd Street on City-owned property. The Navigation Center is now operational and provides a centralized location where individuals experiencing homelessness can access emergency shelter, case management, and supportive services designed to assist them in transitioning into permanent housing.

The development of the Navigation Center resulted from a collaborative planning effort that began in 2020, when the City entered into an Exclusive Negotiating Agreement with a development partner and later executed a Disposition and Development Agreement following approval by the City Council. The project received all required land use entitlements and was developed as a multi-story mixed-use facility that includes shelter space, administrative offices for supportive service providers, and permanent supportive housing units.

Through these efforts, the City has expanded its ability to respond to homelessness by providing emergency shelter, coordinated services, and housing stabilization resources that help individuals

transition from homelessness to permanent housing.

Additional emergency shelter and transitional housing needs in the community are addressed through a network of nonprofit and public service providers. Emergency shelter services are provided by the Ventura County Rescue Mission, which operates a shelter for single adult men with a rotating stay schedule of 10 nights in and 5 nights out; the Kingdom Center, which provides emergency shelter for single women and women with children; the Lighthouse Mission for Women and Children, which serves single women and women with children; and the ESG-funded Turning Point Foundation, which provides shelter and supportive services for individuals experiencing homelessness who have mental health needs.

Transitional housing services are provided by several organizations that support individuals and families in moving toward stable, permanent housing. The Kingdom Center offers transitional housing for single women and women with children. Many Mansions provides transitional housing and supportive services for transition-aged youth, single women, and women with children. The Turning Point Foundation operates programs serving individuals experiencing homelessness with mental health challenges. Additional transitional housing assistance is provided by The Salvation Army, which serves families, single parents, and single individuals, and the Ventura County Human Services Agency, which provides housing and supportive services for families, single parents with children, and single adults.

Helping Homeless Persons (Especially Chronically Homeless Individuals and Families, Families With Children, Veterans and Their Families, and Unaccompanied Youth) Make the Transition to Permanent Housing and Independent Living, Including Shortening the Period of Time That Individuals and Families Experience Homelessness, Facilitating Access for Homeless Individuals and Families to Affordable Housing Units, and Preventing Individuals and Families Who Were Recently Homeless From Becoming Homeless Again

A number of agencies and service providers work collaboratively within the City of Oxnard and throughout Ventura County to assist individuals experiencing homelessness in securing housing and preventing future incidents of homelessness. The Oxnard Housing Authority prioritizes housing assistance for persons experiencing homelessness through the designation of Homeless Set-Aside vouchers within its Housing Choice Voucher Program. The Housing Authority continues to offer permanent housing opportunities through permanent supportive housing developments, including the Central Terrace, Casa Aliento, Dolores Huerta, Ormond Beach Villas, and Casa de Carmen projects.

The Oxnard Housing Authority also utilizes Mainstream Housing Vouchers. Mainstream Housing Vouchers are prioritized for non-elderly adults with disabilities who are currently homeless or transitioning out of institutional settings. These resources support the transition of vulnerable

households into stable housing and help prevent a return to homelessness.

The Ventura County Human Services Agency administers homelessness prevention and rapid re-housing services for these populations and will continue to do so during the upcoming program year. In addition, Ventura County Veterans Services, Ventura County Health Care for the Homeless, and Ventura County Behavioral Health work closely with local service providers to deliver supportive services that help reduce the incidence and recurrence of homelessness.

The Oxnard Housing Authority also partners with the U.S. Department of Veterans Affairs to administer housing assistance through the HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program, which provides housing vouchers and supportive services to chronically homeless veterans and their families.

Helping Low-Income Individuals and Families Avoid Becoming Homeless, Especially Extremely Low-Income Individuals and Families and Those Who Are: Being Discharged From Publicly Funded Institutions and Systems of Care (Such as Health Care Facilities, Mental Health Facilities, Foster Care and Other Youth Facilities, and Corrections Programs and Institutions); or, Receiving Assistance From Public or Private Agencies That Address Housing, Health, Social Services, Employment, Education, or Youth Needs.

The Ventura County Continuum of Care has documented discharge policies for these systems to ensure that individuals are not discharged into homelessness. Additionally, the Ventura County Human Services Agency will continue to assist qualifying low-income individuals and families to prevent homelessness during FY 2026–27, using Ventura County general fund allocations. Under the Continuum of Care discharge policy, the following practices are in place:

- **Health Care Facilities**: County health care providers follow interdisciplinary discharge protocols. Individuals requiring ongoing medical or nursing care without an identifiable residence may be placed in recuperative care programs. Others are routinely discharged to group homes, board-and-care facilities, or reunite with family and friends.

- **Mental Health Facilities**: The Ventura County Medical Center Psychiatric Inpatient Unit, in coordination with Ventura County Behavioral Health and community partners, provides discharge planning and placement assistance for individuals leaving mental health facilities.

- **Foster Care and Other Youth Facilities**: Transitional services are provided to youth and young adults ages 16–21 to support their successful transition from foster care to independent living and self-sufficiency. In addition to County Children and Family

Services, a Transitional Age Youth (TAY) center operated by Pacific Clinics is available to support eligible youth.

- **Corrections Programs and Institutions**: Upon release, individuals may access transitional or permanent housing programs, group homes, sober living facilities, or reunite with family and friends to prevent homelessness.

The Human Services Agency will continue to administer homelessness prevention and rapid re-housing services for these populations in the upcoming program year. In addition, Ventura County Veterans Services, Health Care for the Homeless, and Ventura County Behavioral Health will continue working closely with service providers to deliver supportive services and reduce the incidence and recurrence of homelessness.

Draft

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

A barrier to affordable housing is a public policy or non-governmental condition that constrains the development or rehabilitation of affordable housing. Examples include land use controls, property taxes, state prevailing wage requirements, environmental regulations, the cost of land, and the availability of financial resources. Unlike impediments to fair housing choice, which generally involve unlawful discrimination or practices that limit equal housing opportunity, barriers to affordable housing are lawful constraints that can affect housing supply and cost.

Barriers to housing affordability can take many forms, including zoning and land use regulations. In Ventura County, several local growth limitations have been enacted through voter-approved ballot measures. While these measures reflect community planning priorities, they can also restrict housing development, limit density, and increase the cost of building new units.

Barriers to exiting homelessness are also significant. The limited availability of permanent, year-round shelter and a shortage of housing units affordable to very low- and low-income households constrain the ability of homeless individuals and families to achieve housing stability. High development costs and limited public funding for affordable housing often prevent developers from building the number of units needed to meet demand, leaving many households without viable housing options. These constraints perpetuate homelessness and reduce housing opportunities for the populations with the greatest needs.

Actions It Planned to Remove or Ameliorate the Negative Effects of Public Policies That Serve as Barriers to Affordable Housing Such as Land Use Controls, Tax Policies Affecting Land, Zoning Ordinances, Building Codes, Fees and Charges, Growth Limitations, and Policies Affecting the Return on Residential Investment

To address market factors and government regulations that can significantly affect production, affordability, safety, and quality of housing, the City directs efforts to ensure that land use controls, development standards, building and related codes, permit processing procedures, fees and exactions, and other regulations are reasonable and effective. While some market conditions are beyond the direct control of any jurisdiction, the City ensures compliance with federal and state legislation while minimizing unnecessary constraints that may increase housing costs.

The City's Housing Element goal, "*Appropriate Governmental Regulations That Do Not Unnecessarily or Unintentionally Impede the Production of Housing, Especially Lower-Income Housing*," and its three supporting policies are designed to avoid duplicative or burdensome

regulations that could constrain the development of housing, particularly affordable housing:

- **H-4.1 Regulatory/Fee Constraints**: Periodically review City regulations, building and related codes, ordinances, service fees, and development impact fees to ensure they do not unnecessarily or unintentionally constrain housing production, with a focus on affordable housing.

- **H-4.2 Affordable Housing Incentives**: Offer regulatory incentives and design flexibility for affordable housing, such as relief from residential development standards or fee waivers, consistent with state housing laws.

- **H-4.3 Processing**: Provide streamlined, timely, and coordinated processing of affordable residential development projects to minimize land acquisition costs, holding costs, and upfront development expenses.

These actions collectively support the development of housing that meets the needs of lower-income households while maintaining the City's community vision and regulatory standards.

Draft

AP-85 Other Actions – 91.220(k)

Actions Planned to Address Obstacles to Meeting Underserved Needs

The City of Oxnard has identified strategies, activities, and funding sources to implement goals in housing, community development, and homelessness services to benefit residents with unmet needs. Recognizing that funding limitations can constrain service delivery, the City will continue to pursue additional resources through grants, partnerships with external organizations, and advocacy for increased state and federal funding.

The City is committed to enhancing delivery systems for housing, community development, and homelessness services through innovation, streamlined processes, and collaboration with for-profit and nonprofit partners. Federal funds, including CDBG, HOME, and ESG, are prioritized to support affordable rental housing development, address housing availability and quality, promote fair housing practices, and prevent homelessness. These funds also support broader community development needs, such as infrastructure improvements in predominantly low- and moderate-income neighborhoods, which contribute to safer, healthier, and more vibrant communities.

City staff will continue to work closely with private-sector partners, nonprofit service providers, neighboring cities, and other local government agencies to identify eligible projects that meet federal program requirements and ensure timely fund utilization.

Actions Planned to Foster and Maintain Affordable Housing

The City of Oxnard promotes the development and preservation of affordable housing through its Inclusionary Housing Program and other policies identified in the 2021–2029 Housing Element. The Inclusionary Housing Program is one of 44 programs designed to facilitate the construction of new affordable housing and the conservation and rehabilitation of existing units.

To meet the City's 2021–2029 Regional Housing Needs Allocation (RHNA) of 2,911 lower-income units and ensure adequate development opportunities, the City relies on several housing opportunity sites, including:

- Affordable Housing Additive Zones with an inventory of 2,466 potential units
- 44 vacant or underutilized sites
- 224 units within pending specific plans
- 165 units within pending annexations
- 490 projected accessory dwelling units (ADUs)

The City has adopted inclusionary housing requirements through City Council Ordinances 2980 and 2999. Under the Inclusionary Housing Program, developers may request approval to pay an in-lieu fee rather than construct affordable units on-site. In-lieu fees are adjusted annually based on the Engineering News Record Building Cost Index for the Los Angeles Region. Collected fees are deposited into the City's Affordable Housing In-Lieu Fund, which currently has a balance of approximately $1.8 million. These funds are used to support affordable housing development, typically through developer loans that leverage additional funding sources.

The City also supports affordable housing development through incentives and programs that may include:

- Expedited or streamlined development review
- Case-by-case modifications to development standards, such as reduced setbacks or parking requirements
- Participation in the State Density Bonus Program
- Down Payment Assistance for low-income homebuyers through the City's partnership with the Ventura County Community Development Commission using CDBG funds

In addition, the Affordable Housing Additive Zone allows residential densities of up to 30 units per acre in designated areas when at least 20 percent of units are affordable, helping expand opportunities for affordable housing development and supporting the City's RHNA goals.

Actions Planned to Reduce Lead-Based Paint Hazards

To protect children and families from lead exposure, the City of Oxnard follows HUD's Lead-Based Paint Regulations (Title X), which focus on notification, lead hazard evaluation, hazard reduction, ongoing maintenance, and response to children with elevated blood lead levels.

The City implements these requirements in all federally funded rehabilitation projects. Housing units constructed prior to 1978 that receive CDBG or HOME assistance are evaluated for lead-based paint hazards unless exempt under federal regulations. When hazards are identified, appropriate measures such as abatement or interim controls are implemented in accordance with HUD requirements. Tenants are notified of test results and clearance reports once remediation is completed.

Lead hazard reduction activities are incorporated into the City's Acquisition/Rehabilitation/New Construction of Affordable Rental Housing Program. In addition, all federally assisted rehabilitation projects include testing for lead-based paint and asbestos to ensure safe living

conditions.

For units assisted through the Housing Choice Voucher and public housing programs, inspections are conducted annually and when new units enter the program. Defective paint surfaces must be corrected, and units occupied by children under six receive additional attention to ensure potential lead hazards are addressed.

The City's Affordable Housing Division does not own or operate housing units. However, all housing activities funded through HOME or CDBG programs, including homebuyer assistance and homeowner rehabilitation, comply with applicable HUD lead-based paint regulations. The Oxnard Housing Authority also provides lead hazard information to tenants and program participants and ensures staff receive training to remain compliant with state and federal lead safety requirements.

Actions Planned to Reduce the Number of Poverty-Level Families

Reducing poverty is a priority for the City of Oxnard. The City works with local agencies and programs to improve the economic well-being of Oxnard residents by providing job skills training, employment opportunities, and support services. Key partners serving Oxnard residents include the City Corp, Oxnard Housing Authority, County of Ventura Human Services Agency, and City youth programs such as the Police Activities League and Southwinds Youth Center.

The City's Economic Development Division also supports Oxnard residents and local businesses by providing guidance for business startups, including assistance with permits, zoning, and home-based businesses. The Division also supports the Oxnard Employee Pipeline, a local skills-training program developed with Oxnard College and the West Ventura County Business Alliance. Oxnard residents who complete the program earn a certificate guaranteeing an interview with participating Oxnard employers offering competitive pay and benefits.

Oxnard residents also benefit from the programs of the Economic Development Collaborative of Ventura County, which promotes local job creation and economic growth through education, training, and business support services. The West Ventura County Business Alliance also advocates for Oxnard and regional businesses, supports economic development, and represents local business interests with government agencies.

Additionally, the Ventura County Workforce Development Board provides workforce services for Oxnard residents, including training, support for veterans, older workers, and individuals with disabilities, as well as business counseling, management guidance, and regulatory compliance. Services are offered at no cost to job seekers and at no or low cost to employers, helping Oxnard

residents access quality jobs, increase household incomes, and improve overall economic stability.

Actions Planned to Develop Institutional Structure

The City of Oxnard's Grants Management Division plays a central role in administering HUD entitlement grants, including CDBG, HOME, and ESG funds. The Division is responsible for preparing and administering key planning and reporting documents such as the Regional ConPlan, Analysis of Impediments to Fair Housing Choice, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). These documents establish the City's priorities, strategies, and outcomes for housing, community development, and homeless activities.

The Grants Management Division also works closely with external partners to strengthen the delivery of housing, community development, and homeless programs. Coordination occurs through workshops, training, and regular meetings, including entitlement grant workshops, affordable housing workshops for homeowners, fair housing trainings, pre-construction meetings, Commission on Homelessness meetings, and County Continuum of Care Council and Housing Committee meetings.

In addition, the City engages a broad range of stakeholders—including nonprofit service providers, for-profit developers, advocacy organizations, neighborhood groups, and private sector partners—to help implement the strategies outlined in the Regional ConPlan. Public notices, community workshops, the City's website, and other communication channels are used to share information and gather input to ensure the needs of low- and moderate-income residents are effectively addressed.

Actions Planned to Enhance Coordination Between Public and Private Housing and Social Service Agencies

To improve service delivery and address the needs of homeless individuals, low-income families, and other special needs populations, the City of Oxnard has established ongoing partnerships and collaborations with local service providers and City departments. Key partners include the Oxnard Police Department, Oxnard Cultural and Community Services Department, Oxnard Public Works Department, Many Mansions, People's Self-Help Housing, and the Ventura County Continuum of Care.

During FY 2026–27, the City will continue to strengthen and expand these partnerships to enhance coordination, streamline service delivery, and maximize the effectiveness of programs addressing

housing, homelessness, and supportive services for Oxnard residents.

Draft

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The information in this section addresses requirements established in HUD regulations that are specific to CDBG, HOME, and ESG Programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0 *(The City does not participate in a Section 108 Loan Guarantee Program.)*
3. The amount of surplus funds from urban renewal settlements	$0 *(The City does not receive any urban renewal settlement funds.)*
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	$0 *(At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.)*
5. The amount of income from float-funded activities	$0 *(The City's CDBG Program does not receive income from float-funded activities.)*
Total Program Income	**$0**

Other CDBG Requirements

1. The amount of urgent need activities.	$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, Housing Successor Agency Funds, and Permanent Local Housing Allocation (PLHA) funding. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

   The City of Oxnard does not utilize a resale provision for HOME-assisted homebuyers. Instead, the City recaptures HOME funds to use for future HOME-eligible activities. The recapture provisions and procedures are as follows:

   Recapture Provision:
   If a homebuyer fails to comply with loan requirements during the affordability period or otherwise defaults, the City may exercise its legal rights, as set forth in the recorded promissory note and deed of trust, to recover the monetary assistance provided to the maximum extent permitted by law.

   If recapture is triggered by the sale of the property, whether voluntary or involuntary, including foreclosure, or other default, the City will recover HOME funds from the net proceeds, defined as the sales price minus repayment of any first trust deed (other than HOME funds) and closing costs.

   HOME regulations permit the City to recapture the full HOME subsidy in the event of a violation of affordability or term requirements. However, if the net proceeds are insufficient to recover the full subsidy, the City is required to forgive any remaining balance.

   During the affordability period, repayment is required if the property is sold, transferred, refinanced without the City's consent, cash is taken out by the homeowner, or the property is

not occupied as the homeowner's primary residence.

Procedures:
HOME assistance is secured through a recorded promissory note and deed of trust filed with the Ventura County Recorder's Office. The City monitors compliance annually by requiring the homeowner to certify that the property remains owner-occupied. If violations are discovered, the City will invoke the recapture provisions.

If the property is transferred during the occupancy period, the City will require repayment from the net proceeds. If the net proceeds are insufficient to fully repay the HOME loan while allowing the borrower to recover their initial investment and documented capital improvements, the City calculates its share as follows:

Amount of Loan / (Amount of Loan + Borrower's Investment) = % of Net Proceeds

Any remaining balance of the HOME subsidy that cannot be recovered from net proceeds will be forgiven.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

During the affordability period, HOME-assisted homeowners must sell the property to another low-income homebuyer if the property is refinanced without the City's approval, cash is taken out by the homeowner, or the property is no longer occupied as the homeowner's primary residence.

The original homebuyer is entitled to a fair return on investment, including the down payment and documented capital improvements. However, in certain circumstances, such as a declining housing market where the sale price does not exceed the original purchase price, the homeowner may not receive a return. If a home buyer fails to meet program requirements or otherwise defaults during the affordability period, the City will exercise its legal rights under the recorded Resale Restriction Agreement (RRA) secured by a deed of trust.

The City monitors compliance annually, requiring homeowners to certify that the property remains owner-occupied. If violations are discovered, the resale provisions are enforced, and the property must be sold to an eligible low-income household. The new buyer assumes the property subject to the RRA, which maintains the unit's affordability restrictions.

The resale price is set to ensure the property remains affordable for a low-income household earning up to 80% of the area median income, as determined by HUD. Monthly housing costs,

including principal, interest, taxes, insurance, homeowners' association fees, utilities, and maintenance, cannot exceed 30% of the household's monthly income, unless otherwise stated in the RRA.

The RRA specifies the method for calculating the resale price, using one of the following approaches:

1. Affordable Housing Cost Method: The resale price is based on the maximum affordable price for a household earning up to 80% of AMI, paying no more than 30% of income for housing costs, but not less than the original purchase price paid by the first homeowner.

2. CPI-Based Method: The resale price is adjusted for changes in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Riverside-Orange Counties area, accounting for documented improvements to the property, depreciation, and costs required to bring the home up to current building codes and make it marketable.

These guidelines ensure that HOME-assisted units remain affordable to successive low-income households while protecting the investment of the initial homeowner.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable; the City currently does not have any plans to invest HOME funds in this type of activity.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not applicable; the City currently does not have any plans to invest HOME funds in this type of activity.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and

91.220(l)(2)(vii)).

Not applicable; the City currently does not have any plans to invest HOME funds in this type of activity.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

Not applicable.

Draft

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City of Oxnard does not provide direct client assistance under the ESG program. Written standards for ESG-funded activities are established by each service provider and vary by type of assistance. However, all providers are required to ensure that recipients meet HUD's minimum eligibility requirements for each funded activity. The Ventura County Continuum of Care maintains written standards for ESG subrecipients and for the HUD Continuum of Care program, which guide the provision of services and ensure compliance with federal requirements.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Ventura County Continuum of Care Alliance has established a centralized coordinated assessment system called Pathways to Home. This system provides a standardized intake process and helps prevent duplication of services across providers. Pathways to Home uses the Homeless Management Information System (HMIS) to track all homeless individuals who seek or receive assistance from participating service providers or directly through the County, ensuring consistent information and coordinated service delivery across the region.

3. Identify the process for making sub-awards and describe the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City of Oxnard follows a structured process for awarding ESG sub-grants to private nonprofit organizations, including community- and faith-based organizations:

a) The City issues a Notice of Available Funds (NOFA), which is posted on the City's Housing Department website, at public locations such as the Library, and distributed via email to current and potential service providers throughout Ventura and Orange Counties.
b) Interested agencies attend an information workshop and application training, which provides guidance on application requirements, deadlines, and submission procedures.
c) Agencies submit their applications, including project overviews, qualifications, and proposed budgets.
d) City staff review applications, adjust funding recommendations to comply with available resources and applicable caps, and submit the recommendations to City

management for review and ultimately to the City Council for approval.

e) Applicants are notified and encouraged to attend the City Council meeting at which their funding recommendations are considered. Public comments or grievances may be addressed at this time.
f) Upon City Council approval, the Mayor and City Council direct the City Manager and staff to proceed with final processing.
g) Staff prepare and execute all contracts, completing internal processes necessary to encumber funds for each agency.
h) Once contracts are executed, services commence on July 1 of the program year.
i) All ESG contracts are awarded for a one-year period.

This process ensures transparency, compliance with HUD requirements, and equitable distribution of ESG funding to eligible service providers serving Oxnard residents.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having key City staff involved in the consideration of policies and funding decisions regarding facilities and services funded under ESG. The Housing Department Director serves on the Ventura County Continuum of Care Governance Board. In addition, each entity receiving City ESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

The City of Oxnard has established performance measures to ensure the effective administration of all ESG-funded activities and to track progress toward reducing homelessness. In combination with the Homeless Management Information System (HMIS), these standards help monitor program outcomes, including the length of time individuals and families experience homelessness, the overall incidence of homelessness, and the utilization of emergency shelters. Key performance measures include:

- **Emergency Shelters**: Excluding winter shelters, at least 10% of the homeless individuals or households served during the program year must be placed into transitional or permanent housing.

- **Transitional Housing**: At least 50% of households completing the transitional housing program during the program year must transition into permanent housing. ("Household" includes single individuals and families.)

- **Rapid Re-Housing and Eviction Prevention**: Clients receiving assistance must remain in stable housing for at least three months following program exit. Progress is tracked through case management, documentation, and HMIS entry and exit dates.

- **HMIS Data Entry**: All clients, except victims of domestic violence, must be entered into the regional HMIS within 15 days of receiving services and exited within 30 days of program completion or termination.

- **Minimum Standards**: Sub-grantees are expected to meet the Minimum Standards for Homeless Programs within 30 days of executing their program year contract.

- **Building and Habitability Standards**: Any facility receiving ESG funds for renovation, major rehabilitation, or conversion must comply with local safety and sanitation requirements. Sub-grantees must also ensure that shelters and housing facilities are safe, sanitary, and properly maintained.

- **Monitoring**: City staff review submitted reports, financial statements, audits, and conduct site visits to monitor the proper use of ESG funds and compliance with program requirements.

Through these performance measures, the City ensures that ESG-funded activities are effectively implemented, achieve program goals, and comply with all applicable federal regulations.

Discussion

The City of Oxnard's Homeless Services Division continues to fund activities in compliance with the HEARTH Act. In partnership with subrecipients, ESG funding provides critical leverage to support programs aimed at reducing and ultimately ending homelessness. ESG regulations limit administrative and planning costs to 7.5% of the grant and allow no more than 60% of funds to be used for street outreach and emergency shelter activities. The remaining ESG funds are allocated to support rapid re-housing programs, ensuring targeted assistance for homeless individuals and families.

FY 2026/27 – 2029/30
Citizen Participation Plan

Draft for Public Review
April 4 – May 5, 2026

City of Oxnard Housing Department
Grants Management Division
435 South D Street
Oxnard, CA 93030

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DRAFT

INTRODUCTION

The City of Oxnard receives annual funding through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Hearth Act Emergency Solutions Grant (ESG) programs from the U.S. Department of Housing and Urban Development (HUD). These funds are designated for housing, community development, and homelessness activities aimed at assisting low-income individuals.

In compliance with HUD regulations (24 CFR 91.105), the City is required to develop a 5-Year Consolidated Plan to address its affordable housing, community development, and homelessness needs. This includes submitting an Annual Action Plan that outlines specific spending and activities for the program years, as well as a Consolidated Annual Performance and Evaluation Report (CAPER) to assess the City's achievements and use of CDBG, HOME, and ESG funds.

To ensure meaningful citizen engagement, the City has established a detailed Citizen Participation Plan ("CPP") that specifies the City's policies and procedures for engaging citizens and encouraging them to participate in creating, evaluating, and implementing the CDBG, HOME, and ESG programs and the Assessment of Fair Housing (AFH). The Draft FY 2026-27 – 2029-30 CPP was made available for public review and comment from April 4, 2026, to May 05, 2026. The City published a notice in the Vida Newspaper on April 2, 2026, to inform the public about the availability of the document. Community members could review the Draft CPP at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during the City's open operating hours, or at the City's Housing Grants Management Division website at https://www.oxnard.gov/housing/grants-management .

Public input was invited during a regular public hearing of the Oxnard City Council on May 5, 2026, where residents could provide their comments on the Draft CPP. This engagement process is essential for ensuring that the voices of Oxnard residents are incorporated into the planning and implementation of CDBG, HOME, and ESG programs, as well as the Assessment of Fair Housing (AFH).

OBJECTIVES

The City's CPP is designed to ensure equitable representation of all segments of the community and to facilitate communication between the City and its residents regarding the use of federal funding received from HUD. The CPP outlines policies and procedures intended to encourage meaningful public participation in decisions related to the use of federal funds, particularly CDBG, HOME, and ESG funds.

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The intent of the CPP is to engage individuals and groups who are often least likely to participate in the planning process, especially low-income residents living in distressed neighborhoods, public and assisted housing developments, and areas where CDBG funds are proposed to be used. The CPP also requires outreach to public and private organizations that provide housing, health services, social services, and community-based programs, including regional organizations that represent protected classes and organizations that enforce fair housing laws. Outreach efforts also include entities serving populations targeted for assistance under HUD programs covered by the CPP.

This document outlines the guiding principles of citizen participation required under federal regulations and will remain in effect throughout the implementation of the City's federal entitlement programs until the funds are fully expended and closed out.

The Citizen Participation Plan promotes resident involvement in the following key areas:

- Preparation, review, and comment on:
    - ✔ The **Consolidated Plan**, a five-year strategic document outlining the City's goals for federal funding.
    - ✔ The **Annual Action Plan**, which details the projects to be undertaken in the upcoming fiscal year using federal funds.
    - ✔ **Substantial Amendments to the Consolidated Plan and/or Annual Action Plan**.
    - ✔ The **Consolidated Annual Performance and Evaluation Report (CAPER)**, which assesses federally funded activities and accomplishments relative to planned goals and objectives.
    - ✔ The **Assessment of Fair Housing (AFH)**, which analyzes fair housing issues, identifies contributing factors, and outlines goals and strategies to reduce inequities in housing, such as racial segregation and disparities in access to opportunity.
- Providing residents with reasonable and timely access to information, meetings, and records.
- Offering assistance for non-English-speaking and Limited English Proficient (LEP) individuals upon advance request, when such services are available.
- Ensuring reasonable accommodations for individuals with disabilities upon advance request.

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GUIDELINES FOR CITIZEN PARTICIPATION

The citizen participation process offers the residents of Oxnard a formal opportunity to engage in the development of housing and community development programs, as well as amendments to adopted plans, in a public forum during designated public hearings that may be held at the City of Oxnard Council Chambers or in facilities in or adjacent to low- and moderate-income neighborhoods. To facilitate meaningful citizen involvement, the City will adhere to the following specific guidelines regarding information access, public notices, and technical assistance, among others, to encourage participation in the preparation of the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing (AFH), and Consolidated Annual Performance and Evaluation Report (CAPER):

1. **Information Access**: The City will provide timely and easy access to relevant information about the planning process, including drafts of the plans and any substantial amendments.

2. **Public Notices**: The City will publish public notices in local newspapers and on its website to inform residents of upcoming meetings, availability of documents for review, and opportunities to provide input.

3. **Meetings**: Regularly scheduled City Council meetings will serve as forums for public discussion. Additional community meetings may be held to gather input from residents.

4. **Technical Assistance**: The City will offer assistance to residents who may need help understanding the planning documents or the participation process, including guidance for non-English-speaking and Limited English Proficient (LEP) individuals upon request.

5. **Feedback Mechanisms**: Citizens will be encouraged to submit comments and feedback through various channels, including written submissions, email, and verbal comments during meetings.

6. **Accessibility**: All meetings and materials will be accessible to individuals with disabilities, ensuring that all residents can participate fully in the process.

Consolidated Plan, Annual Action Plan, Assessment to Fair Housing

The Citizen Participation Plan (CPP) establishes the policies and procedures the City of Oxnard uses to ensure meaningful public involvement in the planning, development, and implementation of federally funded housing and community development programs. The CPP outlines how residents, community organizations, and other stakeholders can participate in decisions related to the use of funds received from the U.S. Department of Housing and Urban Development (HUD).

These participation requirements apply to the development of the Consolidated Plan, the Annual Action Plan, and fair housing planning documents.

The Consolidated Plan is a five-year strategic planning document that identifies the community's housing, homelessness, and community development needs and establishes priorities and goals for addressing those needs. The Annual Action Plan is prepared each year during the five-year planning period and identifies the specific projects, programs, and funding allocations that will be undertaken in the upcoming program year to advance the goals of the Consolidated Plan. Both plans must be developed with opportunities for public participation, review, and comment in accordance with the policies described in the CPP.

Fair housing planning is also incorporated into this process. The Assessment of Fair Housing (AFH) evaluates local and regional fair housing issues, including patterns of segregation, disparities in access to opportunity, and disproportionate housing needs among protected classes. The findings and goals identified in the AFH inform the priorities and strategies contained in the Consolidated Plan and Annual Action Plan. The Citizen Participation Plan ensures that residents, advocacy groups, housing providers, and other stakeholders have the opportunity to provide input on these documents and the policies that guide the City's use of HUD funding.

The following steps will be taken to encourage all Oxnard citizens, including minorities, non-English speaking or limited English proficient (LEP) persons, and persons with disabilities, to participate in the development of the Consolidated Plan, Annual Action Plan, and AFH and afford these citizens an opportunity to review and comment on them:

Consolidated Plan & 1st Year Annual Action Plan

1. **Community Needs Survey and Consultation Workshop**: The City will distribute a Community Needs Survey in English and Spanish to local agencies. A consultation workshop will be conducted with housing, health, homeless, disabled, and other social service providers to identify key community development needs and service gaps.

2. **Community Workshop**: A workshop(s) will be held in English and Spanish to gather citizen input on perceived community needs during the development of the Consolidated Plan. A written Community Needs Survey will also be provided to establish spending priorities for CDBG, HOME, and ESG funds.

3. **Request for Proposals (RFP)**: The City will periodically distribute a Notice of Funding Availability (NOFA) to nonprofit organizations and City departments to facilitate public service, housing, public facility/infrastructure, and economic development activities.

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4. **Input from Institutions**: The City will seek comments from local and regional institutions, the Continuum of Care, and other organizations—including businesses, developers, nonprofits, and community-based organizations—during the development and implementation of the Consolidated Plan.

5. **Public Housing Resident Participation**: The City will collaborate with public housing agencies to encourage participation from residents of public and assisted housing developments, as well as low-income residents from targeted revitalization areas. Information about consolidated plan activities will be shared with public housing agencies to facilitate discussions at their annual public hearings.

6. **Public Hearings**: Before publishing the City's Consolidated Plan, the first of two public hearings will be held to solicit public comments (oral and written) on the use of CDBG, HOME, and HESG funds. Notices for the public hearings, including the date, time, location, and a summary of proposed actions, will be published in a local newspaper at least fifteen (15) days in advance. Public hearings will be held at the City Council Chambers at 300 West 3rd Street, or in facilities in or adjacent to low- and moderate-income neighborhoods. Staff will ensure that all locations for public hearing are accessible to individuals with disabilities.

7. **Draft Consolidated Plan/Annual Action Plan**: A summary of the proposed Consolidated Plan and/or Annual Action Plan will be published in a local newspaper, including information on where complete drafts can be reviewed. The summary will outline the expected grant assistance, range of activities, and estimated number of low- and moderate-income individuals benefiting from each activity.

8. **30-Day Public Comment Period**: The publication of the summary will initiate a 30-day public comment period, allowing residents and other interested parties to review the proposed plans and submit comments to the City's Grants Management Division. Complete drafts will, at a minimum, be available at:

    - City of Oxnard Housing Department: 435 South D Street, Oxnard, CA 93030
    - City of Oxnard Main Public Library: 251 South A Street, Oxnard, CA 93030
    - City of Oxnard City Clerk's Office: 300 West Third Street, 4th Floor, Oxnard, CA 93030
    - City of Oxnard Grants Management website: www.oxnard.gov/housing/grants-management

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9. **Second Public Hearing**: A second public hearing will be held before the City Council to provide further opportunities for citizen input on the plans, which must be adopted by the Council. This hearing will again seek input on housing and community development needs. A summary of public comments, including those not accepted and the reasons for their exclusion, will accompany the final Consolidated Plan/Annual Action Plan. Public hearing notices will be published in a local newspaper at least fifteen (15) days prior to the hearing, and these hearings will take place at 6:00 p.m. in the City Council Chambers, accessible to individuals with disabilities.

Assessment to Fair Housing Plan (AFH)

1. **Data Availability**: Oxnard staff will, at or as soon as feasible after initiating the public participation process, make HUD-provided data and any supplemental information planned for inclusion in the AFH available to residents, public agencies, and other interested parties. This data may be accessible by cross-referencing with HUD's website.

2. **Public Hearing for Community Input**: To gather community feedback on AFH-related data and to promote fair housing within Oxnard's housing and community development programs, at least one public hearing will be held before the proposed AFH is published for comment. This hearing may be combined with the first of two public hearings conducted as part of the Consolidated Plan and Annual Action Plan process.

3. **Public Notice and Comment Period**: A summary describing the contents and purpose of the proposed AFH will be published in a local newspaper at least thirty (30) days prior to the public hearing. This notice will also initiate a 30-day public comment period, allowing citizens to examine the proposed AFH and submit feedback to the City's Grants Management Division. The notice will include details about the date, time, and location of the public hearing for the adoption of the AFH. Public hearings may be held at the Oxnard City Council Chambers at 300 West 3rd Street, Oxnard or at any public facility that is in or adjacent to low- and moderate-income neighborhoods.

4. **Document Access**: Complete copies of the draft AFH will be available for review at the following locations:

    - City of Oxnard Housing Department: 435 South D Street, Oxnard, CA 93030
    - City of Oxnard Main Public Library: 251 South A Street, Oxnard, CA 93030
    - City of Oxnard City Clerk's Office: 300 West Third Street, 4th Floor, Oxnard, CA 93030
    - City of Oxnard website at www.oxnard.gov/housing/grants-managment

5. **City Council Hearing to Adopt AFH**: A public hearing before the City Council will be held to provide citizens with further opportunities to comment on the draft AFH, which must be adopted by the Council. A summary of public comments, along with any comments not accepted and the reasons for their exclusion, will be attached to the final AFH.

Plan Amendments and Revisions

Consolidated Plan/Annual Action Plan Amendments

Consolidated Plans and/or Annual Action Plans may be revised during the program year.

- **Minor Amendments:** Any revisions not classified below as a Substantial Amendment are considered minor amendments and do not require public notification or citizen participation prior to implementation. Once completed, the City will publicly disclose the amendment by posting it on the City's website and will notify HUD of the change. The City will submit a copy of each amendment to HUD as it occurs or at the close of the program year. Minor changes and corrections may be made as long as they do not constitute a substantial amendment. These minor changes, including but not limited to modifications of goal outcome indicators, do not require public review or a public hearing.

- **Substantial Amendments**: The following changes to the City's Consolidated Plan and/or Annual Action Plan are classified as substantial amendments, requiring public notification and review in accordance with the citizen participation process outlined in 24 CFR 91.105 and 24 CFR 91.115:

    1. A change in allocation priorities or in the method of fund distribution.

    2. An addition, modification, or elimination of a goal in the Consolidated Plan.

    3. The execution of an activity not previously described in the Annual Action Plan using funds covered by the Consolidated Plan, including Program Income.

    4. A proposal to cancel an activity described in the Annual Action Plan, if funded, in the federal Integrated Disbursement Information System (IDIS).

    5. A change in the purpose, scope, location, or beneficiaries of an activity in the Annual Action Plan.

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6. An increase in the use of CDBG, HOME, or ESG funds from one activity to another in the Annual Action Plan by $220,000 or more.

If an amendment qualifies as a substantial change, citizens will have the opportunity to participate in the planning process by following these steps:

1. The City will publish a notice detailing the contents and purpose of the proposed substantial amendment to the Consolidated Plan and/or Annual Action Plan in a newspaper of general circulation. This notice will also provide a list of locations where a complete draft of the amended documents can be reviewed.

2. The publication of the notice will initiate a 30-day public comment period, allowing citizens to examine the proposed amendments and submit feedback to the City's Grants Management Division.

3. After the 30-day comment period concludes, the City Council will consider the approval of the substantial amendment to the Consolidated Plan and/or Annual Action Plan. All substantial amendments, along with any amendments to the Citizen Participation Plan, will be reviewed and approved by the City Council. A summary of public comments, including any not accepted and the reasons for their exclusion, will be attached to the final amended document

Assessment to Fair Housing Plan Revisions

An AFH previously accepted by HUD must be revised and submitted to HUD for review under the following circumstances:

1. **Material Changes**: A material change refers to any significant alteration in the circumstances within the jurisdiction that affects the information on which the AFH is based, such that the analysis, fair housing contributing factors, or priorities and goals no longer reflect current conditions. Examples include:

    - Presidentially declared disasters under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) that significantly impact the steps necessary to affirmatively further fair housing.

    - Significant demographic changes.

    - New substantial contributing factors within the jurisdiction.

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- Civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders.

A revised AFH due to a material change must be submitted within 12 months of the change, unless HUD provides a later date. If the change results from a Presidentially declared disaster, the submission deadline is automatically extended to two years from the disaster declaration date, with potential further extensions granted by HUD upon request for good cause.

2. **HUD Notification**: If HUD issues written notification of a material change requiring revision, it will specify a due date for the revised AFH, considering the nature of the change and the program participant's capacity. The due date may be extended upon a written request from the participant explaining the reasons for the delay.

   Within 30 calendar days of HUD's notification, the City may inform HUD in writing if it believes a revision is unnecessary, detailing the specific reasons for this opinion. HUD will respond within 30 days of receiving the City's correspondence, indicating whether it agrees or disagrees. If HUD disagrees, the City must proceed with the revision, and HUD may establish a new due date.

   The revised AFH will involve amending analyses, assessments, priorities, and goals to reflect the material change, including any new fair housing issues or contributing factors. The revision does not require a complete overhaul of the AFH; it should focus solely on the material change and relevant adjustments.

   Oxnard will adhere to the citizen participation guidelines established for a Consolidated Plan Substantial Amendment, which includes publishing a public notice at least 30 days prior to a public hearing for adopting the Revised AFH and allowing for a 30-day public comment period.

Consolidated Annual Performance Evaluation Report (CAPER)

The City will prepare an annual CAPER to evaluate the progress of the Consolidated Plan and review accomplishments from the previous program year. Once the CAPER is completed, a public notice will be published in a newspaper of general circulation, announcing its availability for review and comment before submission to HUD.

- **Public Review and Comment Period**: This review period will last a minimum of 15 days, commencing on the publication date. During this time, citizens will have the opportunity to examine the CAPER and submit comments to the City's Grants Management Division.

- **Public Hearing**: A public hearing will be held to gather citizens' views on program performance prior to submitting the CAPER to HUD. The public hearing may take place at the City Council Chambers or at any public facility in or adjacent to low- and moderate-income neighborhoods.

- **Summary of Comments**: A summary of public comments, including those not accepted and the reasons for their exclusion, will be attached to the final CAPER.

PUBLIC COMMENT

Public comments, both verbal and written, are welcomed throughout the program year, with particular emphasis during designated public comment periods. Public hearings provide a vital opportunity for citizen input on proposed neighborhood improvement programs, activities, and policies. Each year, the City will conduct at least three public hearings: one to solicit comments on needs and priorities for the development of the Consolidated Plan and/or Annual Action Plan, a second for adopting the Consolidated Plan and/or Annual Action Plan, and a third to accept the Consolidated Annual Performance and Evaluation Report (CAPER) after reviewing program performance. These hearings will be scheduled at convenient times for potential and actual beneficiaries and will be accessible to individuals with disabilities.

Notices for public comment periods will be published on the first day of the period and will conclude with the public hearing. To ensure that all residents are informed, public hearing notices—including date, time, and location—will be published in a local newspaper of general circulation at least 15 days prior to the hearing. Additionally, public notices will be issued for citywide projects, such as the Consolidated Plan, Annual Action Plan, and CAPER, ensuring transparency and community engagement.

ACCESS TO MEETINGS FOR PERSONS WITH DISABILITIES AND NON-ENGLISH-SPEAKING PERSONS

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk’s Office at least 72 hours prior to the meeting to ensure that mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to the City Clerk's Office.

BACK-UP PROJECTS

The Annual Action Plan may include a list of "back-up" projects to be funded for the program year under certain circumstances. For instance, if additional funding becomes available from the closeout of past or current projects completed under budget, or if more program income is generated than originally estimated, these funds can be allocated to activities listed as "back-up" projects in the Annual Action Plan. Additionally, if staff has not definitively chosen which public facility or infrastructure improvement project to fund during the development of the Annual Action Plan, the City may categorize these projects as "back-up" options until further planning is completed. The initiation and funding of these back-up projects will not be considered a substantial amendment, as defined in the Citizen Participation Plan.

Preferential consideration will be given to projects that can effectively utilize CDBG funds in a timely manner, aligning with the City's goal of meeting CDBG timeliness requirements. The City Council will approve the list of back-up projects, which may include various public facility and infrastructure improvements. These back-up projects can be activated whenever funding becomes available, provided that the City receives HUD approval for both the back-up projects and any approved and funded projects as part of its Annual Action Plan submission.

ACCESS TO INFORMATION AND RECORDS

Any citizen, organization, or other interested party may submit written requests for information regarding the Consolidated Plan, Annual Action Plan, AFH, or CAPER, including the City's use of funds under the CDBG, HOME, or ESG programs and the benefit to low- to moderate-income residents during the preceding five years. Copies of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, CAPER, AFH, amendments or revisions to these Plans, and documents regarding other important program requirements including contracting procedures, environmental policies, fair housing/equal opportunity requirements and relocation provisions, are available to the public during the City's regular business hours, Monday through Friday 8:00 am-5:00 pm and every other Friday from 8:00 am-5:00 pm, in the City's Housing Department located at 435 South D Street, Oxnard, CA 93030. Additional information may be obtained by calling (805) 385-7959 or (805) 385-7493. Upon request, the City will make all information available in a format accessible to persons with disabilities.

TECHNICAL ASSISTANCE

To encourage the submission of views and proposals regarding the Consolidated Plan and Annual Action Plan—especially from residents of target areas and groups representing low- and moderate-income individuals—the City will offer technical assistance to those seeking funding under these programs. This assistance, available upon request, will include resources such as sample proposals, as well as program regulations and guidelines. The goal is to facilitate meaningful participation and ensure that all voices are heard in the planning process.

COMMENT AND COMPLAINT PROCESS

The City will consider any comments from citizens received in writing or orally at public hearings in preparing this Citizen Participation Plan, the Consolidated Plan, Annual Plan, CAPER, AFH, and/or substantial amendments to these plans. A summary of all comments will be attached and submitted to HUD.

The City will respond to written complaints received relating to the Consolidated Plan, Annual Plan, AFH, CAPER, and/or substantial amendments. Written complaints must describe the objection and provide contact information of the complainant. The city will respond to complaints within fifteen (15) working days of receiving the written complaint, acknowledging the letter and identifying a plan of action, if necessary.

Correspondence may be addressed to:

City of Oxnard
Housing Department/Grants Management Division
C/O Lorraine Mendez, Grants and Compliance Manager
435 South D Street
Oxnard, CA 93030

Persons wishing to contact the Los Angeles Area Field HUD Office may address correspondence to:

U.S. Department of Housing and Urban Development
C/O David Chhay, HUD Representative
300 North Los Angeles Street
Suite 4054
Los Angeles, CA 90012

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CHANGES IN FEDERAL FUNDING LEVEL

Any changes in the federal funding level after the comment period of either the Draft Consolidated Plan and/or the Draft Annual Action Plan has expired, the resulting effect on the distribution of funds will not be considered an amendment or a substantial amendment.

ASSURANCES

The City of Oxnard assures that the most diligent effort will be made to comply with the process and procedures outlined in this 2026-2029 Citizen Participation Plan.

ANTI-DISPLACEMENT

The City of Oxnard strives to avoid and minimize the displacement of individuals as a result of HUD funded activities. Therefore, to the greatest extent possible, the City:

- Will consider the impact of displacement in the site selection, during the project planning phase.
- Will provide information to displaced individuals on available assistance and relocations benefits.

To further minimize displacement and assist any persons displaced as a result of governmental actions, the City of Oxnard adopted a Residential Anti-Displacement and Relocation Assistance Plan as part of the City's Citizen Participation Plan on May 7, 2024. The updated provisions of that plan are provided below.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Oxnard (City) in accordance with the Housing and Community Development Act of 1974, as amended; and Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and is applicable to the City's CDBG, including the Section 108 Loan Guarantee Program, and HOME-assisted projects.

Section 104(d) of the Housing and Community Development Act of 1974, as amended (HCD Act), and HUD's CDBG program regulations provide that, as a condition for receiving

assistance, as a grantee, the City must certify that it is following a Residential Anti-Displacement and Relocation Assistance Plan (RARAP), which contains two major components:

1. A requirement to replace all occupied and vacant occupiable low-moderate-income dwelling units that are demolished or converted to a use other than low-moderate-income housing in connection with an activity assisted under the HCD Act and 24 CFR 570.606(c)(1)); and

2. A requirement to provide certain relocation assistance to any lower income person displaced as a direct result of (1) the demolition of any dwelling unit or (2) the conversion of a low/moderate-income dwelling unit to a use other than a low/moderate-income dwelling in connection with an assisted activity.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, Oxnard will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs;

- Stage rehabilitation of apartment units to allow tenants to remain in the building complex during and after the rehabilitation, working with empty units first;

- Where feasible, give priority to rehabilitation of housing in lieu of demolition to minimize displacement;

- If feasible, demolish or convert only dwelling units that are unoccupied or vacant occupiable[1] dwelling units, especially if units are lower-income units as defined in 24 CFR 42.305; and

- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and HOME Programs, move permanently or move personal property from real property as a direct result of the demolitions of any dwelling unit or the

[1] *A **vacant occupiable dwelling** unit means a vacant dwelling unit that is in a standard condition; a vacant dwelling unit that is in a substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning three months before the date of execution of the agreement by the recipient covering the rehabilitation or demolition.*

conversion[2] of a lower-income dwelling unit[3] in accordance with requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant will be provided relocation assistance in accordance with the Uniform Act, as amended, and implementing regulations at 49 CFR Part 24.

One-for One Replacement of Lower-Income Dwelling Units

In accordance with section 104(d) of the Housing and Community Development Act of 1974, as amended (HCD Act) (Pub. L. 93-383, 42 U.S. C. 5301 et seq) and the implementing regulations at 24 CFR 42.375, the City will fulfill its obligation of providing one-for-one replacement housing by replacing all occupied and vacant occupiable lower-income dwelling units[4] demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG and HOME Programs.

To that end, the City, in fulfillment of 24 CFR 42.375, will replace all units triggering replacement-housing obligations with comparable lower-income dwelling units. Acceptable replacement units that are provided by the City or private developer will meet these requirements:

- The units will be located within the city and, to the extent feasible and consistent with other statutory priorities, located within the same neighborhood as the units replaced.
- The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed, as determined by the City's local housing occupancy codes, in the units that are demolished or converted.
- The units must be provided in standard condition.
- Replacement units must initially be made available for occupancy up to one year prior to the City publishing information regarding the project initiating replacement housing requirements and ending three years after commencing demolition or rehabilitation related to the conversion.

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[2] *The term **conversion** means altering a housing unit to either use the dwelling for non-housing purposes, continue to use a unit for housing; but it fails to meet the definition of lower-income dwelling unit; or it is used as an emergency shelter. If a housing unit continues to be used for housing after completion of the project is not considered a "conversion" insofar as the unit is owned and occupied by a person who owned and occupied the unit before the project.*

[3] *A **lower-income dwelling unit** means a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent.*

[4] *The term **dwelling** as defined by the URA at 49 CFR 24.2(a)(10) includes transitional housing units or non-housekeeping units (SRO) commonly found in HUD programs. An emergency shelter is generally not considered a "dwelling" because such a facility is usually not a place of permanent, transitional or customary and usual residence.*

- Replacement units must remain lower income dwelling units for a minimum of ten years from the date of initial occupancy. Replacement lower-income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance.

Disclosure and Reporting Requirements

Before entering into a contract committing the City to provide funds for a project that will directly result in demolition or conversion of lower income dwelling units, the City will make public by publishing in a newspaper of general circulation and will submit to HUD the following information in writing:

1. A description of the proposed assisted project.

2. The address, number of bedrooms and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of and assisted project.

3. A time schedule for the commencement and completion of the demolition or conversion.

4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of at the replacement lower-income housing that has been or will be provided.

5. The source of funding and a time schedule for the provision of the replacement dwelling units.

6. The basis for concluding that each replacement dwelling unit will remain a lower income dwelling unit for at least ten years from the date of initial occupancy.

7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units or a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items four through seven are unavailable at the time of the general submission, the City will identify the general locations of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

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Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City may submit a request to HUD for a determination that the one-to-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower income dwelling units in standard condition available on a non-discriminatory basis within the area.

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DEFINITIONS

Annual Action Plan. A one-year (July 1 – June 30) planning document detailing approved funding allocations for specific eligible activities. The Annual Action Plan is submitted to HUD 45 days prior to the beginning of the program year.

Code of Federal Regulations (CFR). The general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the U.S. government.

Community Development Block Grant (CDBG). Authorized under Title I of the Housing and Community Development Act of 1974, as amended, the CDBG Program combined multiple federal categorical grants under one regulation. The funds are a block grant that can be used to address critical and unmet community needs including those for housing rehabilitation, public facilities, infrastructure, economic development, public services, and more. The City is provided an annual grant on a formula basis as a CDBG Entitlement recipient. Funds are used to develop a viable urban community by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is prepared at the end of the program year to detail how funds were actually expended and the extent to which these funds were used for activities that benefitted low- and moderate-income people. The CAPER is submitted to HUD within 90 days of the program year end.

Consolidated Plan. The document that is submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME, and HOPWA), that is prepared in accordance with the process described in this part.

HOME Investment Partnerships Program (HOME). HOME funds are awarded annually as formula grants to participating jurisdictions (PJs), States and localities, that are used - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

HUD. The U.S. Department of Housing and Urban Development is the federal agency that administers and provides guidance for the Consolidated Plan process and use of federal funds such as CDBG and HOME.

Low- and Moderate-Income Persons. Individuals from households with a total income that does not exceed 80 percent of the median household income for the area adjusted for family size.

FY 2026-27 ANNUAL ACTION PLAN
and
CITIZEN PARTICIPATION PLAN

Brenda Lopez, Director
Housing Department

City Council
May 5, 2026

CITY OF OXNARD CALIFORNIA

BACKGROUND

The City of Oxnard receives three entitlement grants annually from the U.S. Department of Housing and Urban Development (HUD):

1. *Community Development Block Grant (CDBG) Program:* Supports low- and moderate-income persons by providing decent housing, suitable living environments, and expanded economic opportunities.

2. *Emergency Solutions Grant (ESG) Program:* Supports moving homeless persons into stable housing with supportive services, with the goal of self-sufficiency.

3. *HOME Investment Partnerships Program (HOME)*: Supports low-income persons with expanded housing opportunities.

BACKGROUND

1. The City is required to receive HUD approval of a 5-year Consolidated Plan (adopted 5/6/25) and an Annual Action Plan (AAP) to receive entitlement grants.

2. The AAP identifies the activities and funding allocations to be implemented during each fiscal year.

3. The Citizen Participation Plan (CPP) outlines the process for developing and adopting the AAP, including opportunities for public input particularly as it relates to the use of federal funds (24 CFR 91.105).

4. The CPP covers the period of July 1, 2026 through June 30, 2030.

5. City issues a Notice of Funds Available to solicit proposals from community organizations and City departments for utilizing the coming fiscal year entitlement grants.

6. Housing Department receives and evaluates applications, and provides a funding recommendation to the City Council.

DISCUSSION

1. Funding applications were accepted January 12, 2026 through February 12, 2026.

2. Applicants were required to attend a mandatory workshop covering the application process and applicable federal regulations.

3. Twenty-two applications received, with 10 recommended for funding.

4. Applications were ranked based on evaluation criteria including but not limited to: experience using federal funds, timely expenditure of funds, quality of application, and capacity to implement.

5. The FY 2026–27 funding amount from HUD is currently an estimate. Once final allocations are received, all funding amounts will be adjusted proportionally. If funding exceeds expectations, priority will be given to projects that can expend CDBG funds quickly and efficiently within the program year.

CDBG Funding

Funds support public services, public infrastructure improvements, homeowner rehabilitation, rental housing rehabilitation, and program administration.

CDBG Funds Estimated for FY 2026-27	
FY 2026-27 Entitlement (Estimate)	$2,074,781.00
Prior Year Carryover	$445,685.51
Total	**$2,520,466.51**
Funding Amounts Available By Use	
CDBG Program Administration (capped at 20%)	$414,956.20
Public Services (capped at 15%)	$311,217.15
Public Improvements and Other Programs	$1,794,293.16
Total	**$2,520,466.51**

Funding Recommendation - CDBG Public Services

- Total funding requested was $1,266,883; compared to $311,217.15 available
- Five applications are recommended for funding:

Public Service Provider	Program Name	FY 26-27 Recommendation
Oxnard Cultural & Community Services Dept.	Palm Vista Senior Center	$45,000
Oxnard Cultural & Community Services Dept.	Recreation Youth Services (Oxnard PAL, Southwinds Youth Center, and Colonia Gym)	$146,000
Oxnard Housing Authority	Senior Support Services	$50,000
Shelter Care Resources	Foundation First Basic Needs Assistance	$35,000
Boys & Girls Club of Greater Oxnard and Port Hueneme	Squires Housing Unit Club	$35,000
	Total	**$311,000**

DISCUSSION

Funding Recommendation - CDBG Public Improvements and Other Programs

- Total funding requested was $2,390,400, compared to $1,794,510.31 available (includes $217.15 remaining from the public service allocation).
- Four applications are recommended for funding:

Public Improvements and Other Programs Provider	Program Name	FY 26-27 Recommendation
Habitat for Humanity of Ventura County	Home Repair Program	$100,000
Oxnard Housing Authority	D Street Apartments Rehabilitation	$320,000
Oxnard Public Works Department	Hobson Park East Neighborhood Street Resurfacing and ADA Improvements	$24,510.31
Oxnard Public Works Department	Cal Gisler Neighborhood Street Resurfacing and ADA Improvements	$1,350,000
	Total	**$1,794,510.31**

ESG Funding

Funds support street outreach, emergency shelter operations, rental assistance, supportive services, and ESG program administration activities.

ESG Funds Estimated for FY 2026-27	
FY 2026-27 Entitlement (Estimate)	$184,400
Funding Amounts Available By Use	
ESG Program Administration (capped at 7.5%)	$13,830
Street Outreach and Emergency Shelter Operations (capped at 60%)	$110,640
Homeless Prevention / Rapid Re-Housing	$59,930
Total	**$184,400**

Funding Recommendation - ESG

- One application was submitted by Turning Point Foundation for Street Outreach/Emergency Shelter Operations for $81,237 compared to $110,640 available.

- Turning Point Foundation also submitted an application for CDBG funds ($78,073) which was not recommended for funding due to limited funds available. This recommendation includes the $81,237 in ESG funding requested and a partial award of $29,403 of the original amount requested in CDBG.

ESG Program Provider	Program Name	FY 26-27 Recommendation
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	$110,640
	Total	**$110,640**

- Two applications were received for Homeless Prevention/Rapid Re-housing totaling $102,730 compared to $59,930 available. Neither application was recommended for funding. Therefore, the funds will remain available for a second solicitation in the future.

HOME Funding

Funds support program administration and the balance is held for future affordable housing developments.

HOME Funds Estimated for FY 2026-27	
FY 2026-27 Entitlement (Estimate)	$599,010.76
Prior Year Carryover	$1,446,538.38
Total	**$2,045,549.14**
Funding Amounts Available By Use	
HOME Program Administration (capped at 10%)	$59,901.08
Affordable Housing Development / CHDO Reserve	$1,985,648.06
Total	**$2,045,549.14**

Funding Recommendation - HOME

- No HOME applications solicited - funds reserved for affordable housing gap financing.
- Applications accepted year-round

HOME Program Provider	Program Name	FY 26-27 Recommendation
Oxnard Housing Department	Affordable Housing Development / CHDO Set-Aside	**$1,985,648.06**

DISCUSSION

Public Hearings & Citizen Participation

1. First public hearing held on January 15, 2026, to solicit community input on housing, community development, and homelessness needs.

2. Second public hearing is scheduled for the City Council meeting on May 5, 2026.

3. FY 2026-27 AAP and CPP were made available to the public for a 30-day review period (April 4, 2026 through May 5, 2026).

4. AAP and CPP are also available electronically on the Grants Management website.

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments, to incorporate any recommended changes, and approve the FY 2026-27 Annual Action Plan (AAP) and the Citizen Participation Plan (CPP) to be submitted to the U.S. Department of Housing and Urban Development (HUD);

2. Authorize the City Manager, or their designee, to incorporate the final grant allocations and approve the corresponding budget appropriations and corresponding revenue recognition (not subject to the $220,000 CPP limit) and to make any future budgetary adjustments up to $220,000; and

3. Authorize the City Manager, or his designees, to execute HUD agreements including certifications, applications, and pertinent documents for submission; and sign all agreements for the implementation including subrecipient and inter/intradepartmental agreements.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Public Project Agreement PW 20-95, Construction Management Services Agreement PW 26-65, and Professional Service Agreement Amendment for Campus Park Activation Project, Specification No. PW 20-95.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $16,047,872.63 in Project funds for the Campus Park Activation Project, Specification No. PW 20-95;
2. The Mayor to execute Agreement 32600390 with Urban Habitat in the amount of $12,688,141.63 for the Project and a Project contingency amount of $1,268,814.00 (~10%) with Urban Habitat for a total not to exceed value of $13,956,955.63 for the Project;
3. A Project allocation amount of $2,080,217 (~16%) for engineering, inspection, survey, construction management, and project management for the Project;
4. The Mayor to execute Agreement 32600464 with Filippin Engineering, Inc. in the amount of $1,780,217.00 for an initial term of two years from May 17, 2026, to May 16, 2028, with the option for three consecutive one-year period extensions ending May 16, 2031, for professional construction management, Inspection, materials testing, grant administration, and public outreach services for the Project;
5. The Mayor to execute a Fourth Amendment to Agreement A-8248 with Moore, Iacofano, Goltsman, Inc. in the amount of $10,700.00 for a new not-to-exceed amount of $1,290,964.52 and extend the term to December 31, 2027, to perform landscape architecture and design construction support services for the Campus Park Activation Project PW20-95; and
6. A project budget appropriation of $299,727 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) available fund balance to the Campus Park Activation Project (C2104), 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 current 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/Sj2Nz3X6dv8

BACKGROUND

The Campus Park Activation Project represents a multi-phased capital investment in the City’s adopted Capital Improvement Program (CIP) and is organized into three distinct but interrelated CIP projects:

- **Phase I-Campus Park Activation**
- **Phase II-Campus Park**
- **Phase III-Campus Park**

Collectively, these phases implement the City's long-term vision to transform approximately 26 acres of public land into a vibrant, inclusive, and nature-based community destination reflective of Oxnard's culture, identity, and recreational needs. The Campus Park project is the culmination of more than ten years of community interest, planning efforts, sustained coordination, and a transformational investment in Oxnard's parks and open space system, grounded in community vision, equity, and environmental stewardship. The Campus Park project supports public health, social engagement, and environmental sustainability goals. The project site is currently underutilized and lacks the infrastructure and amenities necessary to serve the surrounding community.

Phase I constitutes the core park development and includes the primary infrastructure and amenities necessary to activate the site for public use. Phases II and III build upon this foundation by adding complementary improvements, expanded amenities, and enhancements that further realize the full buildout of Campus Park as envisioned in the CIP.

Although originally programmed as separate projects for funding and planning purposes, the design of Campus Park has advanced in a coordinated and integrated manner. As a result, the currently completed design documents incorporate improvements spanning the Activation Phase Phases II, and Phase III. To maximize construction efficiency, reduce mobilization costs, and streamline project delivery, City staff has bundled all currently designed and funded improvements into a single set of engineering plans that were bid together. This approach allows the delivery of a more complete park in the near term while maintaining alignment with the broader CIP structure and grant requirements.

The Project scope aims to transform Campus Park into a fully developed recreational and community asset and includes furnishing all labor, materials, equipment, and incidentals necessary to construct a wide range of site improvements consisting of the construction of a skatepark, pump track, walking paths, an alluvial wash, mult-purpose lawns, an inclusive playground, a pavilion, a pelota Mixteca court, meadows, a community garden, a pre-fabricated restroom, landscaping, irrigation and lighting throughout, and all other appurtenant and associated work.

The work for Campus Park is tentatively scheduled to begin in June 2026 and continue for 260 working days absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Fremont South, Fremont North, Wilson Neighborhood Councils, and Friends of Campus Park 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.

Capital Improvement Program (CIP) Reference:

Projects No. **C2104** – Campus Park Activation - CIP 2025-2029 - Adopted June 4, 2024– Page 67.

Projects No. **C2328** – Campus Park Phase II - CIP 2025-2029 - Adopted June 4, 2024– Page 68.

Projects No. **C2563** – Campus Park Phase III - CIP 2025-2029 - Adopted June 4, 2024– Page 69.

DISCUSSION

CIP Phasing and Project Delivery Strategy

The Campus Park project is structured as a phased capital program to align with funding availability, grant requirements, and long-term implementation goals.

Activation Project (Phase I)
Phase I represents the primary construction effort and includes major site development and recreational amenities such as the skatepark, pump track, playground, walking paths, alluvial wash, multi-use lawns, pavilion, pelota Mixteca court, community garden, pre-fabricated restroom, and associated infrastructure throughout (lighting, irrigation, landscaping, and utilities).

To improve cost-effectiveness and minimize redundant construction activities, Phase I construction has been expanded to include select improvements that were originally planned under later phases but are fully designed and funded at this time. These include full buildout of the community garden (rather than a partial buildout), enhanced playground amenities

(additional steppers, musical elements, and a merry-go-round), shade structures at the skatepark and pavilion, bicycle parking, expanded walking paths, additional seating areas, and increased multi-use lawn space. Bundling these improvements into a single contract reduces mobilization costs and accelerates community access to a more comprehensive range of park amenities.

Phase II/III Expansion Park Elements
Phases II & III, to be designed and constructed at a later date consistent with their grant requirements, are intended to expand upon the Phase I improvements and includes features such as shade trees, entry garden, a community orchard, dog park, airplane viewing mound, cultural garden, interpretive signage, rainwater capture elements, additional trails, additional restrooms, expanded landscaping, hardscaping, supplemental amenities, and supporting facilities.

These improvements are intended to complete the park and enhance functionality based on community needs. Some later-phased elements, particularly the dog park area amenities, are only partially funded and are therefore not included in the present construction contract. These elements will be delivered through future CIP appropriations, grant opportunities, or alternative funding strategies.

This phased, yet integrated approach, ensures that Campus Park is developed efficiently while maintaining flexibility to adapt to funding constraints and opportunities.

Construction Contract

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on December 11, 2025, in the local newspaper VIDA. Additionally, the NIFB was posted on multiple online platforms, including the City's website, Public Purchase, Dodge Network, Bid America, and distributed directly to 69 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on February 4, 2026, and the City received the following bids:

Urban Habitat:	$12,688,141.63
Los Angeles Engineering, Inc:	$14,768,200.00
Toro Enterprises:	$16,081,757.25
Environmental Construction, Inc:	$16,485,282.48
Ardalan Construction Company Inc:	$19,697, 574.00

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

The base bid of the project included the work items to construct a skatepark, pump track, walking paths, an alluvial wash, multipurpose lawns, an inclusive playground, a pavilion, a pelota Mixteca court, meadows, a community garden, a pre-fabricated restroom, landscaping, irrigation and lighting throughout, and all other appurtenant and associated work. Additionally, the packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be possible due to the identified project funding. There were a total of 8 additive items. Additive items 1-8 were for a Pavilion Shade Structure and Foundations, Shade sails and Foundations at the Skate Park, Additional Playground Equipment (Mushroom Steppers, Mushroom-Ensemble, Marimba, Lilypad Cymbals, We-Go-Round) and the synthetic resilient surfacing at the playground.

Public Works staff recommends the City Council award a construction contract to Urban that includes the base bid and all additive items.

Construction Management Services

The current and planned City staff workload and complexity of the project are such that contracted resources are

recommended to properly manage the construction phase of this project. All City project managers currently have full workloads, and their available time resources would likely be insufficient to manage the construction of this project at the level of attention it requires. Additionally, temporary (i.e., military leave) and longer-term (i.e., recent resignation) vacancies of in-house construction project manager positions are impacting the team's workload.

The request for proposals (RFP) for these construction management services was published on January 5, 2026, and was due on February 9, 2026. The City received a total of four proposals, and three were deemed complete and responsive. These proposals were then reviewed by three staff members, consisting of a senior project manager, a grant management and budget administrative analyst, and an engineering division manager. Proposals were scored using the following criteria: Company Profile and Qualifications, Assigned Staff Experience, Relevant Project Experience, and Project Approach, Understanding and Level of Effort.

After a thorough review, Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the project. This selection was based on the firm's extensive construction management experience, including successful completion of other City projects, as well as an understanding and familiarity with the Engineering Division's needs, and dedicated local staff presence. City staff has confirmed that Filippin meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

Filippin Engineering will provide comprehensive construction management services, including full-time oversight, coordination, scheduling, and cost control, acting as the City's representative throughout construction. The firm will deliver inspection and materials testing services to ensure all work complies with plans, specifications, and applicable standards. Services also include Native American monitoring to ensure compliance with cultural resource requirements and regulatory protocols during ground-disturbing activities as required by the project's CEQA documents. Filippin Engineering will support public outreach efforts, including construction notifications and stakeholder coordination. In addition, the firm will provide grant administration services, ensuring compliance with state and federal funding requirements, tracking eligible costs, and supporting reporting and reimbursement processes. The proposed cost for these services is $1,780,217 with $1,480,490.00 coming from grant funding.

The budget appropriation of $299,727.00 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) is recommended to fund professional services costs that are not eligible for grant reimbursement.

Moore, Iacofano, Goltsman, Inc. (MIG) Contract Amendment

On June 4, 2019, the City Council authorized submission of an $8.5 million Statewide Park Development and Community Revitalization Program (SPP) grant application for the Campus Park Activation Project, informed by six community workshops that shaped the conceptual design and overall project vision. The City was subsequently awarded the grant on February 20, 2020, and entered into a professional services agreement with Moore, Iacofano, Goltsman, Inc. (MIG) to provide landscape architecture and engineering design services, cost analysis, and preparation of plans and specifications.

As the project transitions into implementation, additional professional services are required to support continued design refinement, supplemental surveying, and field verification activities necessary to advance the project into construction. Further coordination is also required due to the Aquifer Storage and Recovery (ASR) Well capital project, which has introduced the need for minor revisions to the civil and landscape plans. Accordingly, an amendment to MIG's contract is required to incorporate Additional Service Request No. 4 to address these design revisions and associated coordination efforts during construction.

Public Works staff recommends the City Council execute a Fourth Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of $10,700.00 to perform landscape architecture and design construction support services.

Project Summary

In addition to the construction award amount of $12,688,141.63, Staff recommends authorizing $3,359,731.00 for the project, which includes $1,268,814.00 for project contingency (~10% of the contract costs) and $2,080,217.00 for the cost of engineering services and City staff (~16% of the contract cost), which includes the cost of the construction management contract. Engineering services include the following activities during construction: engineering, inspection,

survey, project management, and construction management. Additionally, an amendment to the design contract in the amount of $10,700.00 is requested. These recommendations bring the total estimated cost of the project to $16,047,872.63.

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.

This agenda item also 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

Project Cost Summary

Staff recommends authorizing a total project budget of $16,047,872.63, including $12,688,141.63 for construction (Urban Habitat), $2,080,217 for the cost of construction management and engineering services and City staff (~16% of the contract cost), $1,268,814.00 for construction contingency (~10%) and $10,700.00 for future design refinement and surveying.

Campus Park is supported by a combination of local and external funding sources distributed across the three CIP phases. These include:

- Multiple State and local grant programs
- Federal grant programs
- Development Impact Fees (DIF)
- General Fund Contributions (future phases)

Use of these funds is subject to grant requirements, including eligible cost categories, implementation timelines, and reporting obligations.

Activation Project (Phase I) - Funding

Phase I is primarily funded through State and Federal grant programs, including the Statewide Park Development and Community Revitalization Program (SPP) and the federal Outdoor Recreation Legacy Partnership Program (ORLP). The SPP Grant has no match requirement. The SPP Grant is serving as the 1:1 construction match for the ORLP Grant. The Construction Engineering, Project & Construction Management portions for the ORLP match is a combination of Urban Greening, Clean California Cycle II, and Development Impact Fees (DIF) funds.

The Outdoor Recreation Legacy Partnership, which the Office of Grants and Local Services (OGALS) confirmed in writing on April 14, 2026, to be awarded to the City, has a total award amount of $6,699,404. The award amount will be appropriated under the Campus Park Activation Project C2104, via administrative resolution.

The project currently has an available balance of $13.36 million for the Activation Project (Phase I).

Phase II Elements - Funding

Phase II is primarily funded through State grant programs, including the Urban Greening Grant Program. These funds are designated for specific eligible improvements such as the urban greening elements, shade infrastructure, and environmental enhancements. There is no match requirement for the Urban Greening Grant.

The project currently has an available balance of $3.97 million for Phase II.

Phase III Elements - Funding

Phase III is primarily funded through the Clean California Local Grant Program (CCLGP) Cycle 2. These funds are intended to support completion-level improvements, including additional park amenities and supporting infrastructure. Some of these funds are contingent upon timing requirements and may rely on Phase II expenditures as matching components. This grant requires matching contributions, which are being satisfied by the Urban Greening Grant, in the amount of $442,000.

The project currently has an available balance of $3.43 million for Phase III.

The Urban Greening Project (C2328) has a total available project budget balance of $3,979,253, with $3,479,253 from the State Grants Fund (210) and $500,000 from the General Fund (101).

The Clean California Cycle 2 Project (C2563) has a total available project budget balance of $3,434,000 from the State Grants Fund (210).

Project	Project Name	Fund #	Fund Name	Available Project Budget
		210	State and Local Grant Fund	$6,655,089
C2104	CAMPUS PARK ACTIVATION	210	State and Local Grant Fund	$6,699,404
	CAMPUS PARK PHII URBAN	210	State and Local Grant Fund	$3,479,253
C2328	GREENING	101	General Fund	$500,000
C2563	CAMPUS PARK PHIII CLEAN CA CYCLE 2	210	State and Local Grant Fund	$3,434,000
TOTAL AVAILABLE PROJECT BUDGET				**$20,767,746**
Project	**Project Name**	**Fund #**	**Fund Name**	**New Project Budget Appropriation**
C2104	CAMPUS PARK ACTIVATION	350-8020	Park Acquisition Developer Fees	$299,727
GRAND TOTAL NEW BUDGET				**$21,067,473**

Once fully operational, Campus Park will result in ongoing maintenance and operational impacts to the Parks Division Operating Budget. Upon completion of the new park improvements, the City is anticipated to incur additional annual operating and maintenance costs estimated at $564,664.00. These costs reflect the resources necessary to maintain the new park facilities, landscaping, amenities, and associated infrastructure.

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 32600390 - Urban Habitat
2. Agreement 32600464 - Filippen Engineering
3. Amendment A-8248 MIG 4th Amendment
4. MIG Original A-8248 Original -3rd Amendment
5. Presentation

CONSTRUCTION CONTRACT FOR CAMPUS PARK ACTIVATION PROJECT SPECIFICATION NO. PW 20-95

BY AND BETWEEN THE CITY OF OXNARD AND URBAN HABITAT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and URBAN HABITAT ("Contractor"). Contractor's license number is 963744. 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 CAMPUS PARK ACTIVATION PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 20-95 (the "Project"); and

WHEREAS, on December 11, 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 Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

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

3. CONTRACTOR'S OBLIGATIONS

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

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

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

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

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the

Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

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

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A General Engineering 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 TWELVE MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED FORTY-ONE DOLLARS AND SIXTY-THREE CENTS, ($12,688,141.63) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

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

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of two hundred sixty (260) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor

in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

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

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

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

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

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

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

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

C. Upon such termination, the Contractor will be paid without duplication for:
   1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
   2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
   3. Reasonable expenses directly attributable to termination.

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

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

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

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

10. PREVAILING WAGE

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

execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

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

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

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

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

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

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

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

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

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

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

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

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

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

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

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

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of three thousand five hundred dollars ($3,500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15.1. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with Outdoor Recreation Legacy Partnership (ORLP) Program, administered by the National Park Service through the Land and Water Conservation Fund, and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E**" and incorporated by reference as if fully set forth herein. The "**Federal Grant Master Agreements**" are attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

A. **ACCESS TO RECORDS**. The Contractor agrees to provide the City of Oxnard, the Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, with access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

B. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that Department of the Interior (DOI) 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 DOI policies, procedures, terms and conditions, and directives.

C. **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.

D. **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.

15.2 STATE GRANT CONTRACT PROVISIONS:

Contractor acknowledges that the Project is being funded in part with Clean California Local Grant Program funds from Caltrans, Statewide Park Development and Community Revitalization grant funds from the California Natural Resources Agency, and Urban Greening grant program funds from the California Natural Resources Agency pursuant to those certain Agreements CCL-5129-112 dated 2/13/2024, C9801019 dated 5/1/2020, and UG2112-0 dated 8/16/2023, respectively, between the City and State of California, acting through Caltrans and the California Natural Resources Agency, as amended if required (herein referenced as State Grant Master Agreement). Said Grant Agreements are included in Section E of the Bid Package for the Project and is attached to this Contract as "**Exhibit F**" and incorporated by reference as if fully set forth herein. Contractor and subcontractors have read and agree to comply with the provisions of said Grant Agreements, all of which are incorporated into this Contract by reference as if set forth fully herein.

The Grant Agreements require 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 Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit “F”, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

21. NONDISCRIMINATORY EMPLOYMENT

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

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no

representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY:	City of Oxnard 305 W. Third Street, East Wing, Third Floor Oxnard, CA 93030
TO CONTRACTOR:	Urban Habitat 73555 Alessandro Drive Palm Desert, CA 92260

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. 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		**CONTRACTOR**	
☒ Luis Mc Arthur, Mayor[1]	Date	Brett Brennan, CEO & [2]	Date
☐ Purchasing Agent		Secretary	

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 $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBITS

Exhibit A: **Contractors Bid Proposal**

Exhibit B: **Form INS-F: Insurance Requirements**

Exhibit C: **Iran Contracting Act Certification Form completed by Contractor**

Exhibit D: **Reserved**

Exhibit E: **Federal and State Grant Contract Addendum**

Exhibit F: **Federal and State Grant Agreements**

Exhibit G: **Grant of Non-Exclusive Right of Entry Agreement**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTORS BID PROPOSAL

ADDENDUM 7

REVISED

BID SCHEDULE

CAMPUS PARK ACTIVATION PROJECT
SPECIFICATION NO. PW 20-95

Bidder's Company Name: **Urban Habitat**

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 REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
1.	Mobilization / demobilization (5% maximum of Total Bid Price)	Section 01 00 00 Part 4.1	Lump Sum	1	$514,088.77	$514,088.77
2.	Erosion Control and SWPPP Compliance	Section 01 50 00 Part 4.1	Lump Sum	1	$65,549.14	$65,549.14
3.	Temporary Safety Fencing and Protection	Section 01 50 00 Part 4.2	Ln. Ft.	4,500	$9.34	$42,030.00
4.	Temporary Traffic Control	Section 01 50 00 Part 4.3	Lump Sum	1	$32,336.66	$32,336.66
5	Temporary Tree Protection	Section 01 56 39 Part 4.1, L1.09	Each	11	$670.53	$7,375.83
6	Boundary and Survey Markers	Section 02 21 13.13 Part 4.1A	Lump Sum	1	$94,676.40	$94,676.40
REMOVALS AND ADJUSTMENTS						
7	Concrete Pavement Removals	Section 02 41 13 Part 4.6	Sq. Ft.	7,675	$1.56	$11,973.00
8	Asphalt Concrete Pavement Removals	Section 02 41 13.13 Part 4.1B	Sq. Ft.	15,800	$2.54	$40,132.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
9	Dig Out Removals	Section 02 41 13.13 Part 4.1A	Sq. Ft.	5,500	$2.43	$13,365.00
10	Concrete Sidewalk, Driveway, or Cross-Gutter Removals	Section 02 41 13 Part 4.7	Sq. Ft.	9,400	$2.29	$21,526.00
11	Curb & Gutter Removals	Section 02 41 13 Part 4.8	Ln. Ft.	280	$13.45	$3,766.00
12	Adjust Manhole to Grade	Section 02 41 13 Part 4.9	Each	1	$3,651.50	$3,651.50
13	Sawcutting	Section 02 41 13 Part 4.10	Ln. Ft.	1620	$7.43	$12,036.60
14	Asphalt Cold Mill (<2")	Section 02 41 13.13 Part 4.2	Sq. Ft.	3,250	$9.96	$32,370.00
15	Adjust Pull box to Grade	Section 02 41 13 Part 4.11	Each	2	$1,685.32	$3,370.64
16	Remove Fencing/Posts/Gates /Backstop posts	Section 02 41 13 Part 4.12	Ln. Ft.	4,000	$11.52	$46,080.00
17	Remove Stumps	Section 02 41 13 Part 4.13, L1.09	Each	10	$547.34	$5,473.40
18	Remove Trees	Section 02 41 13 Part 4.14, L1.09	Each	1	$1,811.50	$1,811.50
19a	Abandoned Gas Line Removals and Cap (Smaller than 3" Diam.)	Section 02 41 13 Part 4.1	Ln. Ft.	1,700	$5.38	$9,146.00
19b	Abandoned Gas Line Removals and Cap (3" to 4" Diam)	Section 02 41 13 Part 4.1	Ln. Ft.	1,700	$7.13	$12,121.00
20a	Abandoned Water Line Removals and Cap (Smaller than 3" Diam.)	Section 02 41 13 Part 4.2	Ln. Ft.	2,800	$4.22	$11,816.00
20b	Abandoned Water Line Removals and Cap (3" to less than 6" Diam)	Section 02 41 13 Part 4.2	Ln. Ft.	2,800	$5.30	$14,840.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
20c	Abandoned Water Line Removals and Cap (6" Diam to 8" Diam)	Section 02 41 13 Part 4.2	Ln. Ft.	2,800	$7.06	$19,768.00
21a	Abandoned Sewer Line Removals and Cap (Smaller than 6" Diam.)	Section 02 41 13 Part 4.3	Ln. Ft.	3,600	$5.24	$18,864.00
21b	Abandoned Sewer Line Removals and Cap (6" to 8" Diam)	Section 02 41 13 Part 4.3	Ln. Ft.	3,600	$7.00	$25,200.00
22a	Abandoned Oil Line Removals and Cap (Smaller than 4" Diam.)	Section 02 41 13 Part 4.4	Ln. Ft.	1,800	$5.58	$10,044.00
22b	Abandoned Oil Line Removals and Cap (4" to less than 5" Diam)	Section 02 41 13 Part 4.4	Ln. Ft.	1,800	$7.60	$13,680.00
22c	Abandoned Oil Line Removals and Cap (5" Diam to 6" Diam)	Section 02 41 13 Part 4.4	Ln. Ft.	1,800	$11.63	$20,934.00
~~19~~	~~Abandoned Gas Line Removals~~	~~Section 02 41 13 Part 4.1~~	~~Ln. Ft.~~	~~1,700~~		
~~20~~	~~Abandoned Water Line Removals~~	~~Section 02 41 13 Part 4.2~~	~~Ln. Ft.~~	~~2,800~~		
~~21~~	~~Abandoned Sewer Line Removals~~	~~Section 02 41 13 Part 4.3~~	~~Ln. Ft.~~	~~3,600~~		
~~22~~	~~Abandoned Oil Line Removals~~	~~Section 02 41 13 Part 4.4~~	~~Ln. Ft.~~	~~1,800~~		
23	Asbestos Abatement, Oil Pipe, and Contaminated Soils Remediation **(Assume 2' of soil surrounding pipe)**	Section 02 82 00 Part 4	Ln. Ft.	1,800	$110.10	$198,180.00
24	Remove Water Meter	Section 02 41 13 Part 4.15	Each	2	$202.24	$404.48
25	Remove Fire Hydrant	Section 02 41 13 Part 4.16	Each	1	$1,825.76	$1,825.76
26	Remove Backflow Preventer	Section 02 41 13 Part 4.17	Each	1	$1,825.76	$1,825.76

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
27	Remove Light Pole	Section 02 41 13 Part 4.18	Each	2	$1,083.64	$2,167.28
~~28~~	~~Cap and Abandon Utility Lines~~	~~Section 02 41 13 Part 4.5~~	~~Each~~	~~100~~		
29	Remove Basketball Poles	Section 02 41 13 Part 4.19	Each	3	$742.16	$2,226.48
30	Remove Light Pole Footings	Section 02 41 13 Part 4.20	Each	10	$1,033.06	$10,330.60
31	Clearing and Grubbing	Section 31 11 00 Part 4	LS	1	$206,763.21	$206,763.21
32	Temporary Safety Fence (BMPs)	Section 01 50 00 Part 4.2	Ln. Ft	2,500	$4.99	$12,475.00
STREET IMPROVEMENT COSTS						
33	Crushed Miscellaneous Base (CMB) (4")	Section 32 11 00 Part 4	Ton	21	$477.36	$10,024.56
34	Asphalt Concrete Slot Pavement	Section 32 12 16 Part 4.4	Ton	16	$583.44	$9,335.04
35	Rubberized Asphalt Concrete Slot Pavement (2nd Street)	Section 32 12 16.33 Part 4.1	Ton	7	$583.44	$4,084.08
36	Asphalt Concrete Overlay (2")	Section 32 12 16 Part 4.3	Ton	23	$583.44	$13,419.12
37	Rubberized Asphalt Concrete Overlay (2") (2nd Street)	Section 32 12 16.33 Part 4.2	Ton	18	$583.44	$10,501.92
38	PCC Sidewalk	Section 32 16 00 Part 4.04	Sq. Ft.	2,500	$11.88	$29,700.00
39	Vehicular Concrete (6" Thick)	Section 32 13 13 Part 4	Sq. Ft.	800	$61.82	$49,456.00
40	6" PCC Curb and 18" Gutter	Section 32 16 00 Part 4.02	Ln. Ft.	200	$28.37	$5,674.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
41	6" PCC Curb	Section 32 16 00 Part 4.01	Ln. Ft.	150	$20.04	$3,006.00
42	PCC Mountable Curb (Emergency Access)	Section 32 16 00 Part 4.06	Ln. Ft.	30	$20.04	$601.20
43	Concrete Parkway Drain	Section 33 41 00 Part 4.16	Each	1	$9,016.80	$9,016.80
44	PCC Driveway	Section 32 16 00 Part 4.07	Each	2	$7,784.58	$15,569.16
45	Offsite Striping and Pavement Markings	Section 32 17 23 Part 4.3	L.S.	1	$9,913.18	$9,913.18
46	Offsite Signage	Section 32 17 23 Part 4.4	Each	1	$318.24	$318.24
SITE IMPROVEMENT COSTS						
47	Welded Wire Steel Gates at Community Garden	Section 05 70 10 Part 4.1, 03 30 00	Each	3	$4,545.88	$13,637.64
48	Welded Wire Steel Fence at Community Garden	Section 05 70 10 Part 4.103 30 00	Ln. Ft.	550'	$188.01	$103,405.50
49	Monument Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.60	Each	2	$8,486.40	$16,972.80
50	Interpretive Education Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.60	Each	2	$7,956.00	$15,912.00
51	Park Rules and Regulation Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.60	Each	1	$5,622.24	$5,622.24
52	Endangering Aircraft and Park Hours Regulatory Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.61	Each	3	$2,015.52	$6,046.56
53	Park Hours Regulatory Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.61	Each	2	$1,803.36	$3,606.72

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
54	Authorized Vehicles Only Regulatory Sign	Section 03 30 00, 10 14 00 Part 4.1, L1.61	Each	2	$1,803.36	$3,606.72
55	Construction Project Sign	Section 10 14 00 Part 4.1	Each	1	$1,909.44	$1,909.44
56	Anti-Littering Sign (English) with concrete footings	Section 03 30 00, 10 14 00 Part 4.1, L1.61	Each	10	$2,270.11	$22,701.10
57	Anti-Littering Sign (Spanish) with concrete footings	Section 03 30 00, 10 14 00 Part 4.1, L1.61	Each	10	$2,270.11	$22,701.10
58	Basketball Board and Rim – Install on Existing Post	Section 11 65 00 Part 4.1	Each	3	$1,481.92	$4,445.76
59	Basketball Board and Rim with New Post and Foundation	Section 11 65 00 Part 4.1, 03 30 00	Each	3	$5,250.50	$15,751.50
60	Playground Equipment and Foundations – Landscape Structures "Global Motion Spinner #96123-1-1" - Deferred Approval	Section 11 68 13 Part 4.01	Each	1	$75,345.49	$75,345.49
61	Playground Equipment and Foundations – Kompan "Nest Swing" - Deferred Approval	Section 11 68 13 Part 4.01	Each	1	$16,930.25	$16,930.25
62	Playground Equipment and Foundations – Landscape Structures "Age 5-12 Single Post Swings with Additional Bay #1777333" - Deferred Approval	Section 11 68 13 Part 4.01	Each	1	$12,869.37	$12,869.37
63	Playground Equipment and Foundations – Landscape Structures "Age 2-5 Toddler Swings with Additional Bay #1777332" - Deferred Approval	Section 11 68 13 Part 4.01	Each	1	$9,990.50	$9,990.50

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
64	Playground Equipment and Foundations – Landscape Structures "Lunar Blast Net Climber" - Deferred Approval	Section 11 68 13 Part 4.01	Each	1	$67,896.60	$67,896.60
65	Playground Equipment – Landscape Structures "48" Double Wave", Double Embankment Slide with Foundations, and Aggregate Base	Section 11 68 13 Part 4.01	Each	1	$15,679.85	$15,679.85
66	Prefabricated Exeloo Restroom Building	13 34 00 Part 4.1	Lump Sum	1	$324,067.34	$324,067.34
67	Dry Creek	Section 31 20 00 Part 4.06	Lump Sum	1	$87,031.22	$87,031.22
68	Compacted Dirt at Pelota Mixteca	Section 31 20 00, Part 4.5 and 31 23 13	CY	450	$41.64	$18,738.00
69	Operations and Maintenance of Landscape Improvements – 90 Day Maintenance Period	Section 32 01 30 Part 4.1	Lump Sum	1	$37,925.51	$37,925.51
70	Crushed Miscellaneous Base (CMB) (4")	Section 32 11 00 Part 4	Ton	600	$6.36	$3,816.00
71	Asphalt Concrete Pavement (3")	Section 32 12 16 Part 4.2	Ton	500	$207.92	$103,960.00
72	Seal Coat	Section 32 12 36 Part 4	Sq. Ft.	**67,500**	$0.48	$32,400.00
73	Dig Out Asphalt Pavement	Section 32 12 16 Part 4.1	Ton	250	$301.27	$75,317.50
74	Concrete Vehicular Pavement	Section 32 13 13 Part 4, 32 13 16 Part 4.1	Sq. Ft.	9,100	$14.74	$134,134.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
75	8"W Concrete Curb at Pelota Mixteca at Community Garden	Section 32 13 16 Part 4.1	Ln. Ft.	1,380	$21.15	$29,187.00
76	6"W Concrete Curb at Tree Wells in Play Area	Section 32 13 16 Part 4.1	Ln. Ft.	150	$17.71	$2,656.50
77	Concrete Approach at Engineered Wood Fiber	Section 32 13 16 Part 4.1	Sq. Ft.	55	$7.10	$390.50
78	Grantor Acknowledgement Template Sandblast Pavement Graphic	Section 32 13 16 Part 4.1, L1.61	Sq. Ft.	9	$589.33	$5,303.97
79	Stabilized Decomposed Granite Paving with Organic Stabilizer	Section 32 15 00 Part 4.1	Sq. Ft.	14,600	$2.77	$40,442.00
80	Unstabilized Decomposed Granite	Section 32 15 00, Part 4.1	Sq. Ft.	130	$3.02	$392.60
81	Stabilized Decomposed Granite Paving with Wax Polymer	Section 32 15 43, Part 4.1	Sq. Ft.	46,000	$7.47	$343,620.00
82	Cobblestone 2" to 4" at Dry Creek	Section 32 15 00 Part 4.1	Sq. Ft.	30,000	$2.90	$87,000.00
83	Pea Gravel at Play Area	Section 32 15 00 Part 4.1	Sq. Ft.	480	$2.80	$1,344.00
84	Boulders 3' to 3'-6"W x 2' to 2'-6"H with Sand Setting Bed	Section 32 15 00 Part 4.1	Each	**103**	$477.76	$49,209.28
85	Boulders 3' to 3'-6"W x 2' to 2'-6"H with and Concrete Setting Bed	Section 32 15 00 Part 4.1	Each	3	$1,461.12	$4,383.36
86	6" Concrete Curb	Section 32 16 00 Part 4.01	Ln. Ft.	1750	$17.71	$30,992.50
87	8" Concrete Curb	Section 32 16 00 Part 4.01	Ln. Ft.	250	$28.13	$7,032.50
88	PCC Ribbon Gutter (8" thick)	Section 32 16 00 Part 4.03	Sq. Ft.	**800**	$18.24	$14,592.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
89	PCC Sidewalk	Section 32 16 00 Part 4.04	Sq. Ft.	3000	$11.78	$35,340.00
90	PCC Pedestrian Walkway	Section 32 16 00 Part 4.05, 32 13 16 Part 4.1	Sq. Ft.	15,000	$11.53	$172,950.00
91	PCC Ramp	Section 32 16 00 Part 4.08	Sq. Ft.	120	$11.25	$1,350.00
92	Precast Wheel Stops	Section 32 16 00 Part 4.09	Each	12	$90.17	$1,082.04
93	PCC Collection Gutter	Section 32 16 00 Part 4.03	Sq. Ft.	50	$21.27	$1,063.50
94	PCC V-Gutter	Section 32 16 00 Part 4.03	Ln. Ft.	275	$164.42	$45,215.50
95	Emergency Access Concrete Mountable Curb	Section 32 16 00 Part 4.06	Ln. Ft.	60	$20.04	$1,202.40
96	Athletic Court Pavement Markings	Section 32 17 00 Part 4.1	Lump Sum	1	$12,729.60	$12,729.60
97	Onsite Striping and Pavement Markings	Section 32 17 23 Part 4.1	L.S.	1	$25,247.04	$25,247.04
98	Onsite Signage	Section 32 17 23 Part 4.2	L.S.	1	$15,895.03	$15,895.03
99	Truncated Domes	Section 32 17 26 Part 4.01	Sq. Ft.	350	$43.82	$15,337.00
100	Fibar Engineered Wood Fiber	Section 32 18 00 Part 4.1	Sq. Ft.	10,000	$4.22	$42,200.00
101	Chain Link Fences and Gates	32 31 13 Part 4	Ln. Ft.	750	$56.13	$42,097.50
102	20'H Safety Netting System with Integrated Chain-Link Fence Posts and concrete foundations at Pelota Mixteca	Section 11 65 33 Part 4.1, 03 30 00	Ln. Ft.	830	$183.88	$152,620.40

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
103	20'H Safety Netting System with Integrated Chain-Link Gate Posts and concrete foundations at Pelota Mixteca	Section 11 65 33 Part 4.1, 03 30 00	Each	3	$4,343.98	$13,031.94
104	8'H Chain-Link Fence and Intermediate Post and concrete foundations at Pelota Mixteca	Section 32 31 00 Part 4.1, 03 30 00	Ln. Ft.	830	$66.84	$55,477.20
105	8'H Chain-Link Gates and concrete foundations at Pelota Mixteca	Section 32 31 00 Part 4.1, 03 30 00	Each	3	$3,403.75	$10,211.25
106	Irrigation System	Section 32 84 00 Part4.01A	Lump Sum	1	$1,148,880.70	$1,148,880.70
107	Irrigation Booster Pump	Section 32 84 00 Part 4.01B	Lump Sum	1	$113,709.53	$113,709.53
108	Soil Preparation	Section 32 91 13 Part 4.1	Lump Sum	1	$136,495.86	$136,495.86
109	Hydroseeding	Section 32 92 22 Part 4.1	Lump Sum	1	$73,242.03	$73,242.03
110	Landscape Planting	Section 32 93 00 Part 4.1	Lump Sum	1	$129,514.08	$129,514.08
111	Picnic Tables	Section 32 33 00 Part 4.1	Each	7	$2,322.20	$16,255.40
112	Accessible Picnic Tables	Section 32 33 00 Part 4.1	Each	3	$2,322.20	$6,966.60
113	Park Bench	Section 32 33 00 Part 4.1	Each	14	$1,327.07	$18,578.98
114	Accessible Drinking Fountain	Section 32 33 00 Part 4.1	Each	1	$10,782.65	$10,782.65

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
115	Bicycle Racks	Section 32 33 00 Part 4.1	Each	6	$2,948.79	$17,692.74
116	Waste Receptacle	Section 32 33 00 Part 4.1	Each	6	$1,357.59	$8,145.54
117	Reclaimed Log Benches	Section 32 33 00 Part 4.1	Each	10	$1,756.03	$17,560.30
118	Reclaimed Log Stumps with Concrete Footing and Aggregate Base.	Section 32 33 00 Part 4.1	Each	46	$1,497.90	$68,903.40
119	Flow Pollinator House	Section 32 33 00 Part 4.1	Each	2	$1,260.77	$2,521.54
120	Cedar Compost Bin	Section 32 33 00 Part 4.1	Each	4	$1,212.69	$4,850.76
121	Storage Shed	Section 32 33 00 Part 4.1	Each	1	$5,546.85	$5,546.85
122	Rain Barrel	Section 32 33 00 Part 4.1	Each	1	$1,159.79	$1,159.79
123	64 Gallon Waste Bin	Section 32 33 00 Part 4.1	Each	1	$400.14	$400.14
124	Raised Vegetable Garden Planter 20'L x 4'W x 12"H	Section 32 33 00 Part 4.1	Each	15	$6,860.53	$102,907.95
125	Raised Vegetable Garden Planter 8'L x 4'W x 24"H	Section 32 33 00 Part 4.1	Each	15	$4,600.66	$69,009.90
126	Raised Vegetable Garden Planter 8'L x 4'W x 12"H	Section 32 33 00 Part 4.1	Each	9	$4,627.79	$41,650.11
127	Raised Vegetable Garden Planter 20'SQ x 12"H	Section 32 33 00 Part 4.1	Each	1	$3,140.72	$3,140.72
128	Knox Box	Section 32 33 00 Part 4.1	Each	1	$1,218.83	$1,218.83
129	Knox Padlock	Section 32 33 00 Part 4.1	Each	1	$710.21	$710.21

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
130	Padlock Hidden Shackle and Chain	Section 32 33 00 Part 4.1	Each	2	$162.15	$324.30
131	Skate Park	Section 03 10 00, 03 20 00, 03 30 10, 03 37 31, 03 39 00, 03 40 00, 05 50 00, 07 92 00, SK1.0, SK1.1, SK1.2, SK2.0, SK3.0, SK4.0, SK5.0, SK6.0, SK6.1, SK7.0, SK7.1, SK7.2, SK8.0, SK8.1	Lump Sum	1	$1,145,603.00	$1,145,603.00
132	Bicycle Pump Track	Section 03 10 00, 03 20 00, 03 30 10, 03 37 31, 03 39 00, 03 40 00, 05 50 00, 07 92 00, SK1.0, SK1.1, SK1.2, SK2.0, SK3.0, SK4.0, SK5.0, SK6.0, SK6.1, SK7.0, SK7.1, SK7.2, SK8.0, SK8.1	Lump Sum	1	$279,101.78	$279,101.78
SEWER IMPROVEMENT COSTS						
133	2" PVC & P-Trap	Section 33 31 00 Part 4.1	Each	1	$461.59	$461.59
134	4" PVC	Section 33 31 00 Part 4.1	Ln. Ft.	180	$28.73	$5,171.40
135	Sewer Cleanout	Section 33 31 00 Part 4.2	Each	4	$986.76	$3,947.04
136	Wye (8" x 4")	Section 33 31 00 Part 4.2	Each	3	$246.33	$738.99

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
WATER IMPROVEMENT COSTS						
137	4" PVC Pipe	Section 33 10 00 Part 4.1	Ln. Ft.	40	$32.82	$1,312.80
138	6" PVC Pipe	Section 33 10 00 Part 4.1	Ln. Ft.	60	$34.24	$2,054.40
139	Fire Hydrant Assembly	Section 33 10 00 Part 4.3	Each	1	$15,735.86	$15,735.86
140	6" -22.5°, 45° or 90° Fitting	Section 33 10 00 Part 4.1	Each	1	$2,139.20	$2,139.20
141	6" Valve	Section 33 10 00 Part 4.1	Each	1	$1,882.73	$1,882.73
142	1" Sch 80 PVC Service	Section 33 10 00 Part 4.1	Each	1	$10,653.44	$10,653.44
143	6" Irrigation Water Service and 4" Water Meter	Section 33 10 00 Part 4.2	Each	1	$34,169.06	$34,169.06
144	1 1/2" Copper Pipe Service	Section 33 10 00 Part 4.1	Ln. Ft.	160	$64.25	$10,280.00
145	1"-1/2" Ball Valve and Valve Box	Section 33 10 00 Part 4.1	Each.	1	$1,254.42	$1,254.42
146	6" Ductile Iron Pipe	Section 33 10 00 Part 4.1	Ln. Ft.	20	$265.47	$5,309.40
147	6" Iron Mega coupling	Section 33 10 00 Part 4.1	Each	1	$719.90	$719.90
DRAINAGE IMPROVEMENT COSTS						
148	24" HDPE	Section 33 41 00 Part 4.1	Ln. Ft.	625	$129.40	$80,875.00
149	36" HDPE	Section 33 41 00 Part 4.1	Ln. Ft.	350	$162.60	$56,910.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
150	36" RCP	Section 33 41 00 Part 4.1	Ln. Ft.	50	$389.56	$19,478.00
151	Standard Manhole	Section 33 41 00 Part 4.4	Each	7	$13,260.00	$92,820.00
152	12" PVC Double Barrel	Section 33 41 00 Part 4.1	Ln. Ft.	500	$194.77	$97,385.00
153	6" PVC	Section 33 41 00 Part 4.1	Ln. Ft.	2,300	$30.75	$70,725.00
154	8" PVC	Section 33 41 00 Part 4.1	Ln. Ft.	200	$49.90	$9,980.00
155	15" PVC	Section 33 41 00 Part 4.1	Ln. Ft.	100	$198.24	$19,824.00
156	6" PVC Underdrains	Section 33 41 00 Part 4.18	Ln. Ft	1750	$36.72	$64,260.00
157	8" PVC Underdrains	Section 33 41 00 Part 4.18	Ln. Ft	100	$101.13	$10,113.00
158	Underground Detention Basin	Section 33 41 00 Part 4.10	Lump Sum	1	$492,046.16	$492,046.16
159	Hydrodynamic Separator	Section 33 41 00 Part 4.6	Lump Sum	1	$36,197.94	$36,197.94
160	Precast Grated Catch Basin 2'x2'	Section 33 41 00 Part 4.3	Each	2	$2,438.59	$4,877.18
161	Precast Grated Catch Basin 4'x4'	Section 33 41 00 Part 4.3	Each	2	$10,915.96	$21,831.92
162	Biofiltration BMPs	Section 33 41 00 Part 4.14	L.S.	1	$106,080.00	$106,080.00
163	Precast Reinforced Concrete Box (3'x2')	Section 33 41 00 Part 4.2	Ln. Ft.	200	$148.18	$29,636.00
164	Underground Infiltration Basin	Section 33 41 00 Part 4.9	L.S.	1	$136,910.12	$136,910.12

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
165	Diversion Structure	Section 33 41 00 Part 4.7A	Each	1	$21,216.00	$21,216.00
166	Connector Pipe Screen	Section 33 41 00 Part 4.5	Each	3	$2,652.00	$7,956.00
167	Inline Check Valve	Section 33 41 00 Part 4.11	Each	1	$3,712.80	$3,712.80
168	Stormgate Vault	Section 33 41 00 Part 4.7B	Each	1	$21,216.00	$21,216.00
169	12" RCP Culvert Crossing	Section 33 41 00 Part 4.13	Ln. Ft.	300	$82.62	$24,786.00
170	Junction Structure - RCP to RCB	Section 33 41 00 Part 4.8	Each	1	$10,608.00	$10,608.00
171	Storm Drain Clean Out	Section 33 41 00 Part 4.15A	Each	15	$1,310.24	$19,653.60
172	Nyloplast Clean Out	Section 33 41 00 Part 4.15B	Each	2	$3,508.56	$7,017.12
173	Mitered Grate Culvert	Section 33 41 00 Part 4.12	Each	7	$530.40	$3,712.80
174	Grouted Riprap	Section 33 41 00 Part 4.17	Sq. Ft	80	$259.90	$20,792.00
OTHER COSTS						
175	Earthwork (Fill)	Section 31 20 00 Part 4.1	CY	21,300	$11.94	$254,322.00
176	Earthwork (Cut)	Section 31 20 00 Part 4.2	CY	22,700	$8.19	$185,913.00
177	Earthwork (Export)	Section 31 20 00 Part 4.3	CY	1,400	$30.95	$43,330.00
178	Over-ex and Recompaction	Section 31 20 00 Part 4.4	CY	15,400	$6.14	$94,556.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL COST
ELECTRICAL COST						
179	Solar Powered Light Fixtures with Foundations – "Aberdeen" (18'-6"H pole)	26 50 00 Part 4.1, 03 30 00	Each	81	$13,896.48	$1,125,614.88
180	Solar Powered Light Fixtures with Foundations – "Streamer Round" (23'-6" pole)	26 50 00 Part 4.1, 03 30 00	Each	16	$21,385.73	$342,171.68
181	Electrical	Section 26 00 10, 26 05 19, 26 05 26, 26 05 33.13, 26 05 33.16, 26 05 43, 26 05 44, 26 05 48.16, 26 05 53, 26 05 73.13, 26 05 73.16, 26 05 73.19, 26 22 13, 26 24 16, 26 27 00.11, 26 27 26	Lump Sum	1	$377,326.56	$377,326.56
TOTAL BASE AMOUNT: $11,661,418.31						

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
182	Pavilion Shade Structure and Foundations	Section 05 12 13 Part 4.1, 05 12 00, 09 91 13	Each	1	$450,840.00	$450,840.00
183	Shade Sails and Foundations at Skate Park – Deferred Approval	Section 13 31 23	Each	2	$50,695.26	$101,390.52
184	Playground Equipment – Landscape Structures "Mushroom Steppers"	Section 11 68 13 Part 4.01	Each	12	$1,575.88	$18,910.56
185	Playground Equipment – Freenotes Harmony Park "Mushroom Ensemble"	Section 11 68 13 Part 4.01	Each	1	$15,235.38	$15,235.38
186	Playground Equipment – Freenotes Harmony Park "Imbarimba"	Section 11 68 13 Part 4.01	Each	1	$64,188.20	$64,188.20
187	Playground Equipment – Freenotes Harmony Park "Lilypad Cymbals"	Section 11 68 13 Part 4.01	Each	1	$28,771.69	$28,771.69
188	Playground Equipment – Landscape Structures "We-Go-Round"	Section 11 68 13 Part 4.01	Each	1	$72,286.97	$72,286.97
189	Synthetic Resilient Paving Replaces Fibar Engineered Wood and Planting Area around Embankment Slide	Section 32 18 16 Part 4.1	Sq. Ft.	10,000	$27.51	$275,100.00
					TOTAL ADDITIVE ITEMS:	**$1,026,732.32**

TOTAL BID PRICE = TOTAL BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 12,688,141.63

TOTAL BID PRICE IN WORDS: Twelve Million Six hundred eighty-eight thousand one hundred Forty one and 63/100 dollars

Bidder's Company Name: Urban Habitat

Signature: _____ Title: CEO, Secretary

Print: Brett Brennan Date: 2-18-2026

EXHIBIT B
FORM INS-F: INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS

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 $5,000,000 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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-F. 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-F 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.

7/25

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $5,000,000 PRODUCTS COMP/OP AGG. $5,000,000 PERSONAL & ADV. INJURY $5,000,000 EACH OCCURRENCE $5,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

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

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:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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:

c. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

d. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 3/26 INS-F.doc

EXHIBIT C
IRAN CONTRACTING ACT CERTIFICATION FORM

CITY OF OXNARD
CAMPUS PARK ACTIVATION PROJECT
SPECIFICATION NO. PW 20-95

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): Urban Habitat Federal ID Number (or n/a): 45-2405501

Brett Brennan
By (Authorized Signature):

Brett Brennan, CEO, Secretary 2-3-2026
Printed Name & Title of Person Signing: Date Executed

Executed in the County of Riverside in the State of CA

OPTION No.2 – EXEMPTION

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

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

N/A
By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of _____ in the State of _____

EXHIBIT D

RESERVED

EXHIBIT E

GRANT CONTRACT ADDENDUM

Notice: The contract or purchase order to which this addendum is attached is made using Federal assistance provided to the City of Oxnard by the National Park Service (NPS) under the Land & Water Conservation Fund (LWCF) , and using State assistance provided to the City of Oxnard by the Statewide Park Development and Community Revitalization grant funds from the California Natural Resources Agency Department of Parks and Recreation under Agreement C9801019 (as amended), Urban Greening Grant Program funds from the California Natural Resources Agency under Agreement UG2112-0, Clean California Local Grant Program funds under Caltrans Restricted Grant Agreement CCL-5129-112 (as amended), and pursuant to those certain Agreements respectively, as they may be amended from time to time.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021.

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, 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 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 or the Comptroller General of the United States.

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

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

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

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

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

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

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

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

The Contractor, Urban Habitat, 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

Brett Brennan, CEO, Secretary

Name and Title of Contractor's Authorized Official

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

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

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

Instruction for Certification

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

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

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

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

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

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

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

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

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

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

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

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal 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 statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

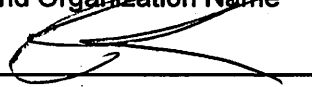
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

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

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

Brett Brennan
Name

CEO, Secretary, Urban Habitat
Title and Organization Name


Signature

2-3-2026
Date

EXHIBIT F
GRANT AGREEMENTS

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $8,500,000.00

City of Oxnard
Grantee

By Alexander Nguyen
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 300 West Third Street Oxnard, CA 93030

Title ~~City Manager~~

Date 4/15/2020

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title Supervisor

Date 4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801019	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011778			PROJECT NO. SW-56-001
AMOUNT ENCUMBERED BY THIS DOCUMENT $8,500,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE $ $8,500,000.00		REPORTING STRUCTURE 37900091	ACCOUNT/ALT.ACCOUNT 5432000 *5432000000* 0000000000	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW56001
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE Demetri Williams				DATE. MAY 0 1 2020

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: Supervisor

Date: 4-19-20

DocuSign Envelope ID: 10ACD913-3616-41D4-911D-1BE37FD22528

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9801019 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Oxnard

The State and, City of Oxnard in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE Campus Park Expansion APPLICATION NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE /Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State grant amount not to exceed $8,500,000

The General and Special Provisions attached are made a part of and incorporated into this Contract Amendment.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Oxnard

By _____

Title City Manager
Applicant's Authorized Representative as shown in Resolution

Date 5/17/2021

STATE DEPARTMENT OF PARKS AND RECREATION

By Docusigned by: Jana Clarke 96CAD1520043460...

Date 5/21/2021

DocuSign Envelope ID: 10ACD913-3616-41D4-911D-1BE37FD22528

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.	PROJECT NO
C9801019	**1**	**0000011778**	**SW-56-001**

AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND				
$0	**Drought, Water, Cln Air, Cstl Protc, Outdoor Fund**				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT	ITEM		CHAPTER	STATUTE	FISCAL YEAR
$8,500,000	**3790-101-6088**		**29**	**18**	**2020/21**
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured	Account/Alt Account	ACTIVITY CODE	PROJECT/WORK PHASE	
$8,500,000	**37900091**	**5432000-5432000000**	**69805**	**37900000SW56001**	

T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.	
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER	DATE

DocuSign Envelope ID: 10ACD913-3616-41D4-911D-1BE37FD22528

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 5/17/2021

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: DocuSigned by: Jana Clarke 98CAD15004344D
Signature of Authorized Representative

Title: Supervisor

Date: 5/21/2021

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9801019 Amendment No. 2

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Oxnard

The State and, City of Oxnard in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

1. To extend the grant performance period from June 30, 2024, to June 30, 2028.
2. To add III. Special Provision, A Economic Sanctions

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Oxnard

By _____

Title City Manager
Applicant's Authorized Representative as shown in Resolution

Date 10/06/2023

STATE DEPARTMENT OF PARKS AND RECREATION

By Maria Olmos
A95AF99B0D1941C...

Date 11/1/2023

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO **C9801019**	AMENDMENT NO **02**	FISCAL SUPPLIER I.D. **0000011778**		PROJECT NO **SW-56-001**	
AMOUNT ENCUMBERED BY THIS DOCUMENT **0**	FUND **Drought, Water, Cln Air, Cstl Protc, Outdoor Fund**				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT **$8,500,000**	ITEM **3790-101-6088**		CHAPTER **29**	STATUTE **18**	FISCAL YEAR **2023/24**
TOTAL AMOUNT ENCUMBERED TO DATE **$8,500,000**	Reporting Structured **37900091**	Account/Alt Account **5432000-5432000000**	ACTIVITY CODE **69800**	PROJECT/WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

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1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

A. Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grant funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall

provide the Grantee with advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of the Executive Order shall be at the sole discretion of the State.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: Alexander Nguyen, City Manager

Date: 10/06/2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Maria Olmos
A6AAF99B001941C...
Signature of Authorized Representative

Title: Grants Supervisor

Date: 11/1/2023

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

SB 8/9/2023 JT 8/9/2023

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2112-0

TERM OF LAND TENURE: **25** years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 07/01/2023 to 02/01/2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **$3,529,632.10** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF OXNARD		**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY**	
By:	Alexander Nguyen Alexander Nguyen	By:	Andrea Scharffer Andrea Scharffer
Title:	City Manager	Title:	Deputy Assistant Secretary, Bonds & Grants
Date:	8/10/2023	Date:	8/10/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$3,529,632.10	**UG2112-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0001**	**2021**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540UG21120**	**21139**	**05400001**	**21139**	**N/A**	**2023**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER — DATE: 8/16/2023

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME:	City of Oxnard
PROJECT TITLE:	Campus Park Central Oxnard Urban Greening
AGREEMENT NUMBER:	UG2112-0
AUTHORITY:	Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM:	Urban Greening Grant Program

PROJECT DESCRIPTION

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. AN

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. AN

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in

order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. AN

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.

9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.

12. The term "Payment Request Form" means Form RA212.

13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.

16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**. AN

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for

construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly

documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.

5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.

2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of

money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. AN

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth

in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant

Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

AN

Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AGREEMENT NUMBER: UG2112-0

PROJECT LOCATION: H Street and 5th Street, Oxnard, CA, 93030

PROJECT SCOPE:

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

Grant-funded project elements include:

- Direct project management and inspections
- Planning, design, and permitting
- Mixteco and Chumash consultation
- Plant approximately 500 15-gallon trees*
- Install approximately 75 cubic yards of 3" organic mulch
- Construct approximately 43,560 square feet of meadows, including deconstructed granite path, shrubs/groundcover, irrigation, and seating
- Construct approximately 43,560 square feet of botanical/cultural garden, including deconstructed granite path, shrubs/groundcover, irrigation, seating, drinking fountains, educational signage, and solar lighting
- Install a greened walking area and rainwater catchment, including approximately
    - 15,000 square feet of deconstructed granite path
    - 750 square feet of concrete pathway
    - 25,000 square feet of irrigation
    - 2,900 square feet of rainwater infiltration and seasonal creek
    - Rainwater collection gutters and rain barrel
- Construct a community orchard, including approximately
    - 30 15-gallon fruit trees*
    - 10,000 square feet of deconstructed granite pathway
    - 5,000 square feet of shrubs/groundcover
    - 20,000 square feet of irrigation
- Install approximately 1 park restroom and associated utility connections
- Install approximately 1 funding acknowledgement sign

The park will be open to the public during daylight hours.

EXHIBIT A

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Project kick-off	July 2023
Design procurement	October 2023 – January 2024
Design	February 2024 – December 2024
Submit final site designs/plans/specs to State*	December 2024
Submit evidence of temporary signage	December 2024
Construction bidding	February 2025 – April 2025
Construction	June 2025 – December 2025
Submit evidence of final signage	December 2025
Record MOUGA and Submit final payment request and close out documents to State	February 2026

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

Exhibit A-1: Cost Estimate
Campus Park Central Oxnard Urban Greening
City of Oxnard
UG2112-0

AN

PROJECT ELEMENT	Total Amount	Urban Greening Grant
NON-CONSTRUCTION		
Planning, Design & Permitting		
Engineering & Design Consultants	$379,885.32	$379,885.32
Mixteco & Chumash Consultation	$12,000.00	$12,000.00
Permits	$50,000.00	$50,000.00
Direct Project Management & Administration		
Staff Time: Project Management & Inspection	$202,576.57	$202,576.57
Subtotal Non-Construction (not to exceed 25% of grant)	**$644,461.89**	**$644,461.89**
CONSTRUCTION		
Greening Elements		
Trees (15-gallon)	$60,000.00	$60,000.00
Mulch (3" Organic Mulch)	$7,875.00	$7,875.00
Meadows		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$185,130.00	$185,130.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating	$12,000.00	$12,000.00
Botanical / Cultural Garden		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$106,250.00	$106,250.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating, Drinking Fountains, Educational Signage	$29,000.00	$29,000.00
Lighting (Solar)	$196,020.00	$196,020.00
Greened Walking Area and Rainwater Catchment		
Clearing & Grubbing	$24,780.00	$24,780.00
Decomposed Granite Path	$63,750.00	$63,750.00
Concrete Pathway	$11,250.00	$11,250.00
Irrigation	$106,250.00	$106,250.00
Rainwater Infiltration & Seasonal Creek	$72,500.00	$72,500.00
Rainwater Collection Gutters & Rain Barrel	$10,000.00	$10,000.00
Community Orchard		
Fruit Trees (15-gallon)	$4,500.00	$4,500.00
Decomposed Granite Path	$42,500.00	$42,500.00
Shrubs / Groundcover	$36,250.00	$36,250.00
Irrigation	$85,000.00	$85,000.00
Park Amenities		
Restroom (Pre-Fab Exeloo, Water, Sewer, Electric)	$420,000.00	$420,000.00
Other		
Funding Acknowledgment Sign	$5,000.00	$5,000.00
Subtotal Construction	**$2,532,207.00**	**$2,532,207.00**
Contingency (not to exceed 10% of grant)	**$352,963.21**	**$352,963.21**
PROJECT TOTAL	**$3,529,632.10**	**$3,529,632.10**

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on September 15, 2023, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Campus Park Enhancement Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** agrees that it is not requesting an advance payment, and that it may not hereafter request an advance payment.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2023/24	$3,534,000.00
Cash Local Match	Agency Provided	$442,000.00
Value of Third-Party In-Kind Contributions	Agency Provided	$0.00
Total of Local Funds	Agency Provided	$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Participating Costs	**$3,976,000.00**
	Total Non-Participating Costs	**$0.00**
	Total Project Costs	**$3,976,000.00**
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee	Jennie Yee	2/13/2024	$3,534,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
9. Notification of Parties
   a. **AGENCY's** Project Manager for Project is Eric Humel, (805) 271-2231.
   b. **CALTRANS'** District Grant Manager is Tammi Altamirano, (213) 266-3601. "District Grant Manager" as used herein includes his/her designee.
   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Oxnard
Attention: Eric Humel, Grants Coordinator
Phone Number: 805.271.2231
Email: eric.humel@oxnard.org
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030

California Department of Transportation
District 7/Division of Local Assistance
Attention: Tammi Altamirano, Clean California Local Grant Manager
Phone Number: (213) 266-3601
Email: tammi.altamirano@dot.ca.gov
100 South Main Street
Los Angeles, California 90012

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on September 15, 2023, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS District Grant Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$3,534,000.00**.

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Grant Manager** at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other

party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of

Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager, as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall be complete with all of the following sections in the invoice completed:

   1) Section 1: Invoice
   2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs
   3) Section 3: Billing Summary
   4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually

received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) 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 and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

a. Neither **CALTRANS** 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 **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' 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, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis 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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

    c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

    d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

    a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its

agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior

written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14b, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.
2) The person's or organization's policy of maintaining a Drug-Free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
1) Will receive a copy of the company's Drug-Free policy statement.
2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns

(including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this

RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
    i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
    ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its

contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

    It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

    a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

       CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

    b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

    c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character

establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF OXNARD**
By:	By:
Printed Name: Gretchen Chavez	Printed Name: Alexander Nguyen
Title: Office Chief Office of Innovative Programs Division of Local Assistance	Title: City Manager
Date: 02/26/24	Date: 2/20/2024
	By:
	Printed Name:
	Title:
	Date:

Clean California Local Grant Program (State)

Amendment to Restricted Grant Agreement

Amendment Number 1 ("Amendment")

This Amendment will commence on July 29, 2025, or upon approval by the Department of Transportation (**CALTRANS**), whichever occurs later, and it amends the Restricted Grant Agreement (RGA) executed between the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, and **CALTRANS**, as set forth below:

Background: The **AGENCY** is requesting a time extension to complete the Campus Park Enhancement Project due to delays resulting from revisions to the project design and budget, as well as unforeseen environmental field studies.

The **AGENCY** is approved for a time extension and agrees to complete construction and have all project components open to the public on or before September 30, 2027, and submit all project closeout documents and invoices to **CALTRANS** by February 1, 2028. There will be no additional time allocated for project closeout.

The **AGENCY** understands it is receiving the maximum available time to complete the **PROJECT** and that no further extensions will be granted due to the expiration of program funds. Furthermore, the **AGENCY** understands that failure to meet the deadlines outlined in this amendment may result in loss of funding.

Agreement Section	**Amended Text**
Milestone Schedule, CCLGP Scope, Cost & Schedule Workbook of RGA CCL-5129-112	Project Milestone Schedule is revised as shown in the Project Milestones table below.
RGA CCL-5129-112 This RGA shall expire on December 31, 2026 • Section 10(a) - All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).	This RGA shall expire on **March 31, 2028** • Section 10(a) - **All reimbursable work shall terminate no later than *September 30, 2027*.** Project closeout and final invoicing to **CALTRANS** must be **submitted no later than *February 1, 2028*. Work incurred after *September 30, 2027* will not be reimbursed. Payment may be forfeit for any and all invoicing submitted to CALTRANS after *February 1, 2028*.** Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through *February 1, 2028* (which, in total, shall not exceed 5% of the grant award).

Agreement Section	**Amended Text**
• Section 15(j) - **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026. • Section 37(c) - Payments shall be forfeit if invoices are submitted after November 1, 2026.	• Section 15(j) - **AGENCY** has until *February 1, 2028* to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by *February 1, 2028*. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than *February 1, 2028*. • Section 37(c) - **Payments may be forfeit if invoices are submitted after *February 1, 2028*.**

Agency's Anticipated Revised Project Milestones:

Project Milestone	**Original Milestone Dates**	**Revised Milestone Dates**
End Design Phase	N/A	7/7/2025
Date all permits for the project will be received	N/A	8/4/2025
End Right of Way Phase	N/A	N/A
Begin Construction	5/1/2025	11/23/2025
End Construction Phase (*project is complete and open to the public*) Construction Contract Acceptance Milestone ***Cannot be later than 9/30/2027***	12/1/2025	9/30/2027
Submit All Project Closeout Documents and Invoices (Project Closeout) ***Cannot be later than 2/1/2028***	9/1/2026	2/1/2028

In Witness Whereof, the parties hereto have executed this Amendment Number 1 to the Restricted Grant Agreement on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF OXNARD**
By: Gretchen Chavez	By:
Printed Name: Gretchen Chavez	Printed Name: Alexander Nguyen
Title: Office Chief Office of Innovative Programs Division of Local Assistance	Title: City Manager
Date: 08/11/2025	Date: 8/06/2025
	By:
	Printed Name:
	Title:
	Date:

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior.

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or

attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United

States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

4.. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

6. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section "Project Termination" of this agreement.

7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations 36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant

award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R § 800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. § 1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to asst the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

D. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which

are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

E. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

F. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, 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, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, 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, and 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 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 Section 1352, title 31, U.S. Code. 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.

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) 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 (1)(b) of this certification; and

(d) 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.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

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

(1) The prospective lower tier participant certifies, by submission of this application 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) 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 to this application.

K. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-inamerica/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

EXHIBIT G

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 contractor's 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	**GRANTEE**
The City of Oxnard	_____
By: _____	By: _____
Public Works Director	_____

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CAMPUS PARK ACTIVATION PROJECT SPECIFICATION NO. PW 20-95.

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

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

_____

_____

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CAMPUS PARK ACTIVATION PROJECT, SPECIFICATION NO. PW 20-95.

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

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

_____

_____

(Name and address of Surety)

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

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

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

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

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

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

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

Dated: _____

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

Notes: This Bond must be executed and dated by all parties, 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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FILIPPIN ENGINEERING, Inc.

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Filippin Engineering, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is entered into as a result of the Caltrans Cycle 2 Clean California Local Grant Program (SPP) Restricted Grant Agreement CCL-5129-112 ("RGA") entered into between the City and the Department of Transportation (Caltrans) attached to this Agreement as Exhibit D and incorporated herein by this reference for the Campus Park Activation Project; and

WHEREAS, per item 26c. in the RGA, Consultant shall adhere to any and all sections, items, attachments, and amendments of the RGA in additional to the terms of this Agreement and Exhibit E (grant funding requirements); and

WHEREAS, this Agreement is entered into as a result of the Outdoor Recreation Legacy Partnership Grant C8970014 attached to this Agreement as Exhibit F and incorporated herein by this reference for the Campus Park Activation Project; and

WHEREAS, this Agreement is entered into as a result of the Statewide Park Development and Revitalization Program (SPP) Grant C9801019 and Urban Greening Grant Program attached to this Agreement as Exhibit G and G-1 incorporated herein by this reference for the Campus Park Activation Project; and

WHEREAS, in the event of any conflict between the terms of this Agreement and Exhibits D, E, F, G, and E and any attachments, or amendments thereto, the terms of the RGA (exhibit D), and grant funding requirements (exhibit E) shall control, Outdoor Recreation Legacy Partnership Grant (exhibit F), Statewide Park Development and Revitalization Program Grant (exhibit G), Urban Greening Grant Program (exhibit G-1), and grant funding requirements (exhibit E) shall control; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide construction management, inspection, monitoring, and grant administration services for the Campus Park Activation Project on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. **SUMMARY DESCRIPTION OF SERVICES.**

   This agreement is for construction management, inspection, monitoring, and grant administration services for the Campus Park Activation Project.

3. **PARTIES.**

   City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030.

   Filippin Engineering, Inc., a corporation of the State of California, located at 354 South Fairview Avenue, Suite D, Goleta, California 93117

4. **TERM OF AGREEMENT:** From: May 17, 2026 To: May 16, 2028

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (3) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
   C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
   D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,780,217.00.

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A:	Scope of Services
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D:	(RGA) Caltrans Cycle 2 Clean California Local Grant Program
Exhibit E:	Federal & State Funding Requirements – Caltrans Projects
Exhibit F:	Outdoor Recreation Legacy Partnership Grant
Exhibit F-1:	Federal Grants Requirement Rider
Exhibit F-2:	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
Exhibit F-3:	Byrd Anti-Lobying Certification
Exhibit G:	Statewide Park Development and Revitalization Program Grant
Exhibit G-1:	Urban Greening Grant Program
Exhibit H:	Living Wage Policy
Exhibit I:	Prevailing Wage Policy
Exhibit J:	Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Morgan Kessler Title: City Engineer Phone: 805-385-7820 Email: morgan.kessler@oxnard.org Address: 305 West Third Street, East Wing, Second Floor Oxnard, California 93030	Name: Gino Filippin Title: President Phone: 805-729-0041 Email: gino@fecivil.com Address: 950 County Square Drive, Suite 110, Ventura, California 93003

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
    B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
    C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. **PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwengineeringap@oxnard.org**.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant,

Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **GRANT FUNDING REQUIREMENTS.** The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part with the following State and Federal grant funds:

a. Restricted Grant Agreement between the City of Oxnard and the California Department of Transportation. A Federal & State Funding Requirements Addendum for CalTrans Projects is attached in its entirety as Exhibit E and incorporated herein by this reference. Consultant herein agrees to and shall comply with all requirements and provisions of Exhibit E. To the extent there is a conflict in the terms of this Agreement and the terms in Exhibit E, the terms in Exhibit E shall control. Consultant shall comply with all requirements and provisions of Exhibit E.

b. Federal Assistance under the RGA Caltrans Cycle 2 Clean California Local Grant Program and the Outdoor Recreation Legacy Partnership Grant attached in their entirety as Exhibits D and Exhibit F and incorporated herein by this reference. A Federal Grants Requirements Rider is attached hereto as Exhibit F-1 and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit F-1.

c. State Assistance under the Statewide Park Development and Revitalization Program Grand and the Urban Greening Grant Program attached in their entirety as Exhibit G and Exhibit G-1 and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit G that apply to the Consultant.

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
(1) Has thoroughly reviewed and considered the services and work to be performed; and
(2) Has reviewed the issues regarding the Scope of Services to be provided; and
(3) Has carefully considered how the services and related work should be performed; and
(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the

same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are

incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit H” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five

thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "I" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit J.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel,

salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☒Luis A. Mc Arthur, Mayor[1] Date
☐Libertad Macias, Purchasing Manager[2]

FILIPPIN ENGINEERING, INC.

Gino Filippin, President Date

Paul Henderson, Vice President[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.
[2] The Purchasing Agent may execute any authorized agreement up to $220,000.
[3] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Jennie Ibanez / 805-200-5413 / jennie.ibanez@oxnard.org

Licensing and Certification Requirements:

International Code Council (ICC) certification

General Description

The Consultant will provide comprehensive construction management, inspection/monitoring, coordination, and grant administration services for the Campus Park Activation Project at 401 South H Street in Oxnard, California. Acting as an extension of City staff and the City's representative, the Consultant will support all phases of construction, including pre-construction activities, constructability review, permitting and utility coordination, scheduling oversight, field inspection, and materials testing management.

The Consultant will be responsible for tracking the schedule and budget, managing RFIs and submittals, reviewing pay applications and change orders, and preparing all required documentation. Additional responsibilities include labor compliance, cultural resource coordination, public outreach, and project closeout. The Consultant will coordinate closely with the Contractor, stakeholders, and funding agencies to ensure the project is completed safely, efficiently, on time, within budget, and in full compliance with approved plans, specifications, regulatory requirements, grant conditions, and the City's project objectives.

The Scope of Services includes, but is not limited to, the following tasks:

Task 1: Construction Management, Administration & Coordination

The CM shall provide a Resident Engineer (RE) to provide construction administration and direct contractor activities whenever the contractor is working on-site. If the RE meets the certification requirements for the specialty inspectors, the RE may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks.

The RE shall be certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CM shall assume that the RE shall be dedicated full-time for the duration of the project. The Construction Administration tasks are described below.

1.1 Serve as the City's primary representative for day-to-day construction coordination

1.2 Prepare a Construction Management Plan utilizing the final conformed contract documents that will include the following elements:

- Organization Chart
- CM Project Team and description of duties and responsibilities
- Safety Compliance
- Claims avoidance strategy
- Special inspection requirements
- Inspection Procedures
- List of all tests required for the project
- Material testing locations
- Document Management System
- Field Office Location
- Project Close out process

1.3 Establish and maintain clear communication lines among the City, the Contractor, stakeholders, and relevant regulatory agencies.

1.4 Develop, maintain, and regularly update an overall construction management plan outlining process, workflows, communication protocols, and reporting procedures

1.5 Prepare, Attend and Facilitate all project meetings, including:

- Project Kick-Off Meeting
- Pre-Construction meeting
- Weekly Construction Meetings
- Coordination meetings with City departments to maintain alignment on scope, schedule, and responsibilities
- Special meetings as requested by the City

1.6 Maintain detailed meeting agendas, sign-in sheets, and record accurate meeting minutes, including action items and responsible parties, and follow-up tracking to ensure accountability and traceability.

1.7 Review the Contractor's baseline schedule, schedule updates, phasing plans, staging plans, and critical path activities; provide recommendations to City staff.

1.8 Track and report on schedule performance, anticipated delays, and mitigation strategies or adjustments to keep the project on track.

1.9 Monthly Invoicing

- CM shall submit invoices monthly with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to pwengineeringap@oxnard.org

1.10 Confirm compliance with all grant-related milestone requirements.

1.11 Consultant shall provide qualified, appropriately certified staff, including Resident Engineer, inspectors, and support staff, to meet project demands

Task 2: Pre-Construction Services

2.1 Constructability Review

- Perform a Constructability Review of the plans, specifications, and estimate (PS&E) package.
- Provide a list of comments, concerns, conflicts, and latent liabilities in the design package.
- Review the reasonableness of the proposed work sequence, scheduling, and lead times for materials and equipment.
- Provide recommendations for any PS&E amendments, additional plan preparation, and/or detailing warranted by the review.
- Meet with City and design team to review comments and recommendations, and follow up on the amended PS&E package.

2.2 Site Conditions Review

- Visit the project site to review existing conditions against plans and proposed design.
- Document existing site conditions through comprehensive photos, videos, and drone footage capturing all surrounding features, access points, landscaping, and improvements. These records will be time-stamped, stored, and shared with the City and Contractor to provide a clear baseline and resolve any future damage or responsibility disputes.
- Identify existing features missing from plans that may impact construction.

- Review work sequence, staging areas, vehicle, and pedestrian access points into and through the site. It is crucial to be aware that other contractors may be in the area. Coordinate activities with other onsite contractors.
- Flag conflicts or inconsistencies that are not adequately addressed in plans.

2.3 Pre-Construction Conference

- Prepare the agenda, materials, and presentation for the pre-construction meeting
- Organize and host the pre-construction conference with the City, design team, and contractor to introduce the team and discuss roles and responsibilities, communication protocols, etc.
- Review the status of any permits and identify responsible parties for completing them. The CM shall ensure work doesn't commence until the contractor has obtained all required permits.
- Discuss procedures for obtaining temporary facilities, submittal workflows, temporary plant shutdowns, work hours, and utility agency and public noticing procedures.
- Review environmental mitigation, monitoring, and reporting requirements.

2.4 Permit Management

- Develop a permit tracking and organization system to identify all necessary permitting requirements, individual forms, and application materials.
- Establish permitting critical path and schedule. Manage and update throughout pre-con and construction phases.
- Track permit submission dates, approvals, conditions, and expiration dates.
- Identify permit-related requirements that must be integrated into the construction schedule and daily field operations.

2.5 Utility Coordination

- Identify all utility owners and maintain updated contact lists.
- Confirm the status of utility design, relocations, and protection plans.
- Coordinate joint site meetings with utility companies and City staff.
- Track utility provider commitments, timelines, and impacts to construction sequencing.
- Provide utility coordination updates as part of pre-construction reporting.

2.6 Baseline Documentation

- Baseline schedule tracking tools
- Submittal logs, RFI logs, testing logs, and change order logs
- Reporting Templates (daily, weekly, monthly, and grant reports)
- QA/QC documentation framework.
- Pre-construction conference
- Notice to Proceed for the Contractor
- Proposed submittal list
- Pre-construction meeting minutes
- Pre-construction condition documentation

Task 3: Construction Services

3.1 Field Inspection & Monitoring
The consultant shall provide full-time or task-based inspection services, as required by the City, to:

- Monitor construction activities for compliance with plans, specifications, permits, environmental commitments, and applicable codes.
- Provide daily inspections, special inspections as required, and specialty discipline inspections (civil, structural, electrical,
- irrigation, landscaping, utilities, signage, etc.)
- Maintain a detailed daily report documenting:

  - Labor, equipment, and materials on site
  - Weather conditions
  - Work performed and locations
  - Safety concerns and incidents
  - Progress photos
  - Any observed deviations or issues

- Verify Contractor compliance with the project's environmental permits and conditions (CEQA, stormwater, dust control, tree protection, wildlife, etc.)
- Track environmental and cultural monitoring compliance
- Coordinate and oversee all required materials testing and geotechnical investigations; ensure timely submittal of test results and certifications.
- Confirm Contractor adherence to safety requirements and notify the City of violations or hazards.

3.2 Material Testing Services

- Develop material testing and inspection schedules required for the project.
- Provide professional services for material testing, geotechnical, and related special inspections.
- Inspectors shall be certified for the relevant discipline being inspected.
- Procure and oversee qualified third-party testing labs.
- Maintain a testing log including pass/fail results and retests
- Notify the City of deficiencies and assist in correction plans
- Laboratory Reports
- Material Testing Summary

3.3 Funding Support

- This project is funded through a combination of state and federal grant programs, including the Statewide Park Development and Revitalization Program (SPP) Grant, the Caltrans Cycle 2 Clean California Local Grant Program (CCLGP), the Urban Greening Grant Program, and the federal Outdoor Recreation Legacy Partnership (ORLP) Grant. All work associated with this contract must comply with the requirements, standards, and conditions established by each of these funding sources
- Provide staff that is experienced and knowledgeable with the various policies and procedures to assist with reporting and reimbursement requirements

3.4 Construction Observation and Oversight

- Provide a full-time construction manager to handle day-to-day coordination and communication as a representative of the City with the City Project Manager, design team, inspectors, and contractor throughout construction.
- A full-time inspector must be present on-site during daily construction activities, or as required by the City.
- Monitor and inspect the contractor's daily progress for consistency with the Contract Documents and other project requirements.
- Provide daily and weekly progress reports on work completed.
- Provide monthly construction progress reports
- Provide video recording of existing site conditions prior to the start of any construction.
- Provide progress photos and/or video recordings of the project on a regular basis.

3.5 Quality Assurance/Quality Control (QA/QC)

- Provide a written QA/QC Plan for the CM's work products.
- Coordinate with all inspectors and/or testing facilities prior to construction and establish procedures for review and acceptance.
- Establish inspections/testing checklists based on the project scope and schedule.
- Verify that all reviews, certifications, inspections, and testing are performed in accordance with plans and specifications.
- Schedule inspections and tracking of completed and passed/failed inspections.
- The CM is responsible for verifying that the contractor is complying with their QA/QC Plan.

3.6 Design Clarification / RFI Management / Submittals

- Develop and maintain submittal, shop drawing, and Request for Information (RFI) logs.
- Coordinate and track responses from the Project team.
- Follow through on any design modifications that impact contract scope and schedule.
- Coordinate and confirm redline changes/modifications with contractor, designer, and the City on a monthly basis.
- Consultant shall evaluate requests for material and equipment substitutions and changes (RFC's) based on compliance with the contract specifications and taking into account the impacts to cost and schedule.

3.7 Schedule Management

- Monitor the construction schedule provided by the contractor including ongoing updates and 3-week look-ahead schedules.
- Request updates as appropriate, track delays and accelerations based on actual contractor operations
- Track schedule slippage and meet with City and contractor to discuss options for mitigation, including acceleration and re-sequencing work to make up for lost time.
- Review the baseline schedule and progress schedules.

3.8 Cost Management

- Produce monthly cost reports to monitor the current and projected final costs of the project.
- Prepare cash flow projections as needed.

- Document information related to manpower, equipment, and time applied to work and added scope items.
- Maintain project cost flow within the budget, including agreements, deadlines, quarterly or other reporting requirements, and reimbursement invoices. If requested, be able to draft such documents on behalf of the City.
- Progress Payment Review-Consultant shall review and approve monthly contractor invoices, verify compliance with all terms and conditions of the contract, and make payment recommendations, ensuring the contractor's payment request does not represent more than the amount for work performed on a monthly basis.

3.9 Contract Modifications and Change Orders

- Review change order requests and make recommendations to the City on whether they are legitimate.
- Provide cost estimates when needed for change order proposal negotiations.
- Support the City in any discussions/disputes with the contractor regarding change orders.
- Review design changes and coordinate with City and/or design team on preparation of Engineering Estimates for each change. Study alternatives and make recommendations where multiple design options are available.
- Maintain a change order log reflecting the status of each change and the total costs of changes.

Task 4: Native American/Cultural Resource Monitoring Coordination

The Construction Management (CM) Firm shall coordinate and support Native American monitoring services for the Campus Park Activation Project in compliance with all applicable federal, state, and local regulations, including the California Environmental Quality Act (CEQA), project environmental clearance documents, mitigation measures, and City requirements.

Services shall include, but are not limited to, the following:

4.1 Coordinate and Pre-Construction Activities

- Review all applicable environmental documents, mitigation measures, and conditions of approval related to cultural and tribal resources.
- Coordinate with the City to identify the appropriate Native American monitor(s) and/or Tribal representatives, consistent with project approvals and consultation outcomes.

- Facilitate communication between the City, Native American monitor(s), environmental consultants, and construction contractors.
- Ensure Native American monitoring requirements are clearly communicated to contractors during pre-construction meetings

4.2 Construction-Phase Monitoring Support

- Coordinate the scheduling and on-site presence of Native American monitor(s) during ground-disturbing activities, including but not limited to grading, trenching, excavation, and utility installation.
- Ensure that construction activities comply with approved monitoring protocols and that monitors are provided adequate access to observe work.
- Assist the City in addressing field conditions or construction sequencing changes that may affect monitoring requirements.

4.3 Discovery Procedures and Compliance

- Support implementation of discovery protocols in the event of identification of potential tribal cultural resources, artifacts, or human remains, in accordance with CEQA, State law, and project-specific mitigation measures.
- Coordinate immediate notification of the City, Native American monitor(s), project archaeologist (if applicable), and other required parties upon discovery.
- Assist in implementing work stoppages, protective measures, evaluation procedures, and treatment recommendations as directed by qualified professionals and regulatory requirements.
- Coordinate resumption of work following clearance from the appropriate authorities.

4.4 Closeout Support

- Assist the City in ensuring that all Native American monitoring requirements have been satisfied prior to project completion
- Coordinate receipt of final monitoring reports or documentation required for project closeout and grant compliance.

Task 5: Grant Administration

This project is funded through a combination of state and federal grant programs, including the Statewide Park Development and Revitalization Program (SPP) Grant, the Caltrans Cycle 2 Clean California Local Grant Program (CCLGP), the Urban Greening Grant Program, and the federal Outdoor Recreation Legacy Partnership (ORLP) Grant.

5.1 Grant Compliance and Coordination

- Review and become thoroughly familiar with all grant agreements, funding guidelines, special conditions, and compliance requirements applicable to the Campus Park Activation Project.
- Participate in project meetings as needed to address grant-related topics and provide updates to the City.
- Maintain clear and consistent communication with City staff regarding grant status, risks, and compliance issues.
- Coordinate grant administration activities with other construction management, inspection, and monitoring services to ensure seamless project delivery.
- Monitor project activities to ensure ongoing compliance with grant requirements, including eligible costs, timelines, reporting milestones, and documentation standards.
- Coordinate with City staff, funding agencies, consultants, and contractors to address grant- related requirements and resolve compliance issues in a timely manner.
- Assist the city in responding to grantor inquiries, requests for information, audits, or site visits.

5.2 Grant Tracking and Financial Documentation

- Track grant-eligible construction activities, costs, and milestones to ensure accurate alignment with approved grant budgets and scopes
- Assist the City in maintaining organized grant files, including contracts, amendments, change orders, pay applications, certified payrolls (as applicable), and supporting documentation
- Review contractor payment requests and change orders for grant eligibility and compliance prior to submission for reimbursement.
- Support reconciliation of project costs to grant budgets and funding allocations
- Prepare, review, and/or assist the City with grant reimbursement requests, progress reports, and supporting documentation in accordance with grantor requirements and deadlines.
- Verify quantities, work completion, and documentation required

to support reimbursement claims.
- Track reimbursement status and assist in resolving discrepancies or deficiencies identified by funding agencies.
- Provide periodic summaries to the City on grant status, reimbursement progress, and upcoming reporting deadlines.

5.3 Schedule and Milestone Management

- Monitor construction schedules to ensure grant-funded milestones and deadlines are met.
- Identify potential schedule risks that could impact grant compliance or funding eligibility and proactively recommend corrective actions.
- Assist the City in preparing and submitting schedule updates or extension requests to grant agencies, if necessary

5.4 Labor Compliance and Regulatory Documentation (as applicable)

- Support grant-related labor compliance requirements, including prevailing wage, certified payroll, and contractor documentation, as required by funding sources.
- Coordinate with inspection and monitoring staff to ensure documentation aligns with grant and regulatory requirements.
- Maintain audit-ready labor documentation throughout construction

5.5 Grant Closeout Support

- Assist the City with grant closeout activities upon completion of construction, including preparation of final reports, final reimbursement requests, and required certifications.
- Verify that all grant-funded work has been completed, documented, and accepted in accordance with grant requirements.
- Support responses to post-construction audits or follow-up requests from funding agencies.
- A complete, organized grant closeout package will be assembled for City retention and future audits.

5.6 Grant Administration Deliverables

- Compliance and Coordination
    - Grant compliance matrix
    - Funding agency communication log
    - Updated grant requirements summary
- Financial Documentation
    - Eligible cost tracking spreadsheet
    - Quantity verification logs
    - Reimbursement request packages
    - Monthly grant cost summaries
- Schedule and Milestones
    - Grant milestone tracking sheet
    - Updated schedule with milestone overlays
    - Notices of risk and corrective action recommendations
- Labor Compliance (as applicable)
    - Certified payroll logs
    - Prevailing wage verification records
    - Labor compliance checklists
    - Documentation for audit readiness
- Closeout Deliverables
    - Final financial reconciliation report
    - Grant closeout submittal package
    - Certifications and compliance statements
    - Organized archive of all grant-related documentation

Task 6: Labor Compliance Monitoring

The Construction Management (CM) Form shall provide full labor compliance administration and monitoring services for the Campus Park Activation project, which is funded through a combination of state and federal grant programs, including:

- Statewide Park Development and Revitalization Program (SPP) Grant
- Caltrans Cycle 2 Clean California Local Grant Program (CCLGP)
- Urban Greening Grant Program
- Federal Outdoor Recreation Legacy Partnership (ORLP) Grant

All work associated with this contract must comply with the requirements, standards, and conditions established by each funding source. The Consultant shall ensure compliance by all contractors and subcontractors throughout the life of the project. The Consultant shall monitor and enforce compliance with all applicable labor laws and grant requirements, including but not limited to:

- California Labor Code and Public Works requirements
- Department of Industrial Relations (DIR) registration and reporting
- California prevailing wage determinations
- Apprentice utilization and reporting requirements
- Federal Davis-Bacon and Related Acts (DBRA), as applicable to ORLP funding
- Contract Work Hours and Safety Standards Act (CWHSSA), as applicable
- Funding agency labor compliance provisions and special conditions
- Project-specific labor compliance requirements

Where both state and federal requirements apply, the Consultant shall ensure compliance with the more stringent standard.

6.1 Pre-Construction Services

- Review bid documents, construction contracts, and grant agreements to confirm labor compliance requirements
- Assist the City in developing project-specific labor compliance procedures consistent with state and federal funding requirements
- Prepare and distribute labor compliance informational materials to contractors and subcontractors
- Conduct pre-construction and pre-job conferences addressing prevailing wage, certified payroll, apprentice requirements, and grant conditions
- Coordinate with the City to ensure alignment with funding agency labor compliance expectations

6.2 Construction Phase Monitoring and Enforcement

- Collect, review, and approve certified payroll records in compliance with state and federal requirements
- Verify proper wage classifications, fringe benefits, and overtime
- Monitor apprentice employment, ratios, and training contributions
- Conduct on-site worker interviews and labor compliance audits
- Identify, document, and report labor compliance violations
- Coordinate with contractors to resolve discrepancies and implement corrective actions
- Maintain secure and auditable labor compliance records

6.3 Reporting and Grant Coordination

- Prepare regular labor compliance status reports for the City
- Provide labor compliance documentation required by SPP, CCLGP, Urban Greening, and ORLP grant administrators
- Assist with responses to funding agency, state, or federal audits and monitoring visits
- Coordinate with City staff regarding withholding recommendations, restitution, and violation resolution
- Support the City in maintaining ongoing grant compliance

6.4 Project Closeout

- Verify final payroll compliance and resolution of all labor violations
- Prepare final labor compliance certification and closeout documentation
- Assist the City with final grant reporting and post-construction audits
- Archive labor compliance records in accordance with grant retention requirements.

6.5 Labor Compliance Deliverables

- Complete set of certified payroll hard copies, on-site interviews, and written evidence of apprentices.
- Complete list of outstanding documentation and written evidence of notifications and sanctions against the Contractor.

Task 7: Public Outreach/ Public Relations

The Construction Management (CM) Firm shall develop and implement a comprehensive outreach and communications program for the Campus Park Activation Project, funded through SPP, CCLGP, Urban Greening, and ORLP grants. Outreach activities shall comply with all applicable state and federal grant requirements, including public engagement, equity, environmental justice, and acknowledgment provisions. Assist with final public messaging and organize all outreach records into a documentation package for grant compliance and City retention.

7.1 Outreach Strategy and Grant Compliance

- Develop a Public Outreach and Communications Plan consistent with funding agency requirements
- Incorporate equity-focused outreach strategies aligned with SPP and ORLP objectives
- Identify key stakeholders, including residents, community organizations, advocacy groups, and impacted populations

- Ensure compliance with grant-specific outreach, signage, branding, and acknowledgment requirements
- Coordinate all messaging with the City and project team

7.2 Public Relations and Communications

- Draft and distribute press releases, fact sheets, and project updates
- Coordinate media outreach and respond to inquiries in consultation with the City
- Develop and manage project-related digital content, as applicable
- Prepare construction notifications, signage, flyers, and mailers to ensure stakeholders and project partners understand project scope, benefits, and upcoming construction activity
- Ensure proper acknowledgment of funding sources in all public-facing materials
- Organize and coordinate Groundbreaking Ceremony in collaboration with City stakeholders and project partners

7.3 Construction Phase Outreach and Coordination

- Provide advance notice of construction schedules, detours, and potential impacts
- Coordinate with contractors and City staff on construction-related messaging
- Serve as a liaison between the community and the project team
- Track, respond to, and document public inquiries and complaints

7.4 Reporting and Documentation

- Prepare regular outreach activity reports
- Maintain records of meetings, communications, and outreach materials
- Provide documentation required for state and federal grant reporting
- Evaluate outreach effectiveness and recommend adjustments

7.5 Project Closeout

- Support project opening events and media announcements
- Organize and coordinate the ribbon cutting and park opening ceremony in collaboration with the City and project partners
- Prepare final outreach and public engagement summary reports
- Archive outreach materials and documentation in accordance with grant retention requirements

Task 8: Post-Construction Services

The Consultant will assist the City in final project completion by managing punchlist items, coordinating fixes, and ensuring everything is resolved before acceptance. The Consultant will also organize all closeout documents (such as as-built drawings, warranties, and records) into a complete package, and help resolve any remaining disputes or cost issues. Overall, this ensures a smooth, compliant, and well-documented project closeout.

8.1 Punchlist and Project Acceptance

- Organize and conduct inspections to document that work is complete and conforms to the project plans/design.
- Prepare and update punch lists as work is completed during each inspection.
- Two levels of project completion: Substantial Completion when work or a portion of work is sufficiently complete that the plant may utilize it; or Final Completion – acceptance by the City that the project is completed in full.

8.2 Closeout Records and As-Builts

- Coordinate and transfer contractor markups to the design team for preparation of As-Built drawings.
- Review and coordinate any deviations or discrepancies in As-Builts.
- Compile final plans, reports, test results, correspondence, change orders, RFIs, submittals, warranties, project photos, etc., for the completed project and furnish digital copies to the City.

8.3 Construction Disputes and Claims

- Review contract amendments, claims, and project accounting and approve final payment made to the contractor with physical closeout.
- Provide support to City staff to resolve any disputes with the contractor and/or design team regarding outstanding charges.

8.4 Post-Construction Phase Scope and Deliverables

- Final inspection and punchlist
- Compilation of as-built information (redlines) from Consultant and Contractor markups to submit to the Engineer of Record
- Electronic copy of all project files in Caltrans standard recordkeeping guidelines

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

SCHEDULE OF COMPENSATION

COST PROPOSAL		
TASK	**DESCRIPTION**	**ESTIMATED FEE**
1.0	CM, ADMIN & COORDINATION	$90,607.00
2.0	PRECONSTRUCTION SERVICES	$25,210.00
3.0	CONSTRUCTION SERVICES (317 WD's)	$1,052,889.00
4.0	NATIVE AMERICAN MONITORING (317 WD's) – R INDIGENOUS CONSULTANTS – TRIBAL MONITORING	$17,754.00
5.0	GRANT ADMINISTRATION	$52,073.00
6.0	LABOR COMPLIANCE MONITORING	$48,991.00
7.0	PUBLIC OUTREACH / PUBLIC RELATIONS (317 WD's) – OXNARD PAC	$27,200.00
8.0	POST CONSTRUCTION SERVICES	$21,072.00
	FE's Consultant Team:	
	NV5 – Material Testing – Special Inspections (Compaction, Welding, Lab Testing)	$285,721.00
	Oxnard PAC – Community Outreach	$80,000.00
	BSAFE Playground Inspection Services (Certified Playground Safety Inspection)	$3,700.00
	R. Indigenous, LLC – Tribal Monitoring – Chumash Resources	$75,000.00

CAMPUS PARK ACTIVATION PROJECT BILLING RATES EFFECTIVE UNTIL THE COMPLETION OF THE PROJECT				
Engineering			Construction Management	
Engineering Technician	$139.00		Assistant Construction Manager	$216.00
Senior Engineering Technician	$155.00		Associate Construction Manager	$221.00
Junior Engineer	$199.00		Senior Construction Manager	$233.00
Assistant Engineer	$216.00		Principal Construction Manager	$265.00
Associate Engineer	$221.00		Senior Construction Inspector (PW)	$199.00
Senior Engineer	$233.00		Senior Construction Inspector II (PW)	$205.00
Principal Engineer	$265.00		Chief Inspector/Owner's Rep (PW)	$210.00
General			**Markup**	
Technical/Clerical Support	$133.00		Sub-Consultant	0%
Public Outreach Specialist	$139.00		Reimbursable Expenses	0%
Office Engineer	$150.00		Outside Consultant	0%
Billing Support	$155.00			
IT Manager	$161.00			
Senior Program Manager	$233.00			
Notes:				
1-Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs				
2-On prevailing wage assignments, overtime rates for construction inspection = 1.5 X regular rate. Double time rates = 2.0 X regular rates. Overtime will not be performed unless authorized in writing by the City. Overtime is incurred as defined on the prevailing wage determination for a construction inspector				
3-Prevailing Wage rate increases are calculated at an increase of a proportionate percentage from Determination SC-23-63-2-22-1D for Building/Construction Inspector and Field Soils and Material Tester, these may be higher than Note 3 and are required by the DIR.				
4-Expert Witness services are 2 X the applicable classification rate				

FILIPPIN ENGINEERING COST PROPOSAL - CAMPUS PARK ACTIVATION PROJECT							
NOTES: Negotiated Update 2/20/26		FILIPPIN ENGINEERING - KEY PERSONEL					
1.0	Based on a Total of 317 Working Days.	**Brad Starr, PE, CFM**	**Gianna Pourarien**	**Cory Crocker**	**City Inspector**	**Cheril Magallanes**	**Task Hours**
2.0	Est. NTP = 5/1/2026	Principal CM	Senior Construction Manager	Sr. Construction Inspector		Office Engineer	
3.0	Est. CCD = 8/12/27		Construction Manager			Labor Compliance / WSWD's	
TASK 1.0 - CM, ADMIN & COORDINATION							
1.1 Construction Coordination - Included in Task 3							
1.2 Construction Management Plan Development		16	16				
1.3 Communication - City, Stakeholders, Regulatory, and Contractor							
1.4 Construction Management Plan Updates		0					
1.5 Project Meetings							
A.	Project Kick-Off Meeting	8	8	8			
B.	Pre-Construction Meeting	2	2				
C.	Weekly Construction Meeting	16	67	0	34		
D.	Coordination Meetings - City	17	17				
E.	Special Meetings - City	17	17				
1.6 Meeting Agenda and Follow-Up		16	67				
1.7 Baseline Schedule Review		8	16				
1.8 Tracking Schedule and Reporting		0	32				
1.9 Monthly Invoicing		8	17				
Task 1 - Total Hours		**108**	**259**	**8**	**34**	**0**	**409**
TASK 2.0 - PRECONSTRUCTION SERVICES							
2.1 Constructability Review		0	0	0			
2.2 Site Conditions Review		12	12	8			
2.3 Preconstruction Conference		8	16	8			
2.4 Permit Management		8	16				
2.5 Utility Coordination		2	8				
2.6 Baseline Documentation		0	8				

Task 2 - Total Hours	**30**	**60**	**16**	**0**	**0**	**106**
TASK 3 - CONSTRUCTION SERVICES (317 WD's)						
3.1 Field Inspection			2536	1268		
3.2 Material Testing - NV5						
3.3 Funding Support	17	17			17	
3.4 CM Construction Observation and Oversight	67	610				
3.5 Quality Assurance / Quality Control (Added to Section 3.4)	0					
3.6 Design Clarification / RF / Submittals (16 hr. week for CM)	67	1014				
3.7 Schedule Management	0	67				
3.8 Cost Management - Monthly Report	0	67				
3.9 Change Order Management	67	254				
Task 3 - Total Hours	**218**	**2029**	**2536**	**1268**	**17**	**6068**
TASK 4 - NATIVE AMERICAN MONITORING (317 WD's) - R INDIGINOUS CONSULTANTS - TRIBAL MONITORING						
4.1 Coordination and Pre-Construction Activities	0	8				
4.2 Construction Phase Monitoring Support	0	17				
4.3 Discovery Procedures and Compliance	0	17				
4.4 Closeout Support	16	16				
Task 4 - Total Hours	**16**	**58**	**0**	**0**	**0**	**74**
TASK 5 - GRANT ADMINISTRATION (City Function - FE has a Support Function)						
5.1 Grant Compliance Coordination (City Main Function/FE Support)	17	34			34	
5.2 Grant Tracking and Financial Documents	17	17				
5.3 Schedule and Milestone Management	17	17				
5.4 Labor Compliance and Regulatory Documentation					67	
5.5 Grant Closeout Support	16	16				
Task 5 - Total Hours	**67**	**84**	**0**	**0**	**101**	**252**
TASK 6 - LABOR COMPLIANCE MONITORING						
6.1 Pre-Construction Services	2				8	
6.2 Construction Phase Monitoring/Enforcement					201	
6.3 Reporting and Grant Coordination		67				
6.4 Project Closeout					16	

Task 6 - Total Hours		**2**	**67**	**0**	**0**	**225**	**294**
TASK 7 - PUBLIC OUTREACH / PUBLIC RELATIONS (317 WD's) - Oxnard PAC							
7.1 Outreach Strategy and Public Relations		17	17				
7.2 Public Relations and Communications							
7.3 Construction Phase Outreach and Coordination							
7.4 Reporting and Documentation			34				
7.5 Project Closeout		8	16			34	
Task 7 - Total Hours		**25**	**67**	**0**	**0**	**34**	**126**
TASK 8 - POST CONSTRUCTION SERVICES							
3.1B As-Builts - Final Red-Line Record Drawings		8	16	24	8	0	
3.2B Final Report		16	16				
3.3B Project Records Download to District						16	
Task 8 - Total Hours		**24**	**32**	**24**	**8**	**16**	**104**
PROJECT TOTAL HOURS		490	2656	2584	0	393	
	Hourly Rate	$ 265.00	$ 233.00	$ 205.00	$ -	$ 146.00	
	FE Labor Subtotal Cost	$ 129,850.00	$ 618,848.00	$ 529,720.00	$ -	$ 57,378.00	$ 1,335,796.00
	FE Consultant Team:						
	NV5 - Material Testing - Special Inspections (Lab, Materials, Welding)						$ 285,721.00
	Oxnard PAC - Community Outreach						$ 80,000.00
	BSAFE Playground Inspection Services (Certified Safety Inspection)						$ 3,700.00
	R Indigenous, LLC - Tribal Monitoring - Chumash Resources						$ 75,000.00
TOTAL NOT TO EXCEED COST $1,780,217.00							

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

(PLEASE SEE NEXT PAGES)

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

RESTRICTED GRANT AGREEMENT

(PLEASE SEE NEXT PAGES)

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on September 15, 2023, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Campus Park Enhancement Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** agrees that it is not requesting an advance payment, and that it may not hereafter request an advance payment.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2023/24	$3,534,000.00
Cash Local Match	Agency Provided	$442,000.00
Value of Third-Party In-Kind Contributions	Agency Provided	$0.00
Total of Local Funds	Agency Provided	$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Participating Costs	**$3,976,000.00**
	Total Non-Participating Costs	**$0.00**
	Total Project Costs	**$3,976,000.00**
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee	Jennie Yee	2/13/2024	$3,534,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
9. Notification of Parties
   a. **AGENCY's** Project Manager for Project is Eric Humel, (805) 271-2231.
   b. **CALTRANS'** District Grant Manager is Tammi Altamirano, (213) 266-3601. "District Grant Manager" as used herein includes his/her designee.
   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Oxnard
Attention: Eric Humel, Grants Coordinator
Phone Number: 805.271.2231
Email: eric.humel@oxnard.org
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030

California Department of Transportation
District 7/Division of Local Assistance
Attention: Tammi Altamirano, Clean California Local Grant Manager
Phone Number: (213) 266-3601
Email: tammi.altamirano@dot.ca.gov
100 South Main Street
Los Angeles, California 90012

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on September 15, 2023, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS District Grant Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$3,534,000.00**.

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Grant Manager** at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other

party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of

Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager, as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall be complete with all of the following sections in the invoice completed:

   1) Section 1: Invoice

   2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs

   3) Section 3: Billing Summary

   4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually

received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) 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 and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

a. Neither **CALTRANS** 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 **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' 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, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis 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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its

agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior

written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14b, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.
2) The person's or organization's policy of maintaining a Drug-Free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
   1) Will receive a copy of the company's Drug-Free policy statement.
   2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
   1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
   2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
   3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
   4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
   5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
   6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns

(including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this

RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
    i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
    ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its

contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

    It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

    a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

       CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

    b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

    c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character

establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF OXNARD**
By: Gretchen Chavez	By:
Printed Name: Gretchen Chavez	Printed Name: Alexander Nguyen
Title: Office Chief Office of Innovative Programs Division of Local Assistance	Title: City Manager
Date: 2/20/24	Date: 2/20/2024
	By:
	Printed Name:
	Title:
	Date:

Clean California Local Grant Program (State)

Amendment to Restricted Grant Agreement

Amendment Number __1__ ("Amendment")

This Amendment will commence on July 29, 2025, or upon approval by the Department of Transportation (**CALTRANS**), whichever occurs later, and it amends the Restricted Grant Agreement (RGA) executed between the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, and **CALTRANS**, as set forth below:

Background: The **AGENCY** is requesting a time extension to complete the Campus Park Enhancement Project due to delays resulting from revisions to the project design and budget, as well as unforeseen environmental field studies.

The **AGENCY** is approved for a time extension and agrees to complete construction and have all project components open to the public on or before September 30, 2027, and submit all project closeout documents and invoices to **CALTRANS** by February 1, 2028. There will be no additional time allocated for project closeout.

The **AGENCY** understands it is receiving the maximum available time to complete the **PROJECT** and that no further extensions will be granted due to the expiration of program funds. Furthermore, the **AGENCY** understands that failure to meet the deadlines outlined in this amendment may result in loss of funding.

Agreement Section	**Amended Text**
Milestone Schedule, CCLGP Scope, Cost & Schedule Workbook of RGA CCL-5129-112	Project Milestone Schedule is revised as shown in the Project Milestones table below.
RGA CCL-5129-112 This RGA shall expire on December 31, 2026 • Section 10(a) - All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).	This RGA shall expire on **March 31, 2028** • Section 10(a) - **All reimbursable work shall terminate no later than *September 30, 2027*.** Project closeout and final invoicing to **CALTRANS** must be **submitted no later than *February 1, 2028*. Work incurred after *September 30, 2027* will not be reimbursed. Payment may be forfeit for any and all invoicing submitted to CALTRANS after *February 1, 2028*.** Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through *February 1, 2028* (which, in total, shall not exceed 5% of the grant award).

Agreement Section	Amended Text
• Section 15(j) - **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026. • Section 37(c) - Payments shall be forfeit if invoices are submitted after November 1, 2026.	• Section 15(j) - **AGENCY** has until *February 1, 2028* to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by *February 1, 2028*. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than *February 1, 2028*. • Section 37(c) - **Payments may be forfeit if invoices are submitted after *February 1, 2028*.**

Agency's Anticipated Revised Project Milestones:

Project Milestone	Original Milestone Dates	Revised Milestone Dates
End Design Phase	N/A	7/7/2025
Date all permits for the project will be received	N/A	8/4/2025
End Right of Way Phase	N/A	N/A
Begin Construction	5/1/2025	11/23/2025
End Construction Phase (*project is complete and open to the public*) Construction Contract Acceptance Milestone ***Cannot be later than 9/30/2027***	12/1/2025	9/30/2027
Submit All Project Closeout Documents and Invoices (Project Closeout) ***Cannot be later than 2/1/2028***	9/1/2026	2/1/2028

In Witness Whereof, the parties hereto have executed this Amendment Number __1__ to the Restricted Grant Agreement on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF OXNARD**
By: Gretchen Chavez	By:
Printed Name: Gretchen Chavez	Printed Name: Alexander Nguyen
Title: Office Chief Office of Innovative Programs Division of Local Assistance	Title: City Manager
Date: 08/11/2025	Date: 8/06/2025
	By:
	Printed Name:
	Title:
	Date:

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

FEDERAL & STATE FUNDING REQUIREMENTS - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

☒ A. CONSULTANT Services

SEE THE ATTACHED SCOPE OF SERVICES IN EXHIBIT A OF THIS AGREEMENT. WE NEED TO MAKE SURE THE SOS includes the level of detail explained below.

[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

☒ B. Right of Way

- ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
- ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
- ☐ Right of Way parcel maps are to be furnished.

☒ C. Surveys

- ☐ CONSULTANT has the responsibility for performing preliminary or construction surveys.

☒ D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

☒ E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

☒ F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

☒ G. Checking Shop Drawings

This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.

☒ H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

☒ I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

ALL services funded by the RGA Caltrans Cycle 2 Clean Grant must be completed by September 30, 2027, to receive funding from the RGA Caltrans Cycle 2 Clean Grant.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $0.00 per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY approved overhead rate set forth in the approved Cost Proposal. In the event, CITY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by CITY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment

D. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

F. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised

milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

G. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.

H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

I. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

Jennie Ibanez, M.S. – Senior Project Manager
Public Works Department, Engineering
305 West Third Street, East Wing, Second Floor
Oxnard, California 93030

J. The total amount payable by CITY including the fixed fee shall not exceed $0.00.

K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of

these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

B. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

C. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

D. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

E. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined

by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

☒ **Method 2**: No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall 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.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates 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 CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such 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 the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis 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, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because 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. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours'

notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

☒ **DBE GOALS SUSPENDED PURSUANT DLA OFFICE BULLETIN #25-07r#3 TO ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement

and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or,

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur. CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX – INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

Not Applicable to this Professional Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT

(PLEASE SEE NEXT PAGES)

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State of California - Natural Resources Agency

Agreement No. 32600464

Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund
Competitive

GRANTEE City of Oxnard

PROJECT TITLE CAMPUS PARK ACTIVATION SUPPORT PROJECT NUMBER 06-01914

GRANT PERFORMANCE PERIOD is from August 29, 2025 thru August 28, 2030

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the project number indicated above.

PROJECT DESCRIPTION

Create the new 27.3 acre Campus Park in the City of Oxnard. Construct a skate park, a bicycle pump track, a pelota Mixteca court with fencing, a nature-themed playground, a community garden, a pavilion, and a meadow. With walking paths, landscaping, irrigation, benches, tables, and lighting throughout the park.

Total State Grant not to exceed $6,699,404.00 (or 50% of the total project, whichever is less.)

Rate of Reimbursement 50.00%

City of Oxnard
Grantee

By Alexander Nguyen
Signed by:
Typed or printed name of Authorized Representative
Alexander Nguyen
19CE597B9EAB489...
Signature of Authorized Representative

Address alexander.nguyen@oxnard.org

Title City Manager

Date 4/14/2026

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By
DocuSigned by:
AD543D441E654C5...

Date 4/14/2026

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C8970014		0000011778			06-01914
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$6,699,404.00		Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-0890	04	25	2025/26
TOTAL AMOUNT ENCUMBERED TO DATE		Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE
$ $6,699,404.00		37900091	5432000-5432000000	69123	379009101200

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State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

A. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.

B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term “State” as used herein means the State, Territory, or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or

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attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United

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States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

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3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

4.. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

6. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section “Project Termination” of this agreement.

7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project’s compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI’s Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations 36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant

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award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R § 800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. § 1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to asst the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

D. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which

are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

E. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

F. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, 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, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, 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, and 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 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 Section 1352, title 31, U.S. Code. 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.

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

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obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) 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 (1)(b) of this certification; and

(d) 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.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

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

(1) The prospective lower tier participant certifies, by submission of this application 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) 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 to this application.

K. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-inamerica/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

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wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States.

EXHIBIT F-1

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

FEDERAL GRANT REQUIREMENT RIDER

1. Consultant is hereby advised and acknowledges that the Project, and any Agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance Agreement between the U.S. Department of the Treasury ("Treasury") and the City, signed May 11, 2021 (the "CITY Award"). The City Award is attached to this Exhibit D as ATTACHMENT D-1 and is expressly incorporated herein by reference.

2. For purposes of this Section E, the term "Contractor" shall mean and include "Consultant".

3. By submitting a Proposal for the Project, Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any Agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant Agreements making them subject to all of the provisions stipulated herein) for any work or Services relating to the Project.

4. CONSULTANT acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.

5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:

a. The requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

b. Federal regulations specified in the City Award, which include without limitation, the following:

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

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

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

(iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in ATTACHMENT E-2 and comply with all provisions of said certification.

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

(vi) Government wide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.

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

(ix) Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to the Project and CONSULTANT, including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on

the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);

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

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

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

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

d. The Civil Rights Restoration Act of 1987 which require the following assurances:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, Services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, CONSULTANT shall initiate reasonable steps, or comply with the Department of the

Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, Services, and activities. CONSULTANT understands and agrees that meaningful access may entail providing language assistance Services, including oral interpretation and written translation where necessary, to ensure effective communication in the CONSULTANT’s programs, Services, and activities.

(iii) Consultant agrees to consider the need for language Services for LEP persons when CONSULTANT develops applicable budgets and conducts programs, Services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

(iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant’s successors, transferees, and assignees for the period in which such assistance is provided

(v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or Agreement subject to Title VI and its regulations between the Consultant the Consultant’s sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

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

e. [DBE GOALS CURRENLTY SUSPENDED] Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

(i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the Services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as ATTACHMENT within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. CONSULTANT shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

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

g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONSULTANT is encouraged to adopt and enforce

policies that ban text messaging while driving, and CONSULTANT should establish workplace safety policies to decrease accidents caused by distracted drivers.

h. Conflict of Interest. By submitting a Proposal and executing an Agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the Services to be provided pursuant under the Agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of Services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.

i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives Citynotice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant’s personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.

j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327),

as applicable:

(i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.

(ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

(iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a “federally assisted construction contract” in 41 CFR § 60-1.3, then CONSULTANT shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant 's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant 's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 1124 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(iv) Davis-Bacon and Copeland “Anti-Kickback” Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).

(v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of $100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by

federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).

A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.

B. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

(vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or Agreements for the performance of experimental, developmental, or research work (meeting the definition of “funding Agreements” (see 37 CFR Part 401)) 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.

(vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).

A. For all contracts in excess of $150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251et seq.

B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the CITY 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.

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

(viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H and requirements and certification as specified in Subsection 5.b.(iv) of this Section E). (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).

A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally 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 the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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 federal awarding agency.

B. Contractor shall file the required certification, ATTACHMENT D-4, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000.

(x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323). Contractor shall 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 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 available at EPA’s Comprehensive Procurement Guidelines

webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram.

(xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. 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).

(1) 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).

(2) Telecommunications or video surveillance Services provided by such entities or using such equipment.

D. 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.

(xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.

A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

B. For purposes of this clause:

(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 mean 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.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. CONSULTANT shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to CITY for guidance. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause CITY to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

CONSULTANT HAS READ AND ACKNOWLEDGED THESE FEDERAL GRANTS REQUIREMENTS.

The following Attachments are included and must be completed by Consultant and returned to the City:

Attachment F-4 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND

VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Attachment F-5 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

EXHIBIT F-2

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

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

(PLEASE SEE NEXT PAGES)

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

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

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

Instruction for Certification

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

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

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

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

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

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

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

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

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

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

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

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

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

_____
Name

_____
Title and Organization Name

_____
Signature

_____
Date

EXHIBIT F-3

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

BYRD ANTI-LOBYING CERTIFICATION

(PLEASE SEE NEXT PAGE)

BYRD ANTI-LOBYING CERTIFICATION

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or 11 cooperative agreement, the undersigned shall complete and submit Standard FormLLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

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

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

STATEWIDE PARK DEVELOPMENT AND REVITALIZATION PROGRAM GRANT

(PLEASE SEE NEXT PAGES)

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $8,500,000.00

City of Oxnard
Grantee

By Alexander Nguyen
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 300 West Third Street Oxnard, CA 93030

Title ~~City Manager~~

Date 4/15/2020

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title Supervisor

Date 4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801019	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011778			PROJECT NO. SW-56-001
AMOUNT ENCUMBERED BY THIS DOCUMENT $8,500,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE $ $8,500,000.00		REPORTING STRUCTURE 37900091	ACCOUNT/ALT.ACCOUNT 5432000 5432000000 0000000000	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW56001
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE Demetri Williams				DATE. MAY 0 : 2020

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: Supervisor

Date: 4-19-20

EXHIBIT G-1

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

URBAN GREENING GRANT PROGRAM

(PLEASE SEE NEXT PAGES)

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

SB 8/9/2023 JT 8/9/2023

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2112-0

TERM OF LAND TENURE: **25** years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 07/01/2023 to 02/01/2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **$3,529,632.10** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF OXNARD	**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY**
By: Alexander Nguyen	By: Andrea Scharffer
Alexander Nguyen	Andrea Scharffer
Title: City Manager	Title: Deputy Assistant Secretary, Bonds & Grants
Date: 8/10/2023	Date: 8/10/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$3,529,632.10	**UG2112-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0001**	**2021**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540UG21120**	**21139**	**05400001**	**21139**	**N/A**	**2023**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER — DATE: 8/16/2023

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME:	City of Oxnard
PROJECT TITLE:	Campus Park Central Oxnard Urban Greening
AGREEMENT NUMBER:	UG2112-0
AUTHORITY:	Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM:	Urban Greening Grant Program

PROJECT DESCRIPTION

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. AN

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. AN

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in

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order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. AN

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.

9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.

12. The term "Payment Request Form" means Form RA212.

13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

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15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.

16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**. AN

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for

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construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

    a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

    b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

    a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly

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documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.

5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

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7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.

2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of

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money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

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unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS,** consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. AN

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth

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in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant

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Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

AN

Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AGREEMENT NUMBER: UG2112-0

PROJECT LOCATION: H Street and 5th Street, Oxnard, CA, 93030

PROJECT SCOPE:

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

Grant-funded project elements include:

- Direct project management and inspections
- Planning, design, and permitting
- Mixteco and Chumash consultation
- Plant approximately 500 15-gallon trees*
- Install approximately 75 cubic yards of 3" organic mulch
- Construct approximately 43,560 square feet of meadows, including deconstructed granite path, shrubs/groundcover, irrigation, and seating
- Construct approximately 43,560 square feet of botanical/cultural garden, including deconstructed granite path, shrubs/groundcover, irrigation, seating, drinking fountains, educational signage, and solar lighting
- Install a greened walking area and rainwater catchment, including approximately
    - 15,000 square feet of deconstructed granite path
    - 750 square feet of concrete pathway
    - 25,000 square feet of irrigation
    - 2,900 square feet of rainwater infiltration and seasonal creek
    - Rainwater collection gutters and rain barrel
- Construct a community orchard, including approximately
    - 30 15-gallon fruit trees*
    - 10,000 square feet of deconstructed granite pathway
    - 5,000 square feet of shrubs/groundcover
    - 20,000 square feet of irrigation
- Install approximately 1 park restroom and associated utility connections
- Install approximately 1 funding acknowledgement sign

The park will be open to the public during daylight hours.

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PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Project kick-off	July 2023
Design procurement	October 2023 – January 2024
Design	February 2024 – December 2024
Submit final site designs/plans/specs to State*	December 2024
Submit evidence of temporary signage	December 2024
Construction bidding	February 2025 – April 2025
Construction	June 2025 – December 2025
Submit evidence of final signage	December 2025
Record MOUGA and Submit final payment request and close out documents to State	February 2026

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

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Exhibit A-1: Cost Estimate
Campus Park Central Oxnard Urban Greening
City of Oxnard
UG2112-0

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PROJECT ELEMENT	Total Amount	Urban Greening Grant
NON-CONSTRUCTION		
Planning, Design & Permitting		
Engineering & Design Consultants	$379,885.32	$379,885.32
Mixteco & Chumash Consultation	$12,000.00	$12,000.00
Permits	$50,000.00	$50,000.00
Direct Project Management & Administration		
Staff Time: Project Management & Inspection	$202,576.57	$202,576.57
Subtotal Non-Construction (not to exceed 25% of grant)	**$644,461.89**	**$644,461.89**
CONSTRUCTION		
Greening Elements		
Trees (15-gallon)	$60,000.00	$60,000.00
Mulch (3" Organic Mulch)	$7,875.00	$7,875.00
Meadows		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$185,130.00	$185,130.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating	$12,000.00	$12,000.00
Botanical / Cultural Garden		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$106,250.00	$106,250.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating, Drinking Fountains, Educational Signage	$29,000.00	$29,000.00
Lighting (Solar)	$196,020.00	$196,020.00
Greened Walking Area and Rainwater Catchment		
Clearing & Grubbing	$24,780.00	$24,780.00
Decomposed Granite Path	$63,750.00	$63,750.00
Concrete Pathway	$11,250.00	$11,250.00
Irrigation	$106,250.00	$106,250.00
Rainwater Infiltration & Seasonal Creek	$72,500.00	$72,500.00
Rainwater Collection Gutters & Rain Barrel	$10,000.00	$10,000.00
Community Orchard		
Fruit Trees (15-gallon)	$4,500.00	$4,500.00
Decomposed Granite Path	$42,500.00	$42,500.00
Shrubs / Groundcover	$36,250.00	$36,250.00
Irrigation	$85,000.00	$85,000.00
Park Amenities		
Restroom (Pre-Fab Exeloo, Water, Sewer, Electric)	$420,000.00	$420,000.00
Other		
Funding Acknowledgment Sign	$5,000.00	$5,000.00
Subtotal Construction	**$2,532,207.00**	**$2,532,207.00**
Contingency (not to exceed 10% of grant)	**$352,963.21**	**$352,963.21**
PROJECT TOTAL	**$3,529,632.10**	**$3,529,632.10**

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY JD

Urban Greening Grant Program

1/14/2026

AMENDMENT # 1 TO GRANT AGREEMENT UG2112-0

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

This amendment is hereby made and agreed upon by the State of California, acting through the Natural Resources Agency and by the City of Oxnard pursuant to the above-identified program. The State and Grantee, in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, agree to the following:

- **Extend the Project Performance Period End Date from February 1, 2026 to March 1, 2029.**

None of these changes affects the total funds awarded in this grant agreement as stated on the signature page.

In all other respects, the agreement and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

CITY OF OXNARD

By: Alexander Nguyen
Alexander Nguyen

Title: City Manager

Date: 1/14/2026

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

By: Bryan Cash
Bryan Cash

Title: Assistant Secretary for Administration and Finance

Date: 1/14/2026

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$3,529,632.10	**UG2112-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
		1677
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0001**	**2021**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540UG21120**	**21139**	**05402001**	**21139**	**N/A**	**2023**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

1/15/2026
DATE

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between CONSULTANT and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT J

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

IRAN CONTRACTING CERTIFICATION

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

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

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

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

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

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

FOURTH AMENDMENT TO PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Golstman, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment, on June 28, 2024, by a Second Amendment, and on November 19, 2024, by a Third Amendment.

RECITALS

WHEREAS, the parties wish to amend the Agreement to extend the term in order to maintain continuity of services and include additional services for civil and landscape plan revisions and coordination arising from a drain line design change for the ASR Well Project; and

WHEREAS, the Parties mutually agree that it is necessary to increase the agreement not to exceed amount from $1,280,264.52 to $1,290,964.52, to accommodate the additional time and services required to complete the work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Original Agreement.

City and Consultant agree as follows:

1. Pursuant to Section 5, the City is exercising its fourth option term. The Agreement will be extended for an additional 6.03 months from June 30, 2027 to December 31, 2027.

2. The reference to the Scope of Services Exhibit A-1 everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services Exhibit A-2. The Scope of Services Exhibit A-2 is attached hereto and incorporated herein by this reference. The effective date of the Schedule of Compensation Exhibit A-2, is May 6, 2026.

3. The reference to the Rates and Cost Exhibit B-1 everywhere it is listed in both on the Cover Page and in the agreement is hereby amended to add also the Rates and Costs Exhibit B-2. The Rates and Costs Exhibit B-2 is attached hereto and incorporated herein by this reference. The effective date of the Rates and Cost Exhibit B-2 is, May 6, 2026.

4. The total agreement amount in Section 6 of the cover page of the agreement is hereby amended to $1,290,964.52.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒Luis A. Mc Arthur, Mayor[1] Date
☐Libertad Macias, Purchasing Agent [2]

MOORE, IACOFANO GOLSTMAN, INC.

Daniel Iacofano, CEO Date

Roxanne Evanoff, Date
Secretary and Chief Operating
And Talent Officer[3]

ATTEST:

Lourdes A. López, City Clerk Date
(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.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

PHASE 006 FINAL PS&E
TASK 6.04 ASR Well Encroachment into Campus Park Limits

The ASR well project will be constructing a discharge line that encroaches into the limits of the Campus Park Project. As a result, the Campus Park Bid Plan Set needs to be modified to include the location and limits of this discharge line, as well as its components.

The ASR Well discharge line is proposed to run in a southerly direction along the western boundary of the Campus Park Project and discharge into the existing box culvert in Fifth St. The discharge line will require an air gap structure, which is proposed to be constructed within the limits of the proposed Campus Park community garden. This will require the Campus Park Project Bid Set to be modified to show the location of the discharge line and the air gap structure on any affected sheet. It is understood that the air gap improvements will be completed before the Campus Park improvements begin.

Assumptions:

1. Modify Campus Park Bid Set (Delta Set) – Modify affected Landscape and Civil sheets within the Campus Park Bid Set. The changes will include the linework of the ASR well discharge line and air gap structure along with references to the ASR well discharge plans. Delta Set will not include any design information for the ASR well discharge line or air gap structure. The Delta Set will only reference the ASR Well improvements.

2. Delta Set on 42”x30” Title Block – Produce a full Delta Set on the 42”x30” title block.

3. Delta Set on 36”x24” Public Works Title Block and Mylar Set – Produce a full civil Delta Set on the Public Works 36”x24” title block. This will serve as the Campus Park Project mylar set. We assume all Mylar sheets can be digitally modified via PDF, and that over-the-counter processing will be required.

Deliverable:
- *Delta Set on 42”x30” Title Block (PDF)*
- *Delta Set on 36”x24” Public Works Title Block (PDF and Mylar)*

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Additional Service

Rates and Cost Exhibit B-2
Effective May 6, 2026

		MIG Team - Additional Service Request						
		MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	**Professional Fee Totals**
Task 1: Project Management								
1.01	Kickoff Meeting with City's Project Team	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.02	General Project Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.03	Regular Meetings with City of Oxnard	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.04	Monthly Billing Invoice & Status Reports	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.05	Coordination and Management of Subconsultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.06	Quality Assurance/Quality Control Measures	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2: Preliminary Investigation								
2.01	Data Gathering	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.02	Geotechnical Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.03	Topographic Survey	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.04	Arborist Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.05	CEQA Compliance Review	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.06	Mapping and Utility Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.07	Additional Geotechnical Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.08	Aircraft Hazard and Land Use Assessment	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.09	Fire Flow Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.10	NEPA Categorical Exclusion	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.11	NHPA Section 106 Coordination/Compliance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.12	General Biological Resources Assessment	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.13	Burrowing Owl Survey and Report (Optional Task)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.14	Avigation Easement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.15	Pre-Construction Clearance and Construction Monitoring Biological Surveys	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 3: Community Engagement								
3.01	Stakeholder Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.02	Develop Community Outreach and Facilitation Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.03	Initiate Multimedia Campaign	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.04	Youth/Corps Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.05	Community Workshops - Round 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.06	Community Workshops - Round 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.07	Community Workshops - Round 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 4: Schematic Design								
4.01	Kickoff Design Workshop with City's Project Team	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.02	Prepare Conceptual Design Alternatives (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.03	70% Design Workshop with City's Project Team	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.04	Prepare 70% Schematic Design Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.06	Prepare 100% Schematic Design Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.07	Prepare and Submit Development Design Review/Project Entitlement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 5: Design Development								
5.01	Coordinate CEQA Compliance Documentation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.02	Prepare 50% Design Development Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.04	Prepare 100% Design Development Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Additional Service

Effective May 6, 2026

		MIG Team - Additional Service Request						
		MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	**Professional Fee Totals**
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.02	Prepare 100% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.03	ADA Path of Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.04	ASR Well Encroachment into Campus Park Limites	*$ 3,150.00*	*$ 4,500.00*	$ -	$ -	$ -	$ -	$ 7,650.00
	Subtotal	*$ 3,150.00*	*$ 4,500.00*	$ -	$ -	$ -	$ -	$ 7,650.00
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.02	Bi-Weekly Construction Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.03	In-House Field Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.04	Nursery Visits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.05	Pre-Punch Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.06	Punch List Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.07	Record Drawings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LABOR	$ 3,150.00	$ 4,500.00	$ -	$ -	$ -	$ -	**$ 7,650.00**
	TOTAL DIRECT COSTS	$ 2,600.00	$ 450.00	$ -	$ -	$ -	$ -	**$ 3,050.00**
	TOTAL CONTRACT AMOUNT							**$ 10,700.00**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: _____ (to be completed upon final signature authorization)

(2) Consultant: Moore, Iacofano, Goltsman, Inc. (MIG)

(3) Services: Campus Park Design

(4) Schedule of Services: See Scope of Services and Schedule of Services Exhibits

(5) Agreement Ending Date: January 6, 2022

(6) Total Agreement Amount: $1,099,938.75

(7) City's Project Manager: Jim Nelson

(8) Consultant's Project Manager: Jose Leal

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

617 West Seventh St. #304
Los Angeles, CA 90017
Attn: Jose Leal, Project Manager

FOR CITY:

305 West Third St. 2nd Floor
Oxnard, CA 93030
Attn: Jim Nelson, Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

JoseL@migcom.com

CITY'S PROJECT MANAGER:

Jim.Nelson@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
12/15/2020 MZ
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

12-15-2020

☒ John Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ [name] , Buyer

MOORE, IACOFANO AND GOLTSMAN, INC. (MIG)

11.30.20

Daniel Iacofano, President & CEO[2] **Date**

11.30.20

Carolyn Verheyen, Vice President Date

ATTEST:

R. Chaparro 12/15/2020

Rose Chaparro, City Clerk **Date**
(only if Mayor signs)

APPROVED AS TO FORM:

for 11/23/20

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

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

In accordance with the terms and conditions of the executed professional services agreement, Consultant will coordinate planning of the park's program elements through a comprehensive community engagement process and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of the design process, Consultant will prepare high-quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City.

The project includes a bicycle pump track, skate park, playground, basketball courts, Pelota Mixteca court, performing arts amphitheater/pavilion, multi-use field/ meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. A creek will be part of the stormwater component for the site. All plans must comply with the Americans with Disabilities Act (ADA). Consultant scope of work and cost proposal (separate exhibit attached hereto and incorporated herein by this reference) includes the delivery of the following items:

- **Geotechnical Report.**
- **Topographic Survey.**
- **Arborist Report.**
- **CEQA Compliance Review.**
- **Community Outreach and Facilitation Plan.**
- **Three (3) Conceptual Design Alternatives.**
- **70% and 100% Schematic Design Packages.**
- **50% and 100% Design Development Packages.**
- **90% and 100% Construction Document Packages.**

TASK 1: PROJECT MANAGEMENT

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to, coordination and management of all Consultant's subconsultants, performance of Quality Assurance/Quality Control (QA/QC) measures, and conduct of project coordination meetings with City staff and community stakeholders. Specific tasks include:

1.01: Kickoff Meeting with City's Project Team

The purpose of this meeting will be to introduce the team members, confirm the scope of work and schedule, submit information requests, and establish clear lines of communication between the City of Oxnard and Consultant.

1.02: General Project Management

Consultant will manage the design process to maintain the schedule and budget, maintain continuous liaison with the City, and provide continuing consultation and advice related to the project.

1.03: Regular Meetings with City of Oxnard

To ensure efficient and effective management of the project, The Consultant Team will participate in project team meetings at critical milestones and in regularly scheduled coordination conference calls with the City's project manager. It is expected that coordination calls will be scheduled every other week. Consultant will prepare and email conference call agendas ahead of the call. On weeks without a standing coordination conference call, Consultant will provide a short status update via email indicating task progress, any anticipated changes to the schedule, and all action items for the Consultant Team and/ or City.

1.04: Monthly Billing Invoice & Status Reports

Consultant will provide monthly Invoices accompanied by billing backup information as required by the City, and status reports. Status reports will include accomplishments for the billing period, any schedule updates, anticipated progress for the next billing period and identify any pending project which may need resolution.

1.05: Coordination and Management of Subconsultants

Consultant's Principal-In-Charge and the Project Manager shall monitor, manage and coordination with each one of Consultant's subconsultants included as part of the Consultant Team. Consultant's approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.

1.06: Quality Assurance/Quality Control Measures

The Consultant Team will utilize its existing internal controls and any guidelines as set by the City to provide the technical resources necessary to ensure that deliverables are complete and that they meet City requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The reviews will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the Design Development, 90% and 100% construction documents (plans, technical specifications, and opinion of probable costs).

TASK 2: PRELIMINARY INVESTIGATION

The goal of this phase is to review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to, the City's Parks and Recreation Master Plan; the Oxnard Housing Department documents and correspondence; regulatory/code and permitting requirements; Ventura County Department of Airports documents and correspondence; CEQA compliance, geotechnical investigation, including soil analysis as needed; mapping and utility investigation. Specific tasks include:

2.01: Data Gathering

Assemble and review existing plans and other information for the project site including field visits as required to fully investigate and inventory existing conditions to identify opportunities, constraints, and verify the presence of existing utilities, points of connection, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

2.02: Geotechnical Report

Conduct a geotechnical engineering investigation to inform the possible location of LID elements, as well as optimal locations for additional site structures. Deliverable will be in PDF format.

2.03: Topographic Survey

A topographic survey for the site will be prepared in AutoCAD format and serve as the Project base map. The Consultant will research County and City record data for centerline, survey control, existing geodetic control, and design network plans. Consultant will establish the horizontal and vertical survey control based on the City's Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street

alignments. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control. The survey data will include:

» Contours at one-foot intervals
» Spot elevations on hardscape features
» Existing building and structure footprints
» Sidewalks and trails, driveways, and handicap ramps
» Pavement areas, including roadway surfaces
» Trees and major specimen plants, with trunk diameters greater than 6 inches
» Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes
» All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground

2.04: Arborist Report

Prepare an arboricultural evaluation of all on-site trees regardless of size. A photo-documented report will be providedthat includes a tree inventory with tree number, trunk diameter, current canopy spread, health and structural condition, photographic of each tree, suitability for preservation, and suitability for relocation. A tree location plan will accompany the report and be included in the contract documents.

2.05: CEQA Compliance Review

Consultant will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow Consultant to determine the adequacy of the documentation prepared to comply with CEQA. Consultant will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.

2.06: Mapping and Utility Investigation

Consultant will review existing data available for the project include site conditions, and request and utilities in the area from utility agencies. Consultant will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drain. Consultant will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. Consultant will add the utilities to a base map to be used in evaluating schematic designs.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Stakeholder Meetings

The Consultant Team will facilitate a set of meetings to introduce stakeholders to the design process and elicit input into the Community ●utreach and Facilitation Plan. Stakeholders will include those involved in the first phase of input into the grant application and others who can become partners in implementing the strategies included in the Community Outreach and Facilitation Plan. At minimum this should include City Corps, ●xnard PAL, Oxnard Rec.

3.02: Develop Community Outreach and Facilitation Plan

Consultant will develop a responsive and adaptive plan that will prepare the process of Public Engagement. This plan will include specific activities and a proposed sequence of events that corresponds to the design development benchmarks.

3.03: Initiate Multimedia Campaign

Consultant will develop a multi-platform, multi-point, bilingual campaign that will include both digital and paper components. These will correspond to the development of the design components and will function to both build awareness about the Campus Park design and development process, but also to gain input and feedback about emerging concepts.

3.04: Youth/Corps Training

Consultant will design and implement a training to educate Oxnard youth about planning and design, generate excitement about amenities and features of the new Campus Park, and encourage participants to share their unique perspective on what they think will make Campus Park a great community asset. The training will include an interactive presentation that introduces students to planning and design concepts, emphasizes the importance of community involvement, and incorporates facilitation techniques to equip youth with the skills to conduct community engagement activities with their peers. A toolkit with relevant design and facilitation materials will be developed and provided to youth. The kits will be designed for trained youth for in person events and digital platforms. The training will be conducted in a digital platform and adapted for in person engagement responding to social distance guidelines. Consultant will work with the city management team to conduct outreach to groups to recruit youth for the training. An initial toolkit will be designed for the first round of community workshops and revised for the second and third phases. Toolkit contents will be highly visual, accessible, and relevant to youth.

3.05 Community Workshops - Round 1
3.06 Community Workshops - Round 2
3.07 Community Workshops - Round 3

The Consultant Team will design and implement three rounds of community workshops series to engage with the Oxnard community and stakeholders in shaping the design of the new Campus Park. Consultant will utilize a variety of methods and tools to elicit input from community members. Consultant will utilize the input gathered during the grant application phase to curate highly visual materials to gather community ideas on specific elements of the design. Community members will participate in interactive exercises during a digital / web-based workshop. This activity will be adapted for the Youth / Corps (Task 3.4) to facilitate after their training, being implemented as an on-site drop by workshop, and for conducting on social media platforms. Consultant will develop an outline describing the approach for delivering the outreach activities for each round of workshops. The outline will include location and venues for in person activities, digital and remote engagement, method and timing for advertising meetings, and team roles. For each activity, Consultant will create project information materials, design an input tool, and develop a summary of the results. The Consultant Team proposes convening community members and stakeholders over three phases of the design process: 1) Envisioning design elements; 2) Reviewing design alternatives; 3) Final design.

TASK 4: SCHEMATIC DESIGN

The goal of this phase is to generate a refined site design for the project using information gathered during the community engagement process. Multiple (three) conceptual design alternatives will be prepared and presented to the community. During a design workshop with the City's project team, a consolidated design approach will be

prepared based on feedback from the community, stakeholders, and City staff. The schematic design package will include planting palettes and layout for native and drought-tolerant landscaping; identification of irrigation needs, feasibility, and available resources; lighting design fixture selection and layout; identification of feasible locations for stormwater infiltration and LID features (i.e. bioswales and permeable pavement); art potential locations for community art. A preliminary estimate of probable costs will be prepared to validate the proposed schematic design is within the stated budget. Specific tasks include:

4.01: Kickoff Design Workshop with City's Project Team

The goal of this meeting will be to review information gathered during the first round of Community Workshops.

4.02: Prepare Three (3) Distinct Conceptual Design Alternatives

These alternative designs will be reviewed by the Community, Stakeholders, and City's project team. Concepts will be illustrated with plans, sections, elevations, image boards, precedent imagery, and photo-simulations as required to sufficiently communicate the design intent. Deliverable will be in digital format (PDF).

4.03: 70% Design Workshop

Workshop with City's Project Team for review and discussion of Conceptual Design Alternatives.

4.04: Prepare 70% Schematic Design Package

Design package based on approved Conceptual Design approach(es) and feedback from City's Project Team. Package will include development of landscape and hardscape features, (prefabricated) restroom, lighting, site furnishings, signage and graphics, grading and drainage, and LID features.

4.05: Present 70% Schematic Design Package to Parks, Recreation, Community Services Commission

The goal of this presentation will be to present the conceptual design and information gathered during the Community Workshops and solicit feedback from the Commission.

4.06: Prepare 100% Schematic Design Package

This package is based on revisions requested by the Commission and City's Project Team. A preliminary estimate of probable construction costs will be prepared for this milestone.

TASK 5: DESIGN DEVELOPMENT

The goal of this task is to prepare a Design Development package (60% PS&E) based on the approved Schematic Design package – ensuring that all elements described in the Grant Agreement (which is attached hereto and incorporated herein as Attachment A by this reference) are prioritized. The Consultant shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Consultant will refine the Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process. Consultant will initiate coordination of the landscape design with the subconsultant team, City's Project Team, and specialty subcontractors. Drawings to be prepared in AutoCAD and PDF formats for review with City's Project Manager. Samples of proposed materials (planting, paving, furniture, etc.) will be provided for review with the City's Project Manager. Specific tasks include:

5.01: Coordinate CEQA Compliance Documentation

Consultant will work closely with City staff to coordinate CEQA compliance and documentation. Consultant will review the Categorical Exemption, coordinate public noticing, and provide assistance at the public hearing(s).

5.02: Prepare 50% Design Development Package

This is an interim submittal for internal review with the City of Oxnard. Package will include draft plans and outline specifications – as well as perspective sketches and renderings as required to convey the landscape character of the project.

5.03: Attend Progress Submittal Review Meeting

This meeting will be with the City of Oxnard to review the interim 50% Design Development package.

5.04: Prepare 100% Design Development Package (70% PS&E)

Based on feedback from the City of Oxnard review meeting, Consultant to revise Design Development package and submit for City review.

TASK 6: FINAL PS&E

The goal of this task is to prepare final construction documents (plans, specifications, and estimate) suitable to bidding and construction. Specific tasks include:

6.01: Prepare 90% Construction Documents Package

Based on feedback from Design Development package, Consultant will make necessary revisions to PS&E and submit to City of Oxnard for plan check. The 90% CD package will also be submitted to the California Natural Resources Agency for their review of project conformance to grant requirements.

6.02: Prepare 100% Construction Documents Package

Consultant to address comments from plan check and California Natural Resources Agency and prepare final plans, specifications, and estimate, and submit to City of Oxnard. It is anticipated that this package will be suitable for bidding and construction.

TASK 7: CONSTRUCTION PHASE SUPPORT

The goal of this task is to provide design support during construction phases. Consultant will respond to requests for information (RFI) from the construction contractor (Contractor), and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. Specific tasks include:

7.01: Attend Pre-Construction Meeting

Meeting with Contractor and City's Construction Project Manager to review construction schedule, proposed submittal log, and methods of communication.

7.02: Attend Bi-Weekly Construction Meetings

Meetings to review progress, assist the Contractor and City's Construction Project Manager in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications.

7.03: Perform In-House Field Coordination

Coordination including preparing responses to Contractor Requests for Information (RFIs), submittal and shop drawing review, and preparation of drawing addenda.

7.04: Perform Nursery Visits

These visits will take place in Southern California region to review 24" box trees and larger, observing conformance to Specifications.

7.05: Attend Pre-Punch Job Walk

This walk will identify items that require Contractor resolution; includes preparation of punch list in collaboration with City's Construction Project Manager.

7.06: Attend Punch List Job Walk

Job walk to review resolution of items that require Contractor resolution.

7.07: Prepare Record Drawings

These drawings based on Contractor as-built markups, and deliver to City of Oxnard.

COSTS AND RATES EXHIBIT

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Summary
16 October 2020

	MIG	Encompass Design Group	Integral Group	Brandow & Johnson	Jacobus & Yuang	Carlberg Associates	Spohn Ranch	Geolabs	Subtotal x Phase
Task 1: Project Management	$ 77,935.00	$ 3,840.00	$ -	$ -	$ -	$ -	$ 2,106.00	$ -	$ 83,881.00
Task 2: Preliminary Investigation	$ 15,830.00	$ 29,920.00	$ -	$ -	$ -	$ 7,920.00	$ 238.00	$ 8,852.00	$ 62,760.00
Task 3: Community Engagement	$ 90,680.00	$ -	$ -	$ -	$ -	$ -	$ 1,428.00	$ -	$ 92,108.00
Task 4: Schematic Design	$ 107,330.00	$ 23,280.00	$ -	$ 3,150.00	$ 6,044.50	$ -	$ 8,774.00	$ -	$ 148,578.50
Task 5: Design Development	$ 121,760.00	$ 109,635.00	$ 11,310.00	$ 3,720.00	$ 13,347.10	$ -	$ 7,458.00	$ -	$ 267,230.10
Task 6: Final PS&E	$ 130,220.00	$ 75,450.00	$ 15,200.00	$ 8,180.00	$ 18,883.15	$ -	$ 18,031.00	$ -	$ 265,964.15
Task 7: Construction Phase Support	$ 92,025.00	$ 33,240.00	$ 5,460.00	$ 6,020.00	$ -	$ -	$ 7,672.00	$ -	$ 144,417.00
Reimbursables Budget	$ 20,050.00	$ 5,000.00	$ 300.00	$ 200.00	$ 200.00	$ 200.00	$ 1,100.00	$ 7,950.00	$ 35,000.00
Subtotal x Consultant	$ 655,830.00	$ 280,365.00	$ 32,270.00	$ 21,270.00	$ 38,474.75	$ 8,120.00	$ 46,807.00	$ 16,802.00	

Grand Total	$ 1,099,938.75

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

		Evan Mather		Jose Leal		Wendy Chan		TBD		TBD		Esmeralda Garcia		Noe Noyola		TBD	
		Principal Project Director		Senior Project Manager		Landscape Architect		Irrigation Design		Landscape Designer		Principal (Outreach)		Project Manager (Outreach)		Outreach Associate	
		Hours @	$ 240	Hours @	$ 175	Hours @	$ 175	Hours @	$ 140	Hours @	$ 90	Hours @	$ 240	Hours @	$ 140	Hours @	$ 100
Task 1: Project Management																	
1.01	Kickoff Meeting with City's Project Team	5	$ 1,200	2	$ 350	4	$ 700	0	$ -	0	$ -	2	$ 480	2	$ 280	0	$ -
1.02	General Project Management	0	$ -	100	$ 23,450	0	$ -	0	$ -	0	$ -	0	$ -	20	$ 2,800	0	$ -
1.03	Regular Meetings with City of Oxnard	25	$ 6,000	100	$ 17,500	25	$ 4,375	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.04	Monthly Billing Invoice & Status Reports	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.05	Coordination and Management of Subconsultants	0	$ -	40	$ 7,000	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.06	Quality Assurance/Quality Control Measures	40	$ 9,600	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*70*	*$ 16,800*	*266*	*$ 52,500*	*29*	*$ 5,075*	*0*	*$ -*	*0*	*$ -*	*2*	*$ 480*	*22*	*$ 3,080*	*0*	*$ -*
Task 2: Preliminary Investigation																	
2.01	Data Gathering	0	$ -	26	$ 4,550	0	$ -	0	$ -	56	$ 5,040	0	$ -	0	$ -	0	$ -
2.02	Geotechnical Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.03	Topographic Survey	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.04	Arborist Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.05	CEQA Compliance Review	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.06	Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*0*	*$ -*	*26*	*$ 4,550*	*0*	*$ -*	*0*	*$ -*	*56*	*$ 5,040*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 3: Community Engagement																	
3.01	Stakeholder Meetings	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	4	$ 960	16	$ 2,240	8	$ 800
3.02	Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$ 960	12	$ 1,680	0	$ -
3.03	Initiate Multimedia Campaign	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	8	$ 1,920	16	$ 2,240	80	$ 8,000
3.04	Youth/Corps Training	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 3,840	24	$ 3,360	32	$ 3,200
3.05	Community Workshops - Round 1	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
3.06	Community Workshops - Round 2	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
3.07	Community Workshops - Round 3	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
	Subtotal	*28*	*$ 6,720*	*28*	*$ 4,900*	*28*	*$ 4,900*	*0*	*$ -*	*0*	*$ -*	*80*	*$ 19,200*	*164*	*$ 22,960*	*216*	*$ 21,600*
Task 4: Schematic Design																	
4.01	Kickoff Design Workshop with City's Project Team	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.02	Prepare Conceptual Design Alternatives (2)	40	$ 9,600	40	$ 7,000	53	$ 9,275	0	$ -	257	$ 23,130	0	$ -	0	$ -	0	$ -
4.03	70% Design Workshop with City's Project Team	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.04	Prepare 70% Schematic Design Package	20	$ 4,800	20	$ 3,500	32	$ 5,600	0	$ -	154	$ 13,860	0	$ -	0	$ -	0	$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.06	Prepare 100% Schematic Design Package	11	$ 2,640	11	$ 1,925	22	$ 3,850	0	$ -	103	$ 9,270	0	$ -	0	$ -	0	$ -
	Subtotal	*83*	*$ 19,920*	*83*	*$ 14,525*	*119*	*$ 20,825*	*0*	*$ -*	*514*	*$ 46,260*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 5: Design Development																	
5.01	Coordinate CEQA Compliance Documentation	0	$ -	8	$ 1,400	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
5.02	Prepare 50% Design Development Package	40	$ 9,600	40	$ 7,000	80	$ 14,000	25	$ 3,500	335	$ 30,150	0	$ -	0	$ -	0	$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	4	$ 960	0	$ -	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
5.04	Prepare 100% Design Development Package	27	$ 6,480	27	$ 4,725	53	$ 9,275	17	$ 2,380	207	$ 18,630	0	$ -	0	$ -	0	$ -
	Subtotal	*71*	*$ 17,040*	*75*	*$ 13,125*	*137*	*$ 23,975*	*42*	*$ 5,880*	*542*	*$ 48,780*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 6: Final PS&E																	
6.01	Prepare 90% Construction Documents Package	28	$ 6,720	28	$ 4,900	120	$ 21,000	100	$ 14,000	308	$ 27,720	0	$ -	0	$ -	0	$ -
6.02	Prepare 100% Construction Documents Package	20	$ 4,800	20	$ 3,500	80	$ 14,000	66	$ 9,240	206	$ 18,540	0	$ -	0	$ -	0	$ -
	Subtotal	*48*	*$ 11,520*	*48*	*$ 8,400*	*200*	*$ 35,000*	*166*	*$ 23,240*	*514*	*$ 46,260*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 7: Construction Phase Support																	
7.01	Pre-Construction Meeting	0	$ -	4	$ 700	4	$ 700	4	$ 560	4	$ 360	0	$ -	0	$ -	0	$ -
7.02	Bi-Weekly Construction Meetings	12	$ 2,880	8	$ 1,400	208	$ 36,400	40	$ 5,600	0	$ -	0	$ -	0	$ -	0	$ -
7.03	In-House Field Coordination	8	$ 1,920	15	$ 2,625	104	$ 18,200	31	$ 4,340	40	$ 3,600	0	$ -	0	$ -	0	$ -
7.04	Nursery Visits	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
7.05	Pre-Punch Jog Walk	0	$ -	0	$ -	8	$ 1,400	0	$ -	8	$ 720	0	$ -	0	$ -	0	$ -
7.06	Punch List Jog Walk	0	$ -	0	$ -	8	$ 1,400	0	$ -	8	$ 720	0	$ -	0	$ -	0	$ -
7.07	Record Drawings	0	$ -	0	$ -	4	$ 700	0	$ -	40	$ 3,600	0	$ -	0	$ -	0	$ -
	Subtotal	*20*	*$ 4,800*	*27*	*$ 4,725*	*360*	*$ 63,000*	*75*	*$ 10,500*	*100*	*$ 9,000*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
		320	$ 76,800.00	553	$ 102,725.00	873	$ 152,775.00	283	$ 39,620.00	1726	$ 155,340.00	82	$ 19,680.00	186	$ 26,040.00	216	$ 21,600.00
	TOTAL LABOR																
	TOTAL DIRECT COSTS																
	TOTAL CONTRACT AMOUNT																

Campus Park Design/Activation Project (RFP RPW 20-95)
Proposed Professional Service Fee
16 October 2020

		TBD Graphic Designer		Melinda Mohammed Biologist		Cameron Hile CEQA Compliance		Dean DeShetler Woodworking and Graphics		MIG Task Totals		EGG Encompass Consultant Group ECG Task Totals		Integral Group Integral Group Task Totals		Brandow & Johnson B&J Task Totals		Jacobus & Yuang Jacobus & Yuang Task Totals	
		Hours @	$ 130	Hours @	$ 135	Hours @	$ 125	Hours @	$ 145										
Task 1: Project Management																			
1.01	Kickoff Meeting with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	15	$ 3,010	4	$ 690	0	$ -	0	$ -	0	$ -
1.02	General Project Management	0	$ -	0	$ -	0	$ -	0	$ -	120	$ 26,250	0	$ -	0	$ -	0	$ -	0	$ -
1.03	Regular Meetings with City of Oxnard	0	$ -	0	$ -	0	$ -	0	$ -	150	$ 27,875	18	$ 3,150	0	$ -	0	$ -	0	$ -
1.04	Monthly Billing Invoice & Status Reports	0	$ -	0	$ -	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -
1.05	Coordination and Management of Subconsultants	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 7,000	0	$ -	0	$ -	0	$ -	0	$ -
1.06	Quality Assurance/Quality Control Measures	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 9,600	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*0*	$ -	*0*	$ -	*0*	$ -	*0*	$ -	*389*	$ 77,935	*22*	$ 3,840	*0*	$ -	*0*	$ -	*0*	$ -
Task 2: Preliminary Investigation																			
2.01	Data Gathering	0	$ -	0	$ -	0	$ -	0	$ -	82	$ 9,590	0	$ -	0	$ -	0	$ -	0	$ -
2.02	Geotechnical Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.03	Topographic Survey	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	102	$ 20,080	0	$ -	0	$ -	0	$ -
2.04	Arborist Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.05	CEQA Compliance Review	0	$ -	24	$ 3,240	24	$ 3,000	0	$ -	48	$ 6,240	0	$ -	0	$ -	0	$ -	0	$ -
2.06	Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	64	$ 9,840	0	$ -	0	$ -	0	$ -
	Subtotal	*0*	$ -	*24*	$ 3,240	*24*	$ 3,000	*0*	$ -	*130*	$ 15,830	*166*	$ 29,920	*0*	$ -	*0*	$ -	*0*	$ -
Task 3: Community Engagement																			
3.01	Stakeholder Meetings	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 6,360	0	$ -	0	$ -	0	$ -	0	$ -
3.02	Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,640	0	$ -	0	$ -	0	$ -	0	$ -
3.03	Initiate Multimedia Campaign	40	$ 5,200	0	$ -	0	$ -	0	$ -	144	$ 17,360	0	$ -	0	$ -	0	$ -	0	$ -
3.04	Youth/Corps Training	16	$ 2,080	0	$ -	0	$ -	0	$ -	88	$ 12,480	0	$ -	0	$ -	0	$ -	0	$ -
3.05	Community Workshops - Round 1	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
3.06	Community Workshops - Round 2	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
3.07	Community Workshops - Round 3	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*80*	$ 10,400	*0*	$ -	*0*	$ -	*0*	$ -	*624*	$ 90,680	*0*	$ -	*0*	$ -	*0*	$ -	*0*	$ -
Task 4: Schematic Design																			
4.01	Kickoff Design Workshop with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	2	$ 360	0	$ -	0	$ -	0	$ -
4.02	Prepare Conceptual Design Alternatives (2)	0	$ -	0	$ -	0	$ -	0	$ -	390	$ 49,005	48	$ 7,640	0	$ -	1	$ 240	0	$ -
4.03	70% Design Workshop with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	0	$ -	0	$ -	0	$ -	0	$ -
4.04	Prepare 70% Schematic Design Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	250	$ 31,240	48	$ 7,640	0	$ -	12	$ 1,910	0	$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	0	$ -	0	$ -	0	$ -	0	$ -
4.06	Prepare 100% Schematic Design Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	163	$ 20,005	48	$ 7,640	0	$ -	6	$ 1,000	45	$ 6,045
	Subtotal	*0*	$ -	*0*	$ -	*0*	$ -	*40*	$ 5,800	*839*	$ 107,330	*146*	$ 23,280	*0*	$ -	*19*	$ 3,150	*45*	$ 6,045
Task 5: Design Development																			
5.01	Coordinate CEQA Compliance Documentation	0	$ -	16	$ 2,160	40	$ 5,000	0	$ -	64	$ 8,560	0	$ -	0	$ -	0	$ -	0	$ -
5.02	Prepare 50% Design Development Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	544	$ 67,730	436	$ 70,840	36	$ 6,240	13	$ 1,980	0	$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	$ -	0	$ -	0	$ -	0	$ -	8	$ 1,660	2	$ 360	0	$ -	0	$ -	0	$ -
5.04	Prepare 100% Design Development Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	347	$ 43,810	239	$ 38,435	30	$ 5,070	12	$ 1,740	100	$ 13,347
	Subtotal	*0*	$ -	*16*	$ 2,160	*40*	$ 5,000	*40*	$ 5,800	*963*	$ 121,760	*677*	$ 109,635	*66*	$ 11,310	*25*	$ 3,720	*100*	$ 13,347
Task 6: Final PS&E																			
6.01	Prepare 90% Construction Documents Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	608	$ 77,820	330	$ 55,050	64	$ 11,000	45	$ 6,200	79	$ 10,563
6.02	Prepare 100% Construction Documents Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	408	$ 52,400	120	$ 20,400	24	$ 4,200	13	$ 1,980	62	$ 8,320
	Subtotal	*0*	$ -	*0*	$ -	*0*	$ -	*40*	$ 5,800	*1016*	$ 130,220	*450*	$ 75,450	*88*	$ 15,200	*58*	$ 8,180	*141*	$ 18,883
Task 7: Construction Phase Support																			
7.01	Pre-Construction Meeting	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,320	8	$ 1,380	0	$ -	4	$ 760	0	$ -
7.02	Bi-Weekly Construction Meetings	0	$ -	0	$ -	0	$ -	0	$ -	268	$ 46,280	60	$ 10,200	17	$ 2,935	0	$ -	0	$ -
7.03	In-House Field Coordination	0	$ -	0	$ -	0	$ -	0	$ -	198	$ 30,685	80	$ 13,500	0	$ -	20	$ 2,760	0	$ -
7.04	Nursery Visits	0	$ -	0	$ -	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -
7.05	Pre-Punch Job Walk	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,120	4	$ 690	5	$ 775	8	$ 1,520	0	$ -
7.06	Punch List Job Walk	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,120	4	$ 690	5	$ 775	0	$ -	0	$ -
7.07	Record Drawings	0	$ -	0	$ -	0	$ -	0	$ -	44	$ 4,300	41	$ 6,780	6	$ 975	8	$ 980	0	$ -
	Subtotal	*0*	$ -	*0*	$ -	*0*	$ -	*0*	$ -	*582*	$ 92,025	*197*	$ 33,240	*33*	$ 5,460	*40*	$ 6,020	*0*	$ -
	TOTAL LABOR	80	$ 10,400.00	40	$ 5,400.00	64	$ 8,000.00	120	$ 17,400.00	4543	$ 635,780.00	1658	$ 275,365.00	187	$ 31,970.00	142	$ 21,070.00	286	$ 38,274.75
	TOTAL DIRECT COSTS										$ 20,050.00		$ 5,000.00		$ 300.00		$ 200.00		$ 200.00
	TOTAL CONTRACT AMOUNT																		

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

		Carlberg Associates		Spohn Ranch		Geolabs		
		Carlberg Associates Task Totals		Spohn Ranch Task Totals		Geolabs Task Totals		Professional Fee Totals
Task 1: Project Management								
1.01	Kickoff Meeting with City's Project Team	0	$ -	0	$ -	0	$ -	$ 3,700
1.02	General Project Management	0	$ -	14	$ 1,666	0	$ -	$ 27,916
1.03	Regular Meetings with City of Oxnard	0	$ -	0	$ -	0	$ -	$ 31,025
1.04	Monthly Billing Invoice & Status Reports	0	$ -	8	$ 440	0	$ -	$ 4,640
1.05	Coordination and Management of Subconsultants	0	$ -	0	$ -	0	$ -	$ 7,000
1.06	Quality Assurance/Quality Control Measures	0	$ -	0	$ -	0	$ -	$ 9,600
	Subtotal	*0*	$ -	*22*	$ 2,106	*0*	$ -	$ 83,881
Task 2: Preliminary Investigation								
2.01	Data Gathering	0	$ -	2	$ 238	0	$ -	$ 9,828
2.02	Geotechnical Report	0	$ -	0	$ -	72	$ 8,852	$ 8,852
2.03	Topographic Survey	0	$ -	0	$ -	0	$ -	$ 20,080
2.04	Arborist Report	48	$ 7,920	0	$ -	0	$ -	$ 7,920
2.05	CEQA Compliance Review	0	$ -	0	$ -	0	$ -	$ 6,240
2.06	Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	$ 9,840
	Subtotal	*48*	$ 7,920	*2*	$ 238	*72*	$ 8,852	$ 62,760
Task 3: Community Engagement								
3.01	Stakeholder Meetings	0	$ -	0	$ -	0	$ -	$ 6,360
3.02	Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	$ 2,640
3.03	Initiate Multimedia Campaign	0	$ -	0	$ -	0	$ -	$ 17,360
3.04	Youth/Corps Training	0	$ -	0	$ -	0	$ -	$ 12,480
3.05	Community Workshops - Round 1	0	$ -	12	$ 1,428	0	$ -	$ 18,708
3.06	Community Workshops - Round 2	0	$ -	0	$ -	0	$ -	$ 17,280
3.07	Community Workshops - Round 3	0	$ -	0	$ -	0	$ -	$ 17,280
	Subtotal	*0*	$ -	*12*	$ 1,428	*0*	$ -	$ 92,108
Task 4: Schematic Design								
4.01	Kickoff Design Workshop with City's Project Team	0	$ -	4	$ 476	0	$ -	$ 3,196
4.02	Prepare Conceptual Design Alternatives (2)	0	$ -	24	$ 2,856	0	$ -	$ 59,741
4.03	70% Design Workshop with City's Project Team	0	$ -	30	$ 3,570	0	$ -	$ 5,930
4.04	Prepare 70% Schematic Design Package	0	$ -	16	$ 1,232	0	$ -	$ 42,022
4.05	Present 70% Schematic Design Package to Parks,Recreation, Community Services	0	$ -	0	$ -	0	$ -	$ 2,360
4.06	Prepare 100% Schematic Design Package	0	$ -	10	$ 640	0	$ -	$ 35,330
	Subtotal	*0*	$ -	*84*	$ 8,774	*0*	$ -	$ 148,579
Task 5: Design Development								
5.01	Coordinate CEQA Compliance Documentation	0	$ -	0	$ -	0	$ -	$ 8,560
5.02	Prepare 50% Design Development Package	0	$ -	54	$ 5,670	0	$ -	$ 152,460
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	$ -	0	$ -	0	$ -	$ 2,020
5.04	Prepare 100% Design Development Package	0	$ -	20	$ 1,788	0	$ -	$ 104,190
	Subtotal	*0*	$ -	*74*	$ 7,458	*0*	$ -	$ 267,230
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	0	$ -	169	$ 12,961	0	$ -	$ 173,594
6.02	Prepare 100% Construction Documents Package	0	$ -	52	$ 5,070	0	$ -	$ 92,370
	Subtotal	*0*	$ -	*221*	$ 18,031	*0*	$ -	$ 265,964
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	0	$ -	8	$ 952	0	$ -	$ 5,412
7.02	Bi-Weekly Construction Meetings	0	$ -	40	$ 4,760	0	$ -	$ 64,175
7.03	In-House Field Coordination	0	$ -	10	$ 1,190	0	$ -	$ 48,135
7.04	Nursery Visits	0	$ -	0	$ -	0	$ -	$ 4,200
7.05	Pre-Punch Job Walk	0	$ -	0	$ -	0	$ -	$ 5,105
7.06	Punch List Job Walk	0	$ -	0	$ -	0	$ -	$ 3,585
7.07	Record Drawings	0	$ -	10	$ 770	0	$ -	$ 13,805
	Subtotal	*0*	$ -	*68*	$ 7,672	*0*	$ -	$ 144,417
	TOTAL LABOR	48	$ 7,920.00	483	$ 45,707.00	72	$ 8,852.00	$ 1,064,938.75
	TOTAL DIRECT COSTS		$ 200.00		$ 1,100.00		$ 7,950.00	$ 35,000.00
	TOTAL CONTRACT AMOUNT							$ 1,099,938.75

SCHEDULE OF SERVICES EXHIBIT
(page 1 of 2)

Specific project milestones include:

» Kickoff Meeting with City of Oxnard – TBD Following Agreement Execution

» Community Workshops Round #1 -- January 11-29, 2021

» Kickoff Design Workshop with City of Oxnard – February 5, 2021

» Community Workshops Round #2 – February 22-March 12, 2021

» 70% Design Workshop with City of Oxnard – March 17, 2021

» Community Workshops Round #3 – April 1-21, 2021

» Present 70% Schematic Design to Parks, Recreation, Community Services – April 28, 2021

» Submit 100% Schematic Design Package (30% PS&E) – May 26, 2021

» Review 50% Design Development Progress with City of Oxnard -- June 23, 2021

» Submit 100% Design Development Package (60% PS&E) – July 21, 2021

» Submit 90% Construction Documents (90% PS&E) – September 22, 2021

» Submit 100% Construction Documents (100% PS&E) – November 11, 2021

» Bid Period – December 2021

» Contract Award – February 2022

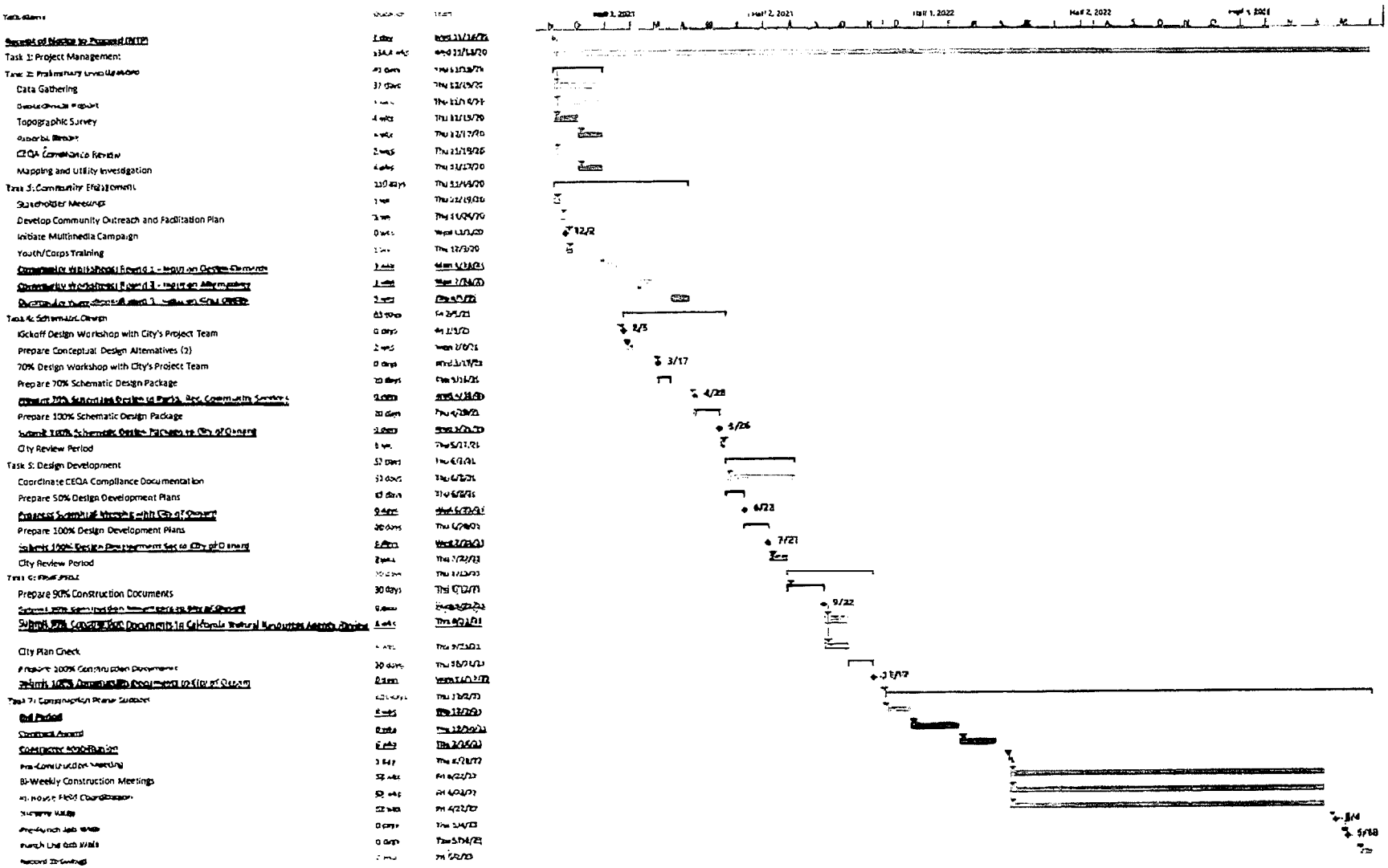
» Begin Construction – April 2022

» Substantial Completion – April 2023

» End Construction – May 2023

» Submit Record Drawings – June 2023

Schedule, *continued*



SCHEDULE OF SERVICES EXHIBIT
(page 2 of 2)

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ATTACHMENT A (Grant Agreement)

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $8,500,000.00

City of Oxnard
Grantee

By Alexander Nguyen
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 300 West Third Street Oxnard, CA 93030

Title City Manager

Date 4/15/2020

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title Supervisor

Date 4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9801019		0000011778			SW-56-001
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$8,500,000.00		Drought, Water, Cln Air, Cstl Prote, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	29	18	2019/20
TOTAL AMOUNT ENCUMBERED TO DATE		REPORTING STRUCTURE	ACCOUNT/ALT.ACCOUNT	ACTIVITY CODE	PROJECT / WORK PHASE
$ $8,500,000.00		37900091	5432000	69800	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE Demetri Williams				DATE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: Supervisor

Date: 4-19-20

GRANT SCOPE/COST ESTIMATE FORM

GRANT SCOPE ITEMS **ACQUISITIONS:** List each parcel number, acreage, estimated date of purchase, and cost **DEVELOPMENT:** List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	**ESTIMATED COST**
Construct a New Nature Themed Inclusive Playground	$1,100,000
Construct a New Community Garden	$200,000
Construct New Trails	$550,000
Construct New Landscaping	$900,000
Construct a Multi-Use Field/Meadow	$150,000
Construct Public Art	$80,000
Renovate 3 Basketball Courts	$20,000
Construct a New Pelota Mixteca Court	$200,000
Construct a New Multi-Use Pavilion/Amphitheater/Venue Space	$900,000
Construct New Lighting Throughout the Park	$350,000
Renovate Parking Lot Within Park Boundaries	$600,000
Construct a New Seasonal/Periodic Creek	$1,600,000
Construct New Stormwater Benefits	$200,000
Construct a New Pump Track	$250,000
Construct a New Skate Park	$1,200,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	$8,300,000
Total Estimated PRE-CONSTRUCTION COST (B)	$1,800,000
TOTAL PROJECT COST (A+B)	$10,100,000
Requested GRANT Amount	$8,500,000

Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	$1,800,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature

10/24/2019
Date

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. .....
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

11/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@eblx.com
Via Fax: 678-259-1007

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date __
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as Insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the Insurance afforded by this policy shall be primary Insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named Insured's scheduled underlying primary coverage. In either event, any other Insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this Insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each Insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an Insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this Insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

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

Signature _____
(original signature required)
Telephone: (___) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed

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Agreement No. A-8248

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 10 day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Goltsman, Incorporated ("Consultant"). This First Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The name, "Moore, Iacofano, Goltsman, Inc. (MIG)," in Section 2 of the Cover Page of the Agreement is hereby amended to "Moore Iacofano Goltsman, Incorported."

2. The date, "January 6, 2022," in Section 5 of the Cover Page of the Agreement hereby amended to "June 30, 2024."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

1/10/22
Date

☐ John C. Zaragoza, Mayor[1]
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer Patricia Garcia

ATTEST:

N/A
Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

12-21-21
Stephen M. Fischer, City Attorney (always required)

Date

MOORE IACOFANO GOLTSMAN, INCORPORATED

Daniel Iacofano,
President & CEO[2]

Date

1.3.2022
Chris Beynon,
Assistant Treasurer

Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer

ATTEST:

N/A
_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ 12-21-21
Stephen M. Fischer, City Attorney (always required) Date

_____

MOORE IACOFANO GOLTSMAN, INCORPORATED

_____ _____
Daniel Iacofano, President & CEO[2] Date

_____ _____
Chris Beynon, Assistant Treasurer Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of June, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Golstman, Incorporated ("Consultant"). This Second Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment.

City and Consultant agree as follows:

1. This agreement is hereby amended to extend the term of the agreement to June 30, 2027.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Jennifer Yates 6/28/24

☐John C. Zaragoza, Mayor[1] Date

☒Jennifer Yates, Purchasing Agent [2]

MOORE, IACOFANO GOLSTMAN, INCORPORATED

Daniel S. Iacofano 6.28.24

Daniel Iacofano, CEO Date

Carolyn Verheyen 6.28.24

Carolyn Verheyen, Secretary [3] Date

ATTEST:

N/A

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6/28/2024

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

1 The City Council must authorize and the Mayor must execute any agreement over $200,000.

2 The Purchasing Agent may execute any authorized agreement up to $200,000.

3 The City requires the following for any contract:

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

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

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement For Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 14 day of April, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Golstman, Incorporated ("Consultant"). This Fourth Amendment amends the Agreement entered into on February 1, 2022, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment on June 28, 2024 by a Second Amendment and on November 19, 2024 .

RECITALS

WHEREAS, this Agreement is eligible for Grant funding from the Clean California Local Grant Program and the State of California Natural Resources Agency Grant Agreement pursuant to the Urban Greening Grant Program;

WHEREAS, the parties desire to amend this Agreement to incorporate the applicable grant program requirement that the State requires the parties to adhere to when accepting grant funds.

The City and Consultant hereby agree as follows:

1. The Recitals are incorporated by this reference as though fully set forth herein

2. Section 38 "State Grant Contract Provisions" is hereby added to the Agreement as follows:

"Consultant acknowledges that the Agreement and associated Scope of Work is being funded in whole or in part with state grant funding pursuant to the Clean California Local Grant Program and the State of California Natural Resources Agency Grant Agreement for the Urban Greening Grant Program; and further acknowledges and agrees to the provisions in the Restricted Grant Agreements applicable to both State grant programs."

3. The two applicable State Restricted Grant Agreements are hereby added to the list of exhibits in Section 11 on the cover page of the Agreement and incorporated by this reference as though fully set forth herein.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[1] Date
☒Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

3/28/2025
Stephen M. Fischer, City Attorney (always required) Date

MOORE, IACOFANO GOLSTMAN, INCORPORATED

Daniel S. Iacofano March 5, 2025
Daniel Iacofano, CEO Date

Carolyn Verheyen March 5, 2025
Carolyn Verheyen, Secretary[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

FEDERAL FUNDING / GRANTS REQUIREMENT RIDER

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

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

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

Minority and Women Business Enterprises (if applicable to this Contract) Consultant 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 Consultant 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 Consultant 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. The City of Oxnard maintains an online directory of W/MBE businesses, which can be accessed at: http://www.oxnard.org.

2. Suspension and Debarment. (applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Consultant is required to verify that none of Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.) Consultant 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. Consultant 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.

Purchases over $100,000 - Consultants must sign the certification on the last page of this addendum

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

(A) The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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) Consultant 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)

Consultant 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. Consultant 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 Consultant 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 Consultant 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), Consultant 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), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

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

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

Construction) as may be applicable. The Consultant 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) Consultants 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, Consultants 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) Consultant. The Consultant 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 Consultant or subConsultant 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 subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant 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 [Consultant] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or 11 cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

_____

Signature of Consultant's Authorized Official

_____

Name and Title of Consultant's Authorized Official

_____

Date

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, will commence on September 15, 2023, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Campus Park Enhancement Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** agrees that it is not requesting an advance payment, and that it may not hereafter request an advance payment.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2023/24	$3,534,000.00
Cash Local Match	Agency Provided	$442,000.00
Value of Third-Party In-Kind Contributions	Agency Provided	$0.00
Total of Local Funds	Agency Provided	$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Participating Costs	**$3,976,000.00**
	Total Non-Participating Costs	**$0.00**
	Total Project Costs	**$3,976,000.00**
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee	Jennie Yee	2/13/2024	$3,534,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
9. Notification of Parties
   a. **AGENCY's** Project Manager for Project is Eric Humel, (805) 271-2231.
   b. **CALTRANS'** District Grant Manager is Tammi Altamirano, (213) 266-3601. "District Grant Manager" as used herein includes his/her designee.
   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Oxnard
Attention: Eric Humel, Grants Coordinator
Phone Number: 805.271.2231
Email: eric.humel@oxnard.org
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030

California Department of Transportation
District 7/Division of Local Assistance
Attention: Tammi Altamirano, Clean California Local Grant Manager
Phone Number: (213) 266-3601
Email: tammi.altamirano@dot.ca.gov
100 South Main Street
Los Angeles, California 90012

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on September 15, 2023, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS District Grant Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS.**

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$3,534,000.00**.

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Grant Manager** at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other

party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of

Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager, as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall be complete with all of the following sections in the invoice completed:

   1) Section 1: Invoice

   2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs

   3) Section 3: Billing Summary

   4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually

received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) 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 and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

a. Neither **CALTRANS** 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 **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** 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, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis 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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

    c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

    d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

    a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its

agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior

written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14b, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.
2) The person's or organization's policy of maintaining a Drug-Free workplace.
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
   1) Will receive a copy of the company's Drug-Free policy statement.
   2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
   1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
   2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
   3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
   4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
   5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
   6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns

(including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this

RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
    i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
    ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its

contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

    It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

    a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

       CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

    b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

    c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character

establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Gretchen Chavez

Printed Name: Gretchen Chavez

Title: Office Chief
Office of Innovative Programs
Division of Local Assistance

Date: 02/22/24

CITY OF OXNARD

By:

Printed Name: Alexander Nguyen

Title: City Manager

Date: 2/20/2024

By:

Printed Name:

Title:

Date:

Clean California Local Grant Program
(State)

Amendment to Grant Agreement

Amendment
Number_1_("Amendment")

This Amendment will commence on September 15, 2023, or upon approval by **CALTRANS**, whichever occurs later, and it amends the Grant Agreement submitted by the **CITY OF OXNARD**, hereinafter referred to as **AGENCY**, as set forth below:

Agreement or Application Section	Original Text	Amended Text	Reason for Change
CCLGP CYLE 2 INTAKE FORM, 3. SUMMARY BUDGET INFORMATION	$3,543,000	$3,534,000	Application entry error.

In Witness Whereof, the parties hereto have executed this Amendment Number _1_ to the Grant Agreement on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By:

Printed Name:
Gretchen Chavez

Title:
Office Chief
Office of Innovative Programs
Division of Local Assistance

Date:
2/24/24

CITY OF OXNARD

By:

Printed Name:
Alexander Nguyen

Title:
City Manager

Date:
2/20/2024

By:

Printed Name:

Title:

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

SB 8/9/2023 JT 8/9/2023

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2112-0

TERM OF LAND TENURE: **25** years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: 07/01/2023 to 02/01/2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **$3,529,632.10** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF OXNARD

By: Alexander Nguyen
Alexander Nguyen

Title: City Manager

Date: 8/10/2023

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By: Andrea Scharffer
Andrea Scharffer

Title: Deputy Assistant Secretary, Bonds & Grants

Date: 8/10/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$3,529,632.10	**UG2112-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0001**	**2021**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540UG21120**	**21139**	**05400001**	**21139**	**N/A**	**2023**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

8/16/2023
DATE

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME:	City of Oxnard
PROJECT TITLE:	Campus Park Central Oxnard Urban Greening
AGREEMENT NUMBER:	UG2112-0
AUTHORITY:	Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)
PROGRAM:	Urban Greening Grant Program

PROJECT DESCRIPTION

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. AN

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. AN

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in

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order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. AN

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.

9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.

12. The term "Payment Request Form" means Form RA212.

13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

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15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.

16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**. AN

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for

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construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

    a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

    b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

    a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly

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documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.

5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

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7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.

2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of

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money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

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unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. AN

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth

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in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant

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Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

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EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

AN

Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

GRANTEE NAME: City of Oxnard

PROJECT TITLE: Campus Park Central Oxnard Urban Greening

AGREEMENT NUMBER: UG2112-0

PROJECT LOCATION: H Street and 5th Street, Oxnard, CA, 93030

PROJECT SCOPE:

Project to develop a new 3.5-acre park at a former high school campus. Project will include shade trees, a community orchard, interpretive signage, rainwater capture, walking trails, and other amenities.

Grant-funded project elements include:

- Direct project management and inspections
- Planning, design, and permitting
- Mixteco and Chumash consultation
- Plant approximately 500 15-gallon trees*
- Install approximately 75 cubic yards of 3" organic mulch
- Construct approximately 43,560 square feet of meadows, including deconstructed granite path, shrubs/groundcover, irrigation, and seating
- Construct approximately 43,560 square feet of botanical/cultural garden, including deconstructed granite path, shrubs/groundcover, irrigation, seating, drinking fountains, educational signage, and solar lighting
- Install a greened walking area and rainwater catchment, including approximately
    - 15,000 square feet of deconstructed granite path
    - 750 square feet of concrete pathway
    - 25,000 square feet of irrigation
    - 2,900 square feet of rainwater infiltration and seasonal creek
    - Rainwater collection gutters and rain barrel
- Construct a community orchard, including approximately
    - 30 15-gallon fruit trees*
    - 10,000 square feet of deconstructed granite pathway
    - 5,000 square feet of shrubs/groundcover
    - 20,000 square feet of irrigation
- Install approximately 1 park restroom and associated utility connections
- Install approximately 1 funding acknowledgement sign

The park will be open to the public during daylight hours.

EXHIBIT A

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Project kick-off	July 2023
Design procurement	October 2023 – January 2024
Design	February 2024 – December 2024
Submit final site designs/plans/specs to State*	December 2024
Submit evidence of temporary signage	December 2024
Construction bidding	February 2025 – April 2025
Construction	June 2025 – December 2025
Submit evidence of final signage	December 2025
Record MOUGA and Submit final payment request and close out documents to State	February 2026

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

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Exhibit A-1: Cost Estimate
Campus Park Central Oxnard Urban Greening
City of Oxnard
UG2112-0

AN

PROJECT ELEMENT	Total Amount	Urban Greening Grant
NON-CONSTRUCTION		
Planning, Design & Permitting		
Engineering & Design Consultants	$379,885.32	$379,885.32
Mixteco & Chumash Consultation	$12,000.00	$12,000.00
Permits	$50,000.00	$50,000.00
Direct Project Management & Administration		
Staff Time: Project Management & Inspection	$202,576.57	$202,576.57
Subtotal Non-Construction (not to exceed 25% of grant)	**$644,461.89**	**$644,461.89**
CONSTRUCTION		
Greening Elements		
Trees (15-gallon)	$60,000.00	$60,000.00
Mulch (3" Organic Mulch)	$7,875.00	$7,875.00
Meadows		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$185,130.00	$185,130.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating	$12,000.00	$12,000.00
Botanical / Cultural Garden		
Clearing & Grubbing	$26,136.00	$26,136.00
Decomposed Granite Path	$106,250.00	$106,250.00
Shrubs / Groundcover	$315,810.00	$315,810.00
Irrigation	$185,130.00	$185,130.00
Seating, Drinking Fountains, Educational Signage	$29,000.00	$29,000.00
Lighting (Solar)	$196,020.00	$196,020.00
Greened Walking Area and Rainwater Catchment		
Clearing & Grubbing	$24,780.00	$24,780.00
Decomposed Granite Path	$63,750.00	$63,750.00
Concrete Pathway	$11,250.00	$11,250.00
Irrigation	$106,250.00	$106,250.00
Rainwater Infiltration & Seasonal Creek	$72,500.00	$72,500.00
Rainwater Collection Gutters & Rain Barrel	$10,000.00	$10,000.00
Community Orchard		
Fruit Trees (15-gallon)	$4,500.00	$4,500.00
Decomposed Granite Path	$42,500.00	$42,500.00
Shrubs / Groundcover	$36,250.00	$36,250.00
Irrigation	$85,000.00	$85,000.00
Park Amenities		
Restroom (Pre-Fab Exeloo, Water, Sewer, Electric)	$420,000.00	$420,000.00
Other		
Funding Acknowledgment Sign	$5,000.00	$5,000.00
Subtotal Construction	**$2,532,207.00**	**$2,532,207.00**
Contingency (not to exceed 10% of grant)	**$352,963.21**	**$352,963.21**
PROJECT TOTAL	**$3,529,632.10**	**$3,529,632.10**

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

Agreement No. A-8248

Campus Park Design/Activation Project (RFP #PW 20-95)

Proposed Professional Service Fee Additional Service

12-Aug-24

		MIG Team - Additional Service Request						
		MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	**Professional Fee Totals**
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.02	Prepare 100% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.02	Bi-Weekly Construction Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.03	In-House Field Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.04	Nursery Visits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.05	Pre-Punch Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.06	Punch List Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.07	Record Drawings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LABOR	$ 77,969.00	$ 41,518.75	$ 6,450.00	$ 24,000.00	$ 6,300.00	$ 11,090.00	**$ 167,327.75**
	TOTAL DIRECT COSTS	$ 11,359.42	$ -	$ -	$ -	$ -	$ 1,638.60	**$ 12,998.02**
	TOTAL CONTRACT AMOUNT							**$ 180,325.77**

THIRD AMENDMENT TO PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of November, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Golstman, Incorporated ("Consultant"). This ThirdAmendment amends the Agreement entered into on December 15, 2020, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment and on June 28, 2024 by a Second Amendment.

City and Consultant agree as follows:

1. The amount in Section 6 of the cover page of the agreement is hereby amended to "$1,280,264.52"

2. The name in Section 10 address for notice for City is hereby amended to Jennie Ibanez

3. The name in Section 11 contact email for the City's Project Manager is hereby amended to Jennie.Ibanez@oxnard.org

4. The reference to the Scope of Services Exhibit everywhere is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services Exhibit A-1. The Scope of Services Exhibit A-1 is attached hereto and incorporated herein by this reference.

5. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Cost Exhibit B-1. The Rates and Cost Exhibit B-1 is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
11/19/24 J.4
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

11-19-24

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent[2]

MOORE, IACOFANO GOLSTMAN, INCORPORATED

Daniel S. Iacofano 10.11.24

Daniel Iacofano, CEO Date

Carolyn Verheyen 10.11.24

Carolyn Verheyen, Secretary[3] Date

ATTEST:

R. Chaparro 11/19/24

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

10/22/24

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

Scope of Services A-1

Additional Service Request Scope of Work

Task 1: Project Management

1.02: Regular Meetings with City of Oxnard

MIG will participate in regular bi-weekly coordination project conference calls with the City's Project Manager. Calls will be scheduled every other week and MIG will prepare and email conference all agendas ahead of the call.

Deliverable:

- *Agendas*
- *Meeting Summaries*

Task 2: Preliminary Investigation

2.07 Additional Geotechnical Investigation

The MIG Team will provide additional geotechnical investigation to supplement the previous geotechnical study prepared and dated May 21, 2021. As part of the scope for this task, the MIG Team will review the pertinent, readily available information in our files, previous work at the project site and project plans. The MIG Team will visit the project site to mark for Underground Service Alert and to perform infiltration borings and testing for three (3) additional locations. The borings will be excavated with a hollow stem auger drill rig, in general accordance with Ventura County Technical Guidance Manual for Stormwater Quality Control Measures (TGM). The MIG Team anticipates that the test borings will include one shallow test boring at the bottom of the BMP and one test boring at a depth of 11 feet below the BMP at each test location. The wells will be backfilled and abandoned at the completion of testing. Bulk soil samples will be obtained for soil classification and the engineering analyses to develop findings and design criteria for the proposed project will be prepared. Upon evaluation of assembled data, the MIG Team will revise the geotechnical report with findings, opinions and design-level geotechnical criteria for stormwater infiltration feasibility and soil infiltration rates.

Deliverable:

- *Three (3) borings*
- *One (1) Revised Geotechnical Study*

2.08 Aircraft Hazard and Land Use Assessment

The MIG Team will review the Aircraft Hazard and Land Use Risk Assessment prepared by LSA Associates in 2011and determine whether an addendum is possible, or a new Aircraft Hazard and Land Use Risk Assessment needs to be prepared. The Aircraft Hazard and Land Use Risk Assessment will address aviation safety, noise impact, overflight, and airspace protection consistent with the requirements of the CLUP and the California State Aeronautics Act (SAA) as reflected in the 2011 California Department of Transportation (Caltrans) Airport Land Use Planning Handbook and the California Public Utilities Code (PUC) Section 21670. Aviation hazard risk will also be assessed based on the National Transportation Safety Board (NTSB) historical accident and incident information associated with OXR as well as other available information about aviation accidents in the airport vicinity consistent with the types of aircraft operations, wind and weather conditions that prevail at OXR.. The MIG Team will meet with City and City Consultant staff to review and coordinate the findings of the Aircraft Hazard and

Land Use Risk Assessment to support the airport land use planning objectives of the Project. Fee includes up to four (4) in-person meetings or up to ten (10) web meetings.

The services not part of this task include a solar glare analysis, CEQA Technical Input, City Planning Commission Meetings, or City Council Hearings.

Deliverable:

- *One (1) Technical Memorandum documenting analysis, findings, and recommendations*

2.09 Fire Flow Testing

The MIG Team will obtain an encroachment permit and perform two fire flow tests within the vicinity of the project. The first test will be a dual hydrant test along K Street. The second test will be a dual hydrant test along 5th Street. The MIG Team will compile and provide test results upon completion of fire flow testing. Results will be provided to the City for their records. The MIG Team assumes that the permit fees for testing will be provided by the City. It is assumed that a dual hydrant test will be adequate based on recent experience, if the City requires additional testing an add service will need to be negotiated.

Deliverable:

- *Two (2) Fire Flow Results*

Task 2.09 Assumptions:

- *Design engineering and construction services are not included with this proposal.*
- *Water service to the proposed facilities is currently adequate and no additional design or main extension for water services is required at this time. If additional design is required, an add service will need to be negotiated.*
- *The proposed hydrant is expected to meet the City fire flow requirement. If not, then further analysis and recommendations will be required to meet the City's fire flow requirements, which will be an additional service.*

2.10 Water Study (Optional Task)

If required by the City, the MIG Team will prepare a Water Study of the existing onsite water system including the relocated hydrant to compare the proposed system with the City of Oxnard's fire flow requirements. The report will provide documentation of the static pressure of the onsite system, residual pressure at a fire flow of 3,000 gpm, and fire flow at 20 psi for the proposed hydrant. It is assumed the study will be processed for approval through the City of Oxnard as part of the Improvement Plan Permit Submittal Package.

Deliverable:

- *Water Report*

2.11 NEPA Categorical Exclusion

The proposed project has applied for grant funding from the California State Parks Office of Grants and Local Services (OGALS). OGALS receives federal funding from the National Parks Service (NPS) through the Land and Water Conservation Fund (LWCF) and the Outdoor Recreation Legacy Partnership Program (ORLP). In 2008, the Department of the Interior (DOI),

which includes NPS, promulgated regulations (43 Code of Federal Regulations "CFR" Part 46) to establish procedures applicable to DOI bureaus and offices for complying with the National Environmental Policy Act (NEPA). In addition, NPS Departmental Manual (DM) Chapter 12, Part 516 provides supplementary requirements for implementing the DM that are specific to the NPS. It delegates certain responsibilities related to NEPA and establishes actions that normally require preparation of NPS-specific Categorical Exclusions (CEs). NPS, therefore, is the NEPA Responsible Entity (RE) who would be responsible for the NEPA portion of project approval.

A federal action may be "categorically excluded" from a detailed environmental analysis if the federal action does not, "individually or cumulatively have a significant effect on the human environment" (40 CFR 1508.4). The reason for the exclusion is generally detailed in National Environmental Policy Act (NEPA) procedures adopted by each federal agency. The proposed project is likely to meet the qualification for a Categorical Exclusion under 43 CFR Part 46 and Chapter 12, Part 516 of the NPS Department Manual under Section 3.3 (Categorical Exclusions for Which Documentation is Required)(F)(5) for actions related to grants for the construction of new facilities within an existing park recreation area. Additionally, in the event that an action which normally would be classified as a CE but involves unusual circumstances, NPS and OGALS require that appropriate environmental studies are conducted to determine whether a categorical exclusion is proper. Unusual circumstances include actions that involve: (a) Significant environmental impacts; (b) Substantial controversy on environmental grounds; (c) Significant impact to properties protected under Section 106 of the National Historic Preservation Act; or (d) Inconsistencies with any Federal, State or local law relating to environmental impacts.

Immediately upon receiving Authorization to Proceed, MIG will provide the City with a data request for any background materials and data needed for the CE. MIG will use existing reports and documents, historical records, technical studies, engineering drawings, consultations with City staff, previous work products prepared for this project, and familiarity with the project area to establish baseline conditions and project characteristics. MIG will conduct an initial site visit for orientation to the project boundaries, site conditions, constraints, and environmental setting. This site visit will be done concurrently with the biological resources field survey proposed in Task 2.14 below. After the site visit, MIG will prepare documentation necessary to support a determination that the proposed project would qualify for a CE under NEPA, as an activity listed under 43 CFR Part 46 and Chapter 12, Part 516 of the NPS Department Manual. MIG will prepare the CE using NPS Form 10-904 (Application and Revision Form or "A&R") Section 3.0(C) (Site Information – Environmental Resources Survey). MIG will provide an administrative draft and final CE in electronic form. Although the NEPA portion of the project cannot be approved until the Section 106 documentation is finalized, MIG will produce administrative draft NEPA documents for review by the City prior to finalization of the Section 106 documentation. Finally, the NEPA documentation will be produced simultaneously with the technical documents described in the tasks below.

Deliverable:

- *Draft Categorical Exclusion documentation*
- *Final Categorical Exclusion documentation*

2.12 NEPA Section 106 Initiation

2.12.01 Section 106 Initiation

Within 6 weeks after receiving Authorization to Proceed, MIG will initiate Section 106 Consultation with the Grant Manager (OGALS) and the California Office of Historic Preservation (SHPO) via an initiation letter. The letter will propose a description of the undertaking, define the indirect and direct Areas of Potential Effects (APE), outline level of ground disturbance required for the project, propose a list of consulting parties, and include resumes for key cultural resources staff associated with the project. The purpose of this letter is to let SHPO know about the project and receive feedback on the contents of the letter. MIG will prepare the letter and attachments for the City to submit to OGALS, who are acting as the Federal Agency and who will in turn submit the letter to the SHPO. Per Section 106 regulations and the SHPO process, they will respond with questions or acknowledgement within 30 days of receipt. Note that this timeframe does not account for any discussion or revisions requests from OGALS.

Deliverable:

- *Section 106 initiation letter to OGALS*

2.12.02 Section 106 Consultation with Local Entities

After the City receives a response from SHPO on the initiation letter, MIG will prepare consultation letters and materials for identified consulting or interested parties. The City will be responsible for sending the letters and receiving responses. Consulting parties are allowed 30 days to comment. Note that this task does not include Native American outreach or formal consultation with Federally Recognized Tribes. The purpose of this letter is to allow local entities, such as historical societies, museums, or preservation groups, to provide the City and SHPO with information about potential historical resources and let the agencies know that they would like to be included in future Section 106 documentation or consultation efforts. After the consultation period is complete, MIG will review and combine any comments received in a Finding of Effects (FOE) document outlined in Task 2.12(c) below.

Deliverables:

- *List of consulting parties and contact information*
- *Template consultation letter for the City*

2.12.03 Historic Resources Evaluation Report (HRER) and Finding of Effect (FOE)

MIG will prepare an HRER and FOE report that incorporates the findings from the combined Cultural Resources Technical Report and Native American outreach letters necessary to support a determination that the proposed project would not adversely affect historical resources, as defined under Section 106 of the National Historic Preservation Act, as amended, and therefore qualifies for a Categorical Exclusion under NEPA. The report will outline documentation and outreach efforts conducted to identify historic properties, the resulting analysis and findings, and whether or not the project activities would result in adverse effects to historic properties. MIG will prepare the report and content for a cover letter and submit to the City to distribute to OGALS. The SHPO requires a minimum of 30 days to respond with comments, requests for additional information, or concurrence. This task includes up to two (2) meetings with OGALS or SHPO to discuss the contents of the submittal.

Deliverables:

- *Draft combined HRER/FOE report*
- *Final combined HRER/FOE report*
- *Up to two (2) meetings with OGALS/SHPO*

2.12.04 Cultural Resources Assessment

MIG will prepare a cultural resources technical report to provide baseline documentation of the project site prior to initiating Section 106 consultation. The report will outline any identified historical resources within the project area that includes a buffer around the project site. A qualified archaeologist will conduct a pedestrian survey of the site and findings will be incorporated with an assessment of above ground resources (built resources) by an architectural historian into the combined technical report. The analysis and conclusions therein will support preparation of a Fending of Effects (FOE) document for Section 106 as outlined under Task 2.12(c), the Categorical Exemption under NEPA, and the issuance of any grading permits by the City.

The archaeological survey will include an archaeological and historical records search through the California Historical Resources Information System at Cal State Fullerton, a Sacred Lands File search from the Native American Heritage Commission, and a field inspection of the project site. The archaeologist will also conduct outreach to Native American individuals or entities regarding the potential for historical resources or sites that might include the project site. These letters and responses will be appended to the Final report. Upon review and one round of revisions on the assessment by the City, a combined cultural resources report shall be submitted to the Planning Division for compliance verification and appended to the FOE document submitted to OGALS and SHPO.

Deliverables:

- *Draft Cultural Resources Assessment report*
- *Final Cultural Resources Assessment report*
- *Appendix of Tribal Outreach Letters and Responses*

Task 2.12 Assumptions:

- *This scope of work does not include archaeological monitoring or provisions in case of discovery during construction. This contract may be amended to include those services as desired.*
- *The Cultural Resources Assessment task includes one site visit by a qualified archaeologist to conduct the pedestrian survey.*
- *The Cultural Resources Assessment task does not include a site visit by a qualified architectural historian. It is assumed that no historical resources (built) are included within the project site and buffer. If evidence arises that indicates historical resources are present, a site visit may be required and can be scoped as an amendment to the contract.*
- *It is understood that if cultural resources (archaeological or built) are identified within the project area, that may impact the level of NEPA review required.*
- *MIG assumes that we may combine the HRER and FOE into a single document and are not aware of any OGALS templates required for submittal. If the documents must be*

separated or require specific information and goes beyond the description of information included under task 2.12(b) then an amendment to the contract may be required to accommodate those stipulations.

- *MIG assumes the project will result in no adverse effects to historical resources. If effects are identified through consultation with OGALS or SHPO, additional scope may be required to coordinate further with the associated agencies and the design team to resolve adverse effects.*
- *It is understood that OGALS or SHPO will conduct government to government consultation with Federally recognized tribes and that task is not included in this scope of work.*

2.13 General Biological Resources Assessment

Due to the project's potential to contain or be located near sensitive resources such as burrowing owl (Athene cunicularia), agencies are anticipated to require a General Biological Resources Assessment to ensure compliance with CEQA, NEPA, and ESA requirements. Prior to conducting a site visit, MIG biologists will review available background information pertaining to environmental resources in the vicinity of the project site to document potential sensitive habitats or special-status species that may occur there. Information that will be reviewed includes, but is not limited to, the following:

- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online system for federally listed, proposed, or candidate species that may occur on or near the project site;
- USFWS Critical Habitat for threatened and endangered species;
- California Department of Fish and Wildlife (CDFW) California Natural Diversity Data base (CNDDB) list of listed, proposed, candidate or sensitive species that may occur within a 9-quad search centered on the project site;
- USFWS National Wetland Inventory data base;
- California Native Plant Society (CNPS) data base;
- U.S. Department of Agriculture Natural Resources Conservation Service Soil Survey;
- Federal Emergency Management Agency floodplain data;
- Local planning documents; and,
- Any previous biological studies prepared in the vicinity of the project site and/or surrounding sites.

Following the review of existing biological data and regulatory information, MIG will conduct a reconnaissance-level field survey on the project site to confirm presence or absence of habitat and potential for special-status species identified in the desktop analysis and identify any other sensitive biological resources that may be subject to local, state or federal regulations. The project site will be assessed using standard survey techniques, including line transects and spot checking, for potential habitat for special-status species. The field survey will serve to document and map existing plant communities and wildlife habitat within the proposed project site and the potential for occurrence of special-status species and regulated biological resources. Plant communities and other potentially sensitive biological resources may be mapped using GPS or digitized from field maps into ArcGIS. Plant and animal species observed on-site during the survey will be recorded, and representative site photographs will be taken during the survey. The

field survey will also serve to verify the limits of natural resource mapping and information associated with background document/data base review.

Following the review of existing information and the field survey, MIG will prepare a General Biological Resources Assessment Report that documents the potential for sensitive biological resources to occur on the project site, such as those subject to regulation by a resource agency, requiring a permit or other formal authorization for any proposed impacts. The report will identify all biotic resources located on the site and those on adjacent parcels that could be impacted by the proposed development and will also identify mitigation measures designed to reduce or eliminate impacts to the identified resources. The report will be submitted along with the application for the proposed development.

Deliverable:

- *General Biological Resources Assessment report*

2.14 Burrowing Owl Survey and Report (Optional Task)

This task relies on the results of the previous task (Task 2.14) and is included as optional because burrowing owl (BUOW) surveys will only be required if suitable habitats are found on the project site. The project area lies in an area with suitable habitat for BUOW, and there are known occurrences of burrowing owl depicted in the California Natural Diversity Database (CNDDB) within 5 miles of the project site. If burrows or other structures that could support BUOW are present during the field survey, focused surveys will be required to be conducted during breeding season which extends from February 1 to August 31. Four (4) surveys spaced evenly throughout the breeding season, with at least one between February 1 and April 15th, are required to determine if BUOW are occupying the project site. Surveys will be conducted in concurrence with the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, 2012). A report will be prepared to document the results of this survey.

Deliverable:

- *Draft Burrowing Owl report.*
- *Final Burrowing Owl report*

Task 4: Schematic Design

4.07 Development Design Review / Project Entitlement

The MIG Team will prepare one (1) Pre-Development Design Review package and one (1) project presentation for a Development Advisory Committee (DAC) review. The MIG Team will incorporate Pre-Development comments received and prepare and submit up to two (2) Development Design Review (DDR) packages for DAC review and project entitlement approval.

As part of this task and in support of the DDR submittal requirements, the MIG Team will prepare the following items:

- One (1) Parking Memorandum in lieu of a Parking Study. The MIG Team will incorporate City comments for up to two (2) reviews and resubmit.
- One (1) Drainage Memorandum
- Autoturn Exhibits
- BMP Design and Worksheet

- Sewer Report

Deliverable:

- *Attendance of one (1) Pre-Development DAC/DDR meeting.*
- *Attendance of two (2) DAC/DDR meetings*
- *Attendance of three (3) Design Team Meetings with City.*
- *Preparation, submittal and sharing of up to two (2) DAC/DDR packages*
- *Parking Memorandum and up to two (2) Revisions*
- *Autoturn Exhibits for up to two (2) parking lots*
- *Sanitary Sewer Report for Phase 2*

Agreement No. A-8248

Campus Park Design/Activation Project (RFP #PW 20

Proposed Professional Service Fee Additional Service

12-Aug-24

Rates and Cost Exhibit B-1

		MIG Team - Additional Service Request						
		MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	**Professional Fee Totals**
Task 1: Project Management								
1.01	Kickoff Meeting with City's Project Team	$ -		$ -	$ -	$ -	$ -	$ -
1.02	General Project Management	$ -		$ -	$ -	$ -	$ -	$ -
1.03	Regular Meetings with City of Oxnard	$ 6,912.50		$ -	$ -	$ -	$ -	$ 6,912.50
1.04	Monthly Billing Invoice & Status Reports	$ -		$ -	$ -	$ -	$ -	$ -
1.05	Coordination and Management of Subconsultants	$ -		$ -	$ -	$ -	$ -	$ -
1.06	Quality Assurance/Quality Control Measures	$ -		$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 6,912.50	$ -	$ -	$ -	$ -	$ -	$ 6,912.50
Task 2: Preliminary Investigation								
2.01	Data Gathering	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.02	Geotechnical Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.03	Topographic Survey	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.04	Arborist Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.05	CEQA Compliance Review	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.06	Mapping and Utility Investigation	$ -	$ 4,080.00	$ -	$ -	$ -	$ -	$ 4,080.00
2.07	Additional Geotechnical Investigation	$ -	$ -	$ 6,450.00	$ -	$ -	$ -	$ 6,450.00
2.08	Aircraft Hazard and Land Use Assessment	$ 4,080.00	$ -	$ -	$ 24,000.00	$ -	$ -	$ 28,080.00
2.09	Fire Flow Testing	$ 700.00	$ -	$ -	$ -	$ 6,300.00	$ -	$ 7,000.00
2.10	NEPA Categorical Exclusion	$ 12,500.00	$ -	$ -	$ -	$ -	$ -	$ 12,500.00
2.11	NHPA Section 106 Coordination/Compliance	$ 18,084.00	$ -	$ -	$ -	$ -	$ 11,090.00	$ 29,174.00
2.12	General Biological Resources Assessment	$ 8,035.00	$ -	$ -	$ -	$ -	$ -	$ 8,035.00
2.13	Burrowing Owl Survey and Report (Optional Task)	$ 12,915.00	$ -	$ -	$ -	$ -	$ -	$ 12,915.00
	Subtotal	$ 56,314.00	$ 4,080.00	$ 6,450.00	$ 24,000.00	$ 6,300.00	$ 11,090.00	$ 108,234.00
Task 3: Community Engagement								
3.01	Stakeholder Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.02	Develop Community Outreach and Facilitation Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.03	Initiate Multimedia Campaign	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.04	Youth/Corps Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.05	Community Workshops - Round 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.06	Community Workshops - Round 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.07	Community Workshops - Round 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 4: Schematic Design								
4.01	Kickoff Design Workshop with City's Project Team	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.02	Prepare Conceptual Design Alternatives (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.03	70% Design Workshop with City's Project Team	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.04	Prepare 70% Schematic Design Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.06	Prepare 100% Schematic Design Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.07	Prepare and Submit Development Design Review/Project Entitlement	$ 14,742.50	$ 37,438.75	$ -	$ -	$ -	$ -	$ 52,181.25
	Subtotal	$ 14,742.50	$ 37,438.75	$ -	$ -	$ -	$ -	$ 52,181.25
Task 5: Design Development								
5.01	Coordinate CEQA Compliance Documentation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.02	Prepare 50% Design Development Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5.04	Prepare 100% Design Development Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Agreement No. A-8248

Campus Park Design/Activation Project (RFP #PW 20-95)

Proposed Professional Service Fee Additional Service

12-Aug-24

	MIG Team - Additional Service Request						
	MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	**Professional Fee Totals**
Task 6: Final PS&E							
6.01 Prepare 90% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.02 Prepare 100% Construction Documents Package	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 7: Construction Phase Support							
7.01 Pre-Construction Meeting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.02 Bi-Weekly Construction Meetings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.03 In-House Field Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.04 Nursery Visits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.05 Pre-Punch Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.06 Punch List Job Walk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.07 Record Drawings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL LABOR	$ 77,969.00	$ 41,518.75	$ 6,450.00	$ 24,000.00	$ 6,300.00	$ 11,090.00	**$ 167,327.75**
TOTAL DIRECT COSTS	$ 11,359.42	$ -	$ -	$ -	$ -	$ 1,638.60	**$ 12,998.02**
TOTAL CONTRACT AMOUNT							**$ 180,325.77**

Public Project Agreement PW 20-95, Construction Management Services Agreement PW 26-65, and Professional Service Agreement Amendment for Campus Park Activation Project, Specification No. PW 20-95

City Council
May 5, 2026

Jennie Ibanez
Sr. Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $16,047,872.63 in Project funds for the Campus Park Activation Project, Specification No. PW 25-43;

2. The Mayor to execute an Agreement with Urban Habitat, in the amount of $12,688,141.43 for the Project and a Project contingency amount of $1,268,814.00 (~10%) with Urban Habitat for a total not to exceed value of $13,956,955.63 for the Project;

3. A project allocation amount of $2,080,217 (~16%) for engineering, inspection, survey, construction management, and project management for the Project;

RECOMMENDATION

4. The Mayor to execute Agreement 32600464 with Fillippin Engineering, Inc. in the amount of $1,780,217.00 for professional construction management, inspection, materials testing, grant administration, and public outreach services for the Project;

5. The Mayor to execute a Fourth Amendment to Agreement A-8248 with Moore, Iacofano, Goltsman, Inc. in the amount of $10,700.00 for a new not-to-exceed amount of $1,290,964.52 and extend the term to December 31, 2027, to perform landscape architecture and design construction support services for the Project; and

6. A Project budget appropriation of $299,727.00 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) available fund balance to the Campus Park Activation Project (C2104), as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

BACKGROUND

The Campus Park Project represents a multi-phased capital investment in the City's adopted Capital Improvement Program (CIP) and is organized into three distinct but interrelated CIP projects:

1. Phase I- Campus Park Activation
2. Phase II-Campus Park
3. Phase III-Campus Park

BACKGROUND

- Phase I constitutes the core park development and includes the primary infrastructure and amenities necessary to activate the site for public use.

- Phase II and Phase III build upon this foundation by adding complementary improvements, expanded amenities, and enhancements that further realize the full buildout of Campus Park as envisioned in the CIP

- Collectively, these phases implement the City's long-term vision to transform ~26 acres of public land into a vibrant, inclusive, and nature-based community destination reflective of Oxnard's culture, identity, and recreational needs (shown in next slide master plan buildout)

Master Plan

1. Walking Path
2. Alluvial Wash
3. Recreation Core
4. Multi-Purpose Lawn
5. Inclusive Playground
6. Pavilion
7. Pelota Mixteca
8. Meadow
9. Community Garden
10. Restroom
11. Dog Park
12. Airplane Viewing Mound
13. Cultural Garden
14. Entry Garden
15. Community Gateway

BACKGROUND

- The work is tentatively scheduled to begin in June of 2026 and continue for 260 working days.

- Staff will work closely with the Fremont South, Fremont North, and Wilson Neighborhood Councils, Friends of Campus Park, and residents impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

DISCUSSION

- Although originally programmed as separate projects for funding and planning purposes, the design of Campus Park has advanced in a coordinated and integrated manner. As a result, the currently completed design documents incorporate improvements spanning the Activation Phase, Phase II, and Phase III.

- To maximize construction efficiency, reduce mobilization costs, and streamline project delivery, City staff has bundled all currently designed and funded improvements into a single set of engineering plans that were bid together.

DISCUSSION

Phase 1

1. Walking Path
2. Alluvial Wash
3. Recreation Core
4. Multi-Purpose Lawn
5. Inclusive Playground
6. Pavilion
7. Pelota Mixteca
8. Meadow
9. Community Garden
10. Restroom
11. Existing Dog Park
12. Community Gateway

- To improve cost-effectiveness and minimize redundant construction activities, Phase I construction has been expanded to include select improvements that were originally planned under later phases, but are fully designed and funded at this time.
- These elements include: full buildout of the community garden (rather than a partial), enhanced playground amenities, shade structures, bicycle parking, expanded walking paths, additional seating areas, and increased multi-use lawn space.

DISCUSSION

- Phase II & III, to be designed and constructed at a later date consistent with their grant requirements, are intended to expand upon Phase I improvements and include:
  - Airplane Viewing Mound
  - Entry garden
  - Dog park
  - Community orchard
  - Cultural Garden
  - Rainwater Capture Elements
  - Shade Trees
  - Additional trails, restrooms, interpretive signage
  - Expanded Landscaping and Hardscaping
  - Supporting Facilities

DISCUSSION - CONSTRUCTION

- Notice Inviting Formal Bids (NIFB) was published on December 11, 2025, in a local newspaper (Vida),
- Also published in multiple online platforms and bid boards.
- Directly distributed to 69 contractors who have registered with the City.

Bids were opened on February 04, 2026. The City received five bids:

Urban Habitat:	$12,688,141.63
Los Angeles Engineering, Inc:	$14,768,200.00
Toro Enterprises:	$16,081,757.25
Environmental Construction, Inc.:	$16,485,282.48
Ardalan Construction Company, Inc.:	$19,697,574.00

DISCUSSION - CONSTRUCTION

- The lowest bidder was Urban Habitat (Urban) and its bid is responsive to the City's NIFB.
- Following this determination, procurement staff reviewed all documentation received from Urban and its subcontractors.
- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project.
- Staff recommends that the City Council award the contract for this Project to Urban Habitat.

DISCUSSION - CONSTRUCTION

- The base bid of this project included the work items to construct a skatepark, pump track, walking paths, an alluvial wash, multipurpose laws, an inclusive playground, a pavilion, a pelota Mixteca court, meadows, a community garden, a pre-fabricated restroom, landscaping and lighting throughout

- Additionally, the bid packet requested pricing from bidders on possible additive items. These items were items that, at the time of putting out the bid packet, staff was not certain would be possible due to the identified project funding.

DISCUSSION - CONSTRUCTION

- There were a total of 8 additive items. Additive items 1-8 were for the Pavilion Shade Structure and Foundations, Shade sails, and Foundations at the Skate Park, additional playground equipment, and the synthetic resilient surfacing at the playground.

- Staff recommends that the City Council award a construction contract to Urban Habitat that includes the base bid and all additive items.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- To ensure success, a project of this scale and complexity requires full-time field management, engineering, materials testing, grant administration, public outreach, inspection oversight and cultural resource monitoring.

- To accomplish this, the Public Works Department solicited for a professional consultant with well-documented construction management experience.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- The current and planned City staff workload is such that contracted resources are recommended to properly manage the construction phase of this project.

- All City project managers currently have full workloads, and their available time resources would likely be insufficient to manage the construction of this project at the level of attention it requires.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- The consultant is tasked with providing comprehensive construction management services, including full-time oversight, coordination, scheduling, and cost control, acting as the City's representative throughout construction.
- Firm will deliver inspection and materials testing to ensure all work complies with plans, specifications, and applicable standards.
- Services will also include Native American monitoring to ensure compliance with cultural resource requirements and regulatory protocols during ground-disturbing activities as required by the project's CEQA documents.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- The consultant will also support public outreach efforts, including construction notifications and stakeholder coordination.
- The firm will provide grant administration services, ensuring compliance with state and federal funding requirements, tracking eligible costs, and supporting reporting and reimbursement processes.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- The request for proposals (RFP) for the project was published on January 5, 2026, and was due on February 09, 2026.

- The City received four proposals, and three were deemed complete and responsive.

- These proposals were then reviewed by three staff members, consisting of a Grant Management and Budget Administrative Analyst, a Senior Project Manager, an Engineering Division Manager

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

Proposals were scored using the following criteria:

- Company Profile and Qualifications
- Assigned Staff Experience
- Relevant Project Experience
- Project Approach, Understanding, and Level of Effort
- References

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES 21

- After a thorough review, Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the project.
- This selection was based on the firm's extensive construction management experience, including successful completion of other City projects, as well as an understanding and familiarity of the Engineering Division's needs, and dedicated local staff presence.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES

- The budget appropriation of $299,727.00 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) is required to fund professional services costs that are not eligible for grant reimbursement.

- Staff recommends that the Mayor execute Agreement 32600464 with Filippin Engineering in the amount of $1,780,217.00 for professional construction management, inspection, materials testing, grant administration, and Public Outreach services for the Project.

DISCUSSION –MOORE, IACOFANO, GOLTSMAN, Inc. (MIG) CONTRACT AMENDMENT

- On June 4, 2019, the City Council authorized submission of an $8.5 million Statewide Park Development and Community Revitalization Program (SPP) grant application for the Campus Park Activation Project
- The City was subsequently awarded the grant on February 20, 2020, and entered into a professional services agreement with Moore, Iacofano, Goltsman, Inc. (MIG) to provide landscape architecture and engineering design services, cost analysis, and preparation of plans and specifications.
- Six community workshops shaped the conceptual design and overall project vision.

DISCUSSION –MOORE, IACOFANO, GOLTSMAN, Inc. (MIG) CONTRACT AMENDMENT

DISCUSSION –MOORE, IACOFANO, GOLTSMAN, Inc. (MIG) CONTRACT AMENDMENT

DISCUSSION –MOORE, IACOFANO, GOLTSMAN, Inc. (MIG) CONTRACT AMENDMENT

- As the project transitions into implementation, additional professional services are required to support continued design refinement, supplemental surveying, and field verification activities necessary to advance the project into construction.
- Further coordination is also required due to the Aquifer Storage and Recovery (ASR) Well capital project, which has introduced the need for minor revisions to the civil and landscape plans.
- An amendment to MIG's contract is required to incorporate Additional Service Request No. 4 to address these design revisions and associated coordination efforts during construction.
- Public Works staff recommends the City Council execute a Fourth Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of $10,700.00 to perform landscape architecture and design construction support services.

FINANCIAL IMPACT

Total cost for the Project is **$16,047,872.63** which includes:

- Agreement 32600390 with Urban Habitat in the amount of **$12,688,141.63**
- Contingency of **$1,268,814.00(~10%)**
- Amendment to MIG, Inc. contract A-8248 in the amount of **$10,700.00**
- Engineering, inspection, survey, construction management, and project management (EISPM) of **$2,080,217.00 (~16%)**
  - Includes the cost of the Filippin contract

FINANCIAL IMPACT

- This project is funded by a combination of local and external funding sources distributed across the three CIP phases:
  - Multiple State and local grant programs
  - Federal grant programs
  - Development Impact Fees (DIF)
  - General Fund Contributions (future phases)
- Use of these funds is subject to grant requirements, including eligible cost categories, implementation timelines, and reporting obligations.

Activation Project (Phase I) Funding

- Phase I is primarily funded through State and Federal grant programs, including the Statewide Park Development and Community Revitalization Program (SPP) and the federal Outdoor Recreation Legacy Partnership Program (ORLP).

- The project currently has an available balance of $13.36 million for the Activation Project (Phase I).

Phase II Elements Funding

- Phase II primarily funded through State grant programs, including the Urban Greening Grant Program and from the General Fund (101).
- The project currently has an available balance of $3.97 million for Phase II, with $3,479,253 from the State Grants Fund (210) and $500,000 from the General Fund (101).

Phase III Elements Funding

- Phase III is primarily funded through the Clean California Local Grant Program (CCLGP) Cycle 2.
- The project currently has an available balance of $3,434,00 for Phase III.

FINANCIAL IMPACT

- The total available project budget balance for the Campus Park Project from all funding sources is $21,067,473.00

- The total cost for the Campus Park Activation Project is $16,047,872.63 which includes the construction, construction management agreements, design contract amendment, project contingency and project allocation.

- A budget appropriation of $299,727.00 from the Local Development Impact Fees Fund (350, subfund 8020, Parks and Recreation Fee) is recommended to fund professional services costs that are not eligible for grant reimbursement

FINANCIAL IMPACT

- Once fully operational, Campus Park will result in ongoing maintenance and operational impacts to the Parks Division Operating Budget. Upon completion of the new park improvements, the City is anticipated to incur additional annual operating and maintenance costs estimated at $564,664.00. These costs reflect the resources necessary to maintain the new park facilities, landscaping, amenities, and associated infrastructure.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Channel Islands Harbor Water Quality Implementation Plan Phase 1 Approval.

RECOMMENDATION

That the City Council direct staff to proceed with Phase 1 activities of the selected non-structural, structural, and receiving water strategies as outlined in Table 2 in this staff report.

(The Public Works and Transportation Committee approved 3-0 on April 14, 2026 to approve the staff recommendation, with the direction of adding a pumping project to Table 2 under the "Receiving Water" category, and to forward the item for Council approval.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KVYFXkoCT7Y

BACKGROUND

The Channel Islands Harbor is an artificial harbor with abutting commercial and residential developments that include special financing districts Seabridge CFD, Westport CFD, Mandalay Bay WAD-Zone 1, and Harbour Island WAD-Zone 2 (collective "Harbor Districts"). The portion of Channel Islands Harbor north of the Channel Islands Boulevard bridge was created as a part of the development of these neighborhoods in order to provide the properties constructed within the developments the direct benefit of waterfront access. Subsequently, formation of the respective special districts listed above was required to fund costs associated with maintaining and managing the Harbor and its water quality. As specified in each district's Formation Documents, water quality remediation services are authorized services for each of the Harbor Districts; however, the City Council has previously authorized American Rescue Plan Act ("ARPA") funding, and State grant funds, to fund a report examining feasible options for addressing Harbor water quality conditions. Additionally, in 2022, the County of Ventura provided $1.3 million in funding for the implementation of Harbor water quality mitigation measures.

In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water. This is presumably related to the bacterial decomposition of algae during warm weather conditions. The bloom and subsequent low oxygen event may have been caused by the changes in the Harbor water circulation that occurred after the Mandalay Power Generating Station was decommissioned on March 29, 2018, as mandated by the California State Water Resources Control Board. Since the 2018 bloom and low oxygen event, the Harbor has not seen another event of that magnitude.

Since then, the City of Oxnard ("City"), the County of Ventura ("County"), and residents of the Channel Islands Neighborhood Council's ("CINC") Marine Advisory Committee ("MAC") have organized efforts to address water quality issues in the Harbor.

As a part of these efforts, a substantial amount of water quality data was gathered by MAC volunteers to assist with identifying key contaminants and potential sources of contamination within the Harbor. This testing was performed in

accordance with a Los Angeles Regional Water Quality Control Board ("LARWQCB") required Quality Assurance Project Plan ("QAPP") which describes key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals. This data gathering effort and identification of stakeholders has provided the foundation for the City-led effort to develop a report to examine options for improvements to Harbor water quality conditions and circulation.

On February 24th, 2024, the City Council approved the contract with Craftwater Engineering (Craftwater) for the development of a series of reports detailing a list of potential mitigation measures to address Harbor water quality and circulation challenges, evaluate their potential feasibility, and develop a plan for implementing those measures which were deemed the most effective. Most notably, this included a detailed Implementation Plan intended to guide future project implementation aimed at addressing Harbor water quality and related issues. Since June 2024, Craftwater and City staff have met with various stakeholder groups both individually and in group settings to gather information on local concerns, provide updates on the project, and collaborate on the creation of the mitigation measures and evaluation metrics (see attached list of meeting dates and participants). Further stakeholder input was solicited on the draft and final implementation plan which proposes a specifically phased approach toward the implementation of a variety of non-structural, structural, and receiving water/circulatory plans.

DISCUSSION

Initial Analysis:

Craftwater Engineering has provided its recommendations for priorities and projects based on the results of its technical research, review of the water sample data, and the feasibility study. Staff's recommendation is for a variation of Craftwater's recommendation and this staff report has been written to outline how staff have arrived at our recommendations. In order to fully understand the recommendations of this staff report, it is important to provide the primary Study goals and objectives. These include:

- Addressing water circulation and quality issues to meet a reasonable standard that supports appropriate Harbor beneficial uses for residents and the public.
- Providing pollutant source control and/or treatment options for the Harbor drainage area to improve dry- and wet-weather discharge input quality.
- Preparing a prioritized and phased Implementation Plan structured to provide a roadmap for viable projects, including costs and potential funding sources.

These are fully defined within the attached Goals and Objectives Memo (Attachment 1). To develop these goals and objectives, Craftwater compiled and analyzed more than 25 years of in-Harbor and source point data, coordinated with various stakeholders and interested parties, and used industry-standard modeling and analyses. This data guided the creation of mitigation measures that were identified as the most effective methods of addressing the Harbor's most acute problems. Special attention was given to the overall trends over time and the closure of the Mandalay Generating Station (MGS). It is important to note that during the review of the data, Craftwater found that no notable observations were made indicating changes in exceedances of constituents at discharge sites before and after the decommissioning of the MGS, which suggests any observed degraded water quality in the Harbor following the MGS decommissioning is primarily a result of decreased circulation. Furthermore, the Los Angeles Regional Water Quality Board and California Coastal Commission provided invaluable guidance on potential conditions for the approval of any in-Harbor project.

Image 1 below depicts the total area considered by this study and will include the location of any recommended mitigation measures.

Image 1: Channel Islands Harbor Watershed

After this analysis, Craftwater identified the following constituents of concern (Table 1) within the Edison Canal and the Harbor. Discharge points were identified as specific points of concern as contributors to these constituents, particularly for pesticides. Efforts to address these constituents and water quality conditions, particularly in areas with poor circulation in the Harbor, were identified as a focus of mitigation strategies. Total Nutrients and Bacteria (specifically Enterococcus) were also noted as concerns. However, these are considered subordinate to the overall impact of the other constituents.

Table 1

Constituent of Concern	Category	Reason for Identification	Potential Sources
Bifenthrin	Pesticide	Magnitude of Exceedances/ Toxicity to Aquatic Wildlife[1]	Agricultural/Landscape Runoff
Permethrin	Pesticide	Magnitude of Exceedances/ Toxicity to Aquatic Wildlife[1]	Agricultural/Landscape Runoff
Copper	Metals	Magnitude of Exceedances/ Toxicity to Aquatic Wildlife[1]	Urban runoff, anti-fouling boat paint, and aerial deposition
Low Dissolved Oxygen	Eutrophic Conditions	Overall indicator of water quality and circulation	Poor Mixing/Circulation

[1] Exceedances were measured against total Water Quality Objectives as defined by the Los Angeles Region (Region 4) Basin Plan, references used for 303(d) listing decisions (impaired water bodies), the EPA's "California Toxics Rule," and the California Department of Fish and Wildlife.

Constituents of Concerns and Stakeholder Input:

With constituents of concern and their primary sources identified, next steps were to involve the broader stakeholder community in the development of potential mitigation strategies that would address the identified concerns effectively. The following groups were identified in the outreach efforts:

- Channel Islands Neighborhood Council - Marine Advisory Committee (MAC)
- Ventura County Farm Bureau
- Farmers/Agricultural Landowners within the watershed area
- Mandalay Generating Station and Edison Canal Landowners
- Non-Special Districts Division City Staff
- Ventura County Public Works Department Staff

These groups were invited to the regular update meetings, as well as individual outreach sessions held throughout 2024 and 2025. Additionally, all of these groups were provided multiple opportunities during each phase of the study process to view and provide feedback for each Craftwater work product. The MAC group provided the most consistent attendance and feedback amongst all of the stakeholder groups. Ventura County Farm Bureau provided valuable perspective on behalf of agricultural interests and provided a conduit to local farmers and landowners immediately adjacent to the Edison Canal and Harbor. Individual meetings with City of Oxnard departments and divisions (e.g. Public Works Engineering, Environmental Resources, and Wastewater), which would have exposure to or be responsible for the implementation of certain mitigation measures, were also held to allow City staff to inform the projected feasibility of specific structural and non-structural programs.

Stakeholder feedback was valuable in the assessment of the potential mitigation measures, that included projected implementation challenges. For example, the Farm Bureau recommended that the report limit recommendations for mitigation strategies considered to be duplicative of already existing agriculture industry efforts. Conversely, the MAC group provided feedback suggesting projects containing circulation improvement components be prioritized.

With the stakeholders identified and the problem well-defined, Craftwater developed a list of possible mitigation strategies which would address the constituents of concern through multiple methodologies. Methodologies are separated into three categories labeled **Non-Structural, Structural, and Receiving Water**.

- **Non-Structural strategies** generally involve education programs and procedural methods that the City may implement internally through existing departments, contracts, or maintenance efforts.
- **Structural strategies** involve the construction of structural “Best Management Practices” (BMPs) at specific points within the watershed to physically treat runoff prior to reaching the Harbor. Three distinct types of Structural BMPs were evaluated as part of the Study’s approach: Filtration BMPs, Infiltration BMPs, and Agricultural Runoff Treatment Systems.
- **Receiving Water strategies** primarily focus on improving water quality through reducing residence time and increasing overall circulation once water has been “received” into the Harbor body itself. Increased in-Harbor circulation improves water quality by increasing mixing, which subsequently dilutes in-Harbor pollutant concentrations.

At this point of the study, the MAC group provided additional input reiterating that the mitigation strategies that addressed circulation were not being prioritized highly enough. Craftwater and City staff made direct attempts to address these concerns through the implementation of a weighted category project evaluation approach in collaboration with the MAC group to address these concerns. This methodology can be seen within pages 10 through 15 of the Craftwater Implementation Plan report (Attachment 2).

Approach to Strategy Selection:

The primary purpose of this weighted approach was to show that depending upon the highest chosen priority, different mitigation strategies will score higher than others that are more closely aligned with other priorities. For example, if circulation is chosen as the overall highest priority (Option A), then the strategies which include resuming pump operations or extending the Edison Canal, rise to the top of the recommended strategies to be pursued. However, prioritizing circulation subsequently de-prioritizes the cost and the implementation challenges. For this reason, staff is recommending the Balanced Approach (Option C) as is generally described on page 16 of the Implementation Plan (Attachment 2). Score weights within the Balanced Approach (Option C) are shown within Image 2.

Maximize Water Circulation/Quality - Option A

- Water Circulation/Water Quality: 75%
- Cost: 15%
- Implementation Considerations: 5%
- Timeline: 5%

Cost Efficiency - Option B

- Cost: 65%
- Water Circulation/Water Quality: 20%
- Implementation Considerations: 10%
- Timeline: 5%

Balanced Approach - Option C

- Cost: 45%
- Water Circulation/Water Quality: 45%
- Implementation Considerations: 5%
- Timeline: 5%

Image 2: Category Weighting by Priority

Non-Structural and Structural strategies consistently rose to the top under each weighting scenario, including staff's recommended Balanced Approach (Option C). It is extremely important to note that large scale circulation strategies (Receiving Water) are not prioritized under the Balanced Approach. This is due to a combination of factors including: high regulatory risks, costs, and are primarily located in areas of shared regulatory jurisdiction and land ownership. All of these concerns lower the overall feasibility of these strategies and subsequently have led to their exclusion from the Balanced Approach. However, specifically due to MAC input and staff's recognition of the potential long-term need for circulation improvements, staff is ultimately recommending and Craftwater has provided for the inclusion of a Receiving Water strategy as a part of the final Implementation Plan recommendation for Phase 1 of strategy implementation.

With the inclusion of a Receiving Water strategy, there are specific mitigation strategies identified from each of the three strategy categories, Non-Structural, Structural, and Receiving Water, providing a comprehensive approach to the recommended implementation efforts. The Detailed Implementation Plan (Attachment 3 to this staff report, Appendix B to the Craftwater Implementation Plan report) provides specific implementation details for proposed strategies recommended from the Balanced Approach.

In an effort to more efficiently use the limited funds that are currently available to the City to take projects/programs to the next step(s), staff is not recommending the entire list of strategies that are identified within the Option C approach. Staff is specifically choosing to limit the proposed Non-Structural strategies to those which correspond to the recommended structural strategies and exhibit synergy with existing City programs. Strategies that duplicate efforts being provided by outside parties (such as agricultural outreach and training) are also not being recommended for inclusion to further limit the impact on available funding. However, Non-Structural approaches to water quality management are very important to the overall approach as regulatory bodies such as the California Coastal Commission and Regional Water Quality Control Board will require the demonstration of a comprehensive approach to total pollutant load reduction prior to permitting the construction of any large Receiving Water strategy. Finally, in recognition of the breadth of the recommended strategies, Craftwater and Staff are recommending a phased plan for their implementation. Even after narrowing the total number of recommended mitigation strategies, the scale and cost of this effort requires an approach which breaks implementation into smaller component pieces. The following section of this report summarizes the proposed Phase 1 implementation of the recommended mitigation strategies.

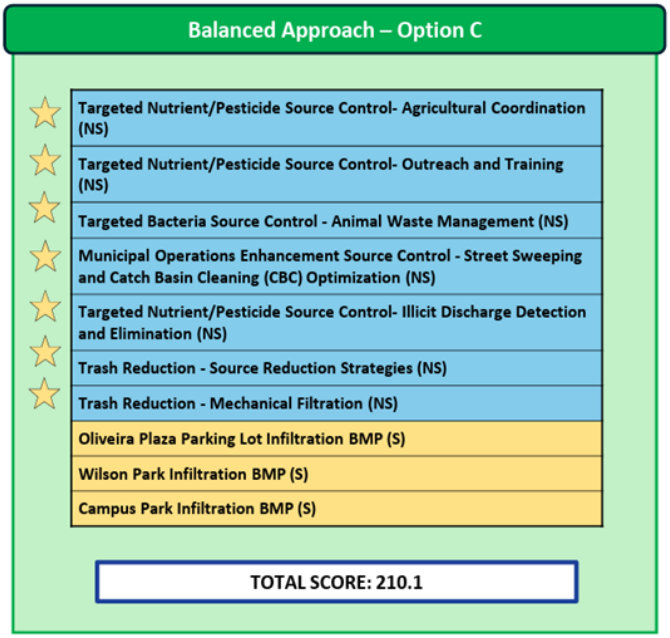


Image 3: Balanced Approach - Option C, the listed projects are those which scored highest using the balanced approach score weighting

Phase 1 Implementation Recommendations:

Below are the Public Works and Transportation Committee's recommended strategies organized by category:

Table 2

Non-Structural	Projected Pollutant Load Reduction[1]	Structural	Projected Pollutant Load Reduction[1]	Receiving Water	Projected Residence Time Reduction[2]
Targeted Nutrient/Pesticide Source Control - Agricultural Coordination	62%	Wilson Park Infiltration BMP	10%	Passive Edison Canal Connection	73%
Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning Optimization	49%	Oliveira Plaza Parking Lot Infiltration BMP	27%	Edison Canal Pump Resumption*	**
Targeted Nutrient/Pesticide Source Control - Illicit Discharge Detection and Elimination	27%	Agricultural Runoff Treatment System	1%		
Trash Reduction - Mechanical Filtration	11%				

[1] Load reduction is defined as the expected reduction in pollutant load being treated by the strategy that would otherwise enter the Harbor.

[2] Residence Time Reduction is defined as the expected reduction in average residence time of water within the Harbor.

* This option has been added as it was included within the PWTC motion.

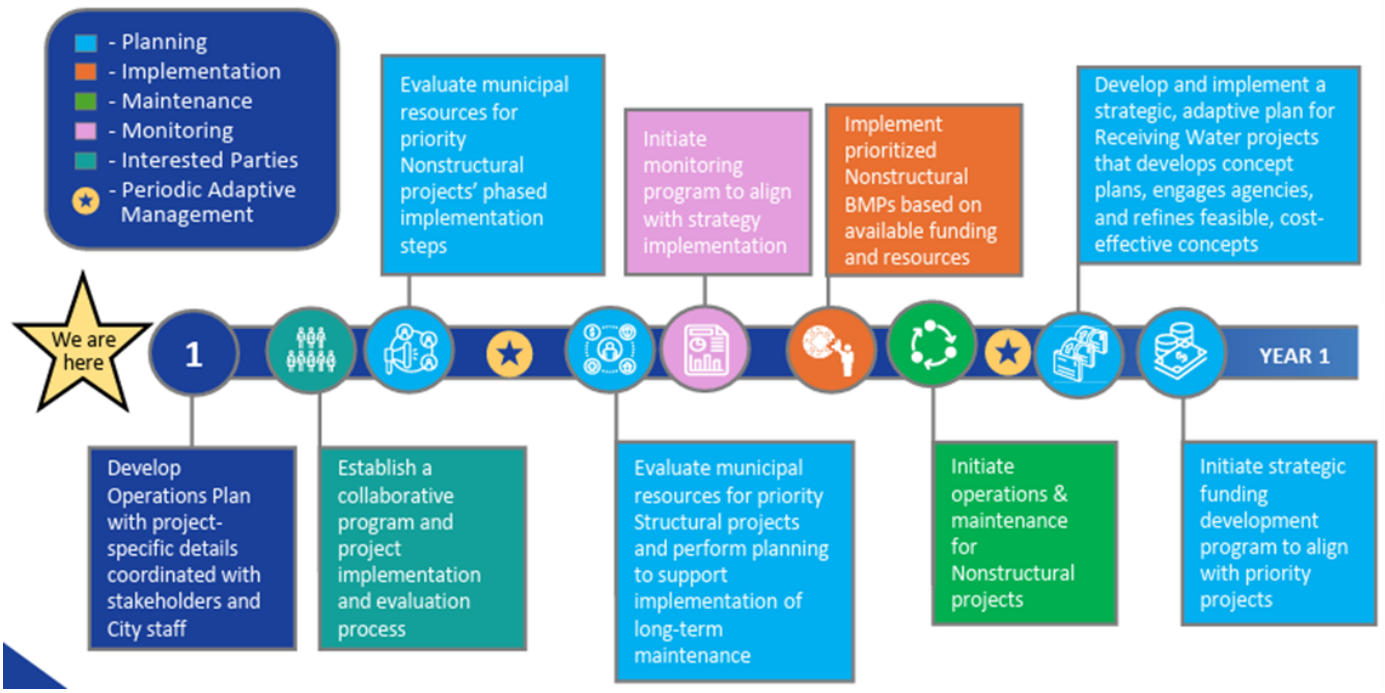
** Projected residence time reduction varies depending on the rate of pumping.

Overall, staff selected strategies from within the balanced approach in order to balance cost concerns with real-world water quality improvement. Furthermore, multi-benefit project potential, water quality benefit magnitude, and site-specific feasibility considerations were all considered in the final recommendations. Each of the listed strategies directly impacts one or multiple constituents of concern. On a cost basis, the strategies are all projected to be among the most efficient options for addressing total pollutant loads based upon Craftwater's findings.

In regard specifically to the recommended Structural BMPs, the Campus Park Infiltration BMP was removed as the current Campus Park Activation CIP project includes infiltration and filtration BMPs within its design. It was replaced by the Agricultural Runoff Treatment BMPs due to their low estimated capital and O&M costs (and high cost-efficiency) and their anticipated effectiveness in addressing nutrients in agricultural runoff, particularly nitrogen which contributes greatly to algal growth and subsequently, instances of depressed dissolved oxygen levels within the Harbor.

Additionally, in recognition of the continued stakeholder feedback regarding the need for improved residence times, staff is recommending the inclusion of the Passive Edison Canal Connection (Receiving Water strategy) within Phase 1 for further exploration. While the capital cost of the Passive Edison Canal Connection is projected to be the most expensive Receiving Water strategy, it is projected to incur less long-term cost and have fewer continued logistical concerns than other receiving water strategies in addition to also being considered the most cost-effective from a residence time reduction standpoint. During the April 14th Public Works and Transportation Committee Workshop, many members of the public spoke in favor of replacing the Passive Edison Canal Connection with the Edison Canal Pump Resumption strategy at a "low-flow" rate of 3,000 gallons-per-minute. Although modeling data suggests that this strategy would be less effective at reducing residence times than the passive option, the Committee motion directs staff to include a pumping strategy in the initial exploration of receiving water strategies.

The next steps for the Phase 1 implementation are anticipated to occur over the next few years and involve a variety of simultaneous steps. Non-Structural strategies are front-loaded within the timeline, as they are anticipated to have the least complex implementation concerns. For example, initial steps within Phase 1 for Targeted Nutrient/Pesticide Source Control - Agricultural Coordination will involve the creation of a program schedule and material production for outreach efforts directly to the landowners and operators within the watershed area. It should be noted that all of the identified Strategies may be altered during Phase 1 if they are found to be ineffective, face major implementation concerns, or if funding or regulatory opportunities for other strategies become available during the initial implementation phase. Further implementation actions for each of the specified strategies can be found within Appendix D of the attached Craftwater Implementation Plan Report. Below is an illustration of the proposed Year 1 Timeline.



Evaluation and/or Monitoring of Strategies:

In addition to implementation of the multi-faceted strategies (above), an adaptive management plan is recommended for the evaluation of each strategy throughout the implementation process. This has been primarily identified as a need for a continued monitoring plan. This monitoring plan may be limited to the identified constituents of concern (Bifenthren, Permethrin, Copper, Dissolved Oxygen, Enterococcus, and Nutrients), which will lower the overall cost of the program. Outside testing and monitoring resources are recommended to be included in the City's monitoring approach, which may further broaden the scope of information received, while limiting the overall cost of the monitoring program. Separate monitoring approaches will be applied to Non-Structural and Structural strategies, incorporating both quantitative and qualitative metrics such as pollutant load reduction, operational performance, debris removal, and program participation. Collected data will be compiled, analyzed for trends and performance, and summarized in regular reporting to inform ongoing program refinement, with data gaps identified for supplemental monitoring as needed.

This is planned to be one of the earliest components of the Phase 1 implementation plan, in order to provide baseline information while allowing the City to incrementally measure the impact each strategy is having on the monitored constituents. If a strategy is evaluated as having little impact, it will be recommended for removal or replacement within the plan. Additionally, if insurmountable regulatory concerns are raised during initial discussions with permitting agencies, such as the Coastal Commission and LARWQCB, regarding the planned Receiving Water strategy implementation, then the strategy may also need to be removed or replaced.

Summary of Next Steps:

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Non Structural Strategy Implementation

- Solicitation of environmental science professional services for:
  - Development of outreach materials for coordination based Non-Structural Strategies
  - Programmatic optimizations and technological upgrades for existing street sweeping and catch basin cleaning efforts
  - Development of work plan and protocols for illicit discharge detection and elimination
- Selection of sites for installation of trash capture devices
  - Solicitation for drainage study and designs per each location

Structural Strategy Implementation

- Solicitation for professional planning, engineering and design services for selected Structural BMPs
- Coordination with agricultural landowners at key discharge locations for direct agricultural runoff treatment

Receiving Water Strategy Implementation

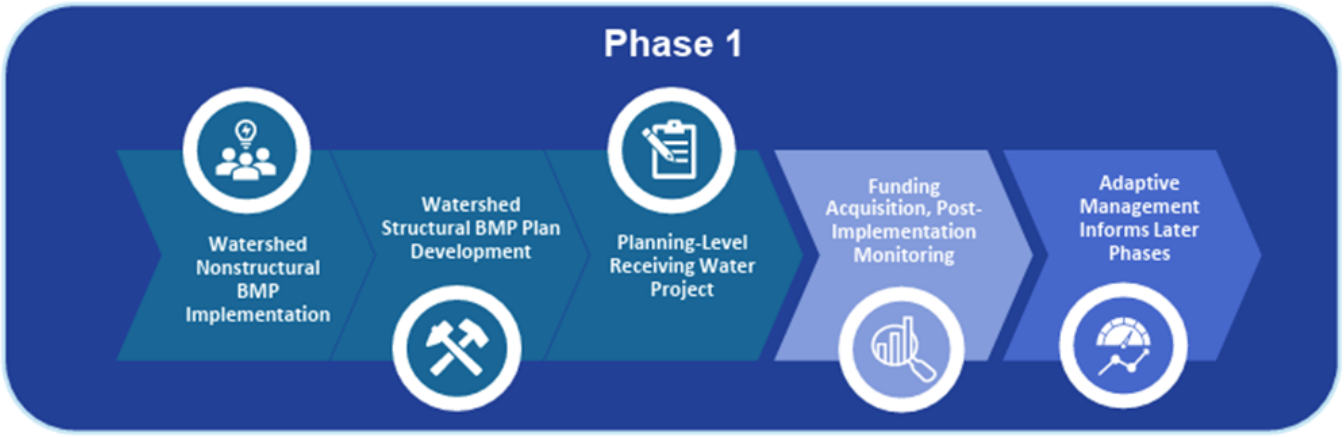
- Direct MGS landowner engagement
- Solicitation of environmental science professional services for:
  - Regulatory agency consultation and environmental review
  - Preliminary concept design(s) plan development

Continued Monitoring/Adaptive Management

- Solicitation for environmental science professional services for:
  - Development of a monitoring program to include comprehensive project data compilation
  - Planning and development of water quality monitoring protocols, data collection mechanism(s), laboratory analysis, long-term data and trend analyses, and reporting.
  - Program planning and adaptive management processes

Funding Identification

- Solicitation for funding acquisition services (grant writing and application)
- Identification of additional funding programs which match implementation strategies



It should be noted that the implementation of staff's recommendation will involve many different divisions and departments in the City. It may also require significant staff time and resources. As such, an approval of these recommendations will need to be weighed with other existing priorities for City departments/divisions that will participate in the implementation of these recommendations. Also, some of the proposed strategies have on-going General Fund budgeting impacts. For example, construction of a structural element (e.g. Wilson Park Infiltration BMP) will result in having to maintain and repair/replace the new infrastructure in perpetuity.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Craftwater Feasibility Study and Implementation Plan project has so far been funded entirely by American Rescue Plan Act (ARPA) funds, Ventura County, and California Department of Water Resources grant funds. Since fiscal year 2022-23, approximately $948,164 has been spent as of March 6, 2026 on water quality monitoring efforts and this study. The total combined dollar amount secured for water quality-related efforts to date is $3.1 million. As there is approximately $2.1 million remaining that is dedicated to water quality-related work, staff is proposing the following estimated spending plan for the proposed Phase 1 strategies' planning and implementation:

Strategy Type	Strategy	Proposed Allocation	Cost Details
Non-Structural	Targeted Nutrient/Pesticide Source Control - Agricultural Coordination	$50,000	Develop and produce materials; create outreach schedule
	Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning Optimization	$100,000	Analysis & optimization of sweeping routes and CBC work plan; technological upgrades
	Targeted Nutrient/Pesticide Source Control - Illicit Discharge Detection and Elimination	$50,000	Development of work plan and protocols;
	Trash Reduction - Mechanical Filtration	$100,000	Selection of sites; drainage study, design plans (10 sites)
Structural	Wilson Park Infiltration BMP	$100,000	Conduct project-level feasibility assessment; prepare concept-level designs; evaluate permitting needs
	Oliveira Plaza Parking Lot Infiltration BMP	$150,000	Conduct project-level feasibility assessment; prepare concept-level designs; evaluate permitting needs
	Agricultural Runoff Treatment System Pilot Project	$75,000	Coordination with agricultural landowners; concept-level designs (3 sites)
Receiving Water	Passive Edison Canal Connection/Edison Canal Pump Resumption	$250,000	Preliminary concept design; regulatory agency consultation
Monitoring	Post-Implementation Monitoring	$50,000+ (annually)	Development of monitoring work plan and protocols
Funding Identification	Funding Identification & Grant Planning/Submission	$75,000	Research and pursue funding opportunities to supplement available funds
	Total	$1,000,000	

Staff is proposing this spending plan, which differs in key areas from the proposed spending plan presented in Craftwater's report. Staff have used Craftwater's plan as a guide. However, adjustments were made to certain spending categories to reflect expected expenses. For example, Structural and Receiving Water strategies will require contracted services similar to those provided by City on-call engineering and design services vendors and the adjusted prices reflect what staff believe to be current costs. Additionally, Staff have previous experience with contracting out water quality monitoring services and expect the amount above to be the minimum amount required on an annual basis for limited monitoring of the constituents of concern. Please note that this is an estimate and additional funds may be required to move strategies/projects forward. Any funding amount over the total of $3.1M will be brought back to City Council for consideration prior to encumbering the funds.

There is no impact on the General Fund or any Special District funds. However, future funding sources may need to include debt financing, special assessments, or other funding sources outside of the above-specified resources due to

the expected high cost of continued programs, monitoring, structural strategy construction and receiving water strategy implementation.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 14, 2026 to approve the staff recommendation, with the direction of adding a pumping project to Table 2 under the "Receiving Water" category, and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the April 14, 2026 Public Works and Transportation Committee Meeting recording.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Craftwater Implementation Plan Report
2. Appendix A - Mitigation Strategies Analysis Report
3. Appendix B - Craftwater Detailed Phased Implementation Plan
4. Appendix C - Craftwater Mitigation Strategies Matrix
5. Craftwater Weighted Prioritization Project Matrix Guide
6. City/Craftwater Meeting Schedules
7. City of Oxnard Special Districts Map
8. City of Oxnard Special Districts List
9. Presentation

Implementation Plan
Channel Islands Harbor
Oxnard, CA
March 2026

CRAFTWATER
SCIENCE • STRATEGY • ENGINEERING

INTRODUCTION

The Channel Islands Harbor (Harbor) has experienced serious water quality-related challenges since the 2018 decommissioning of a local power plant's cooling system. Before decommissioning, once-through cooling (OTC) pumps at the plant enhanced in-Harbor circulation which helped to maintain higher dissolved oxygen levels and limit pollutant accumulation. Following decommissioning, reduced circulation led to stagnant zones, exceedances of Water Quality Objectives for various pollutants (e.g. metals and pesticides), and low dissolved oxygen levels indicative of water quality degradation.

The Channel Islands Harbor Water Quality Feasibility Study (Study) program was developed to identify and evaluate strategies to restore circulation, reduce upstream pollutant inputs, and improve overall Harbor conditions. This **Implementation Plan (Plan)** strategy builds upon the results presented in ***Appendix A – Mitigation Strategy Analysis Report[1] & Appendices* (Report)** to develop an integrated, phased approach for improving in-Harbor water quality and circulation. Through this approach, complementary strategies are selected and combined to maximize effectiveness and align with specific priorities, preferences, or funding opportunities.

Figure 1: Aerial view of Channel Islands Harbor

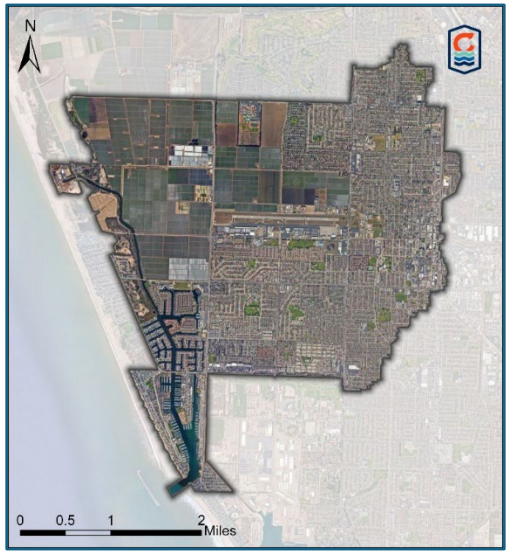
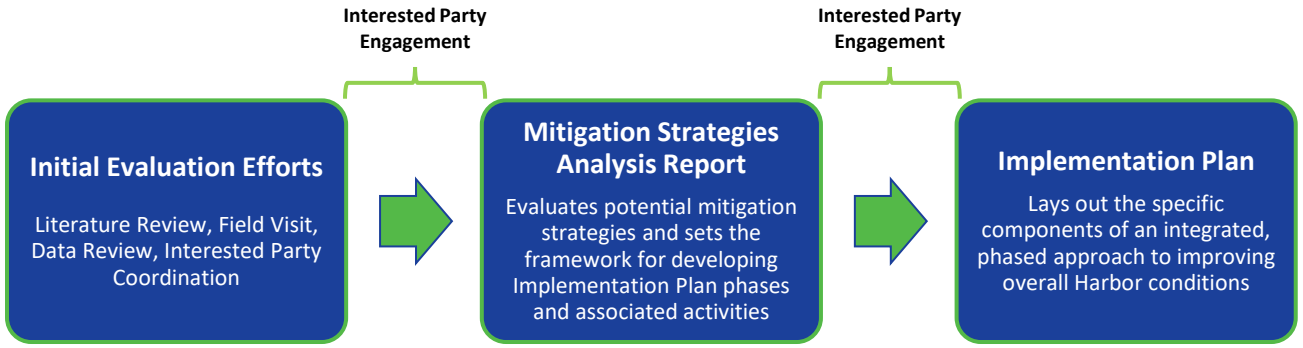


Figure 2: Watershed area of the Channel Islands Harbor



General process and outcomes that inform and support Implementation Plan development

[1] https://www.oxnard.gov/public-works/special-districts/channel-islands-harbor-water-quality

KEY CHALLENGES

The watershed area draining to the Harbor includes diverse land use and ownership, variable dry- and wet-weather runoff contributions, and numerous potential sources of pollutants hindering water quality. Harbor configuration and tidal flushing dynamics contribute to circulation and water quality issues. Multiple municipal and regulatory agencies have management and oversight responsibility in the watershed and Harbor areas. Finally, limited funding opportunities exist to support comprehensive solutions development. Given these challenges, an integrated, phased implementation approach can be used to support a focused and cost-efficient approach to improve Harbor conditions.

Key Factors Affecting Harbor Conditions:

- **Decreased Circulation**
- **Urban and Agricultural Runoff Discharges**

Nutrients	Bacteria	Metals	Pesticides
Potential Sources: • Fertilizers • Urban runoff • Agricultural runoff • Sediment nutrient recycling	**Potential Sources:** • Sewage spills • Animal waste • Contaminated runoff from urban and rural areas	**Potential Sources:** • Brake dust • Tire wear • Aging Infrastructure • Aerial deposition	**Potential Sources:** • Agricultural runoff • Urban runoff • Commercial uses

Complex Land Use & Ownership

Mixed ownership and land uses, including a high percentage of agriculture, complicate planning and implementation.

Multi-Jurisdictional Oversight

Multiple agencies share management and oversight responsibilities within the Harbor drainage area.

Variable Runoff Conditions

Seasonal and episodic fluctuations in dry- and wet-weather flows due to the region's Mediterranean climate.

Regulatory and Permitting Hurdles

Extensive coordination required with local, state, and federal permitting agencies to implement solutions.

Harbor Hydrodynamics

Current Harbor configuration limits tidal circulation and flushing dynamics.

Funding Constraints

Funding sources are limited and competitive for water quality and infrastructure improvements.

PHASED APPROACH

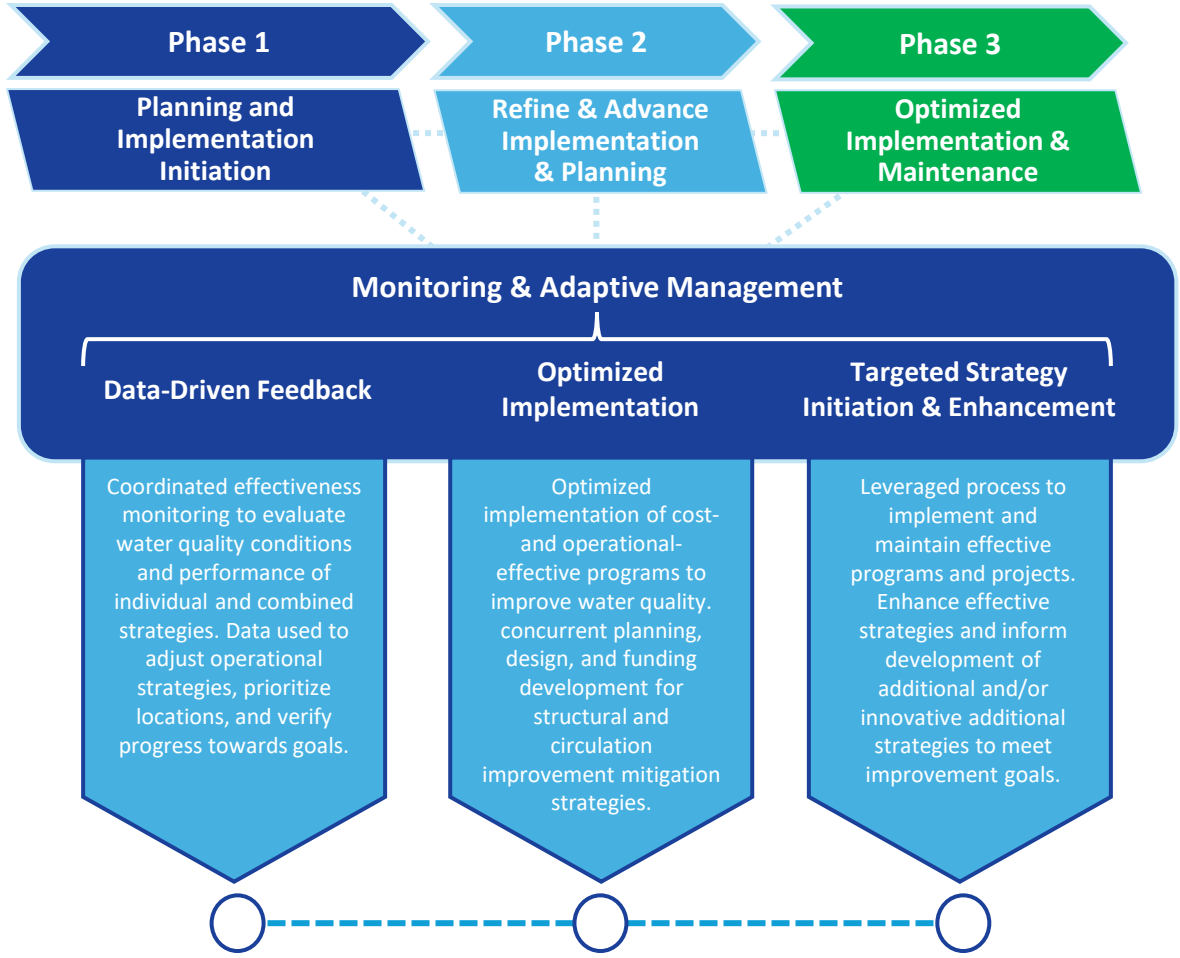
This Implementation Plan presents a phased approach to water quality/circulation improvement strategy implementation and subsequent adaptive management. The phased approach allows for the initial implementation of higher-impact, lower-cost strategies along with associated monitoring and adaptive management efforts to optimize pollutant removal and other activities to address program goals.

Phase 1 initiates **Planning and Implementation. Phase 2** is intended to **Refine and Advance** implementation. **Phase 3** is anticipated to include **Optimized Implementation** and ongoing **Maintenance** for strategies and activities that demonstrably improve water quality and/or circulation. The Implementation Plan includes a robust **Monitoring** and **Adaptive Management** process to guide planning, implementation, and efficacy assessment activities. Adaptive management is used to refine specific strategies and the phased approach through data-driven feedback, optimized implementation, and targeted implementation of potential Watershed and Receiving Water mitigation strategies (detailed on the next page).

A summary of proposed implementation phases is as follows:

- **Phase 1:** Initiates planning and implementation of initial mitigation strategies. Anticipated activities include interested party engagement, hotspot assessment, operations enhancement and/or pilot projects, and planning for priority Watershed Structural and Receiving Water strategies. Additional anticipated activities include funding assessment and positioning, project feasibility and regulatory agency consultation for high permitting effort projects/strategies.
- **Phase 2:** Refine, advance, and fund strategies for implementation. Leverage pilot and monitoring information to optimize ongoing operations and initiate priority planning and implementation of Watershed and Receiving Water activities.
- **Phase 3:** Leverage adaptive management process to continue optimized implementation of ongoing effective projects and implement innovative/additional projects to meet long-term goals.

Adaptive management allows for flexibility and responsiveness by aligning effective projects, funding, regulatory processes, and interested party collaboration.



MITIGATION STRATEGY TYPES

The Study leveraged available data and literature, detailed computer modeling and analysis, and interested party input to develop a suite of mitigation strategies to provide solutions to Harbor water quality challenges. This included extensive collaboration and feedback between the project team and key interested parties such as Harbor managers and users, resident representatives, City department leads, the Harbor Marine Advisory Committee (MAC).

Three mitigation strategy types were evaluated: watershed pollutant source control (**Watershed Nonstructural**) and treatment (**Watershed Structural)** options as well as in-Harbor (**Receiving Water**) strategies that focus on enhancing water circulation.

Quantitative scoring presented in ***Appendix A – Mitigation Strategies Analysis Report & Appendices*** was performed to evaluate potential mitigation strategy attributes and benefits. Water quality benefits including pollutant load reductions and circulation improvement, cost, permitting requirements, jurisdictional responsibility, community benefits and other factors were used to evaluate strategy attributes and benefits.

The Project Fact Sheets and Project Scoring Matrix present key project attributes and strategies. Supplemental resources such as the Goals and Objectives Memorandum, Literature Review, and Field Visit Notes provide context for mitigation strategy screening, evaluation, and selection.

Watershed Nonstructural Strategies (NS)

Potential strategies include education and outreach, street sweeping, catch basin cleaning, animal and other waste management, and other mitigation strategies. These strategies typically correspond with a less-substantial up-front capital cost and in some cases limited annual O&M obligation.

Watershed Structural Strategies (S)

Potential strategies involve filtration and/or infiltration basins and agricultural runoff treatment systems. Numerous individual project opportunities are identified in the watershed area and subsequently evaluated for their suitability for different structural project types and their prospective benefits.

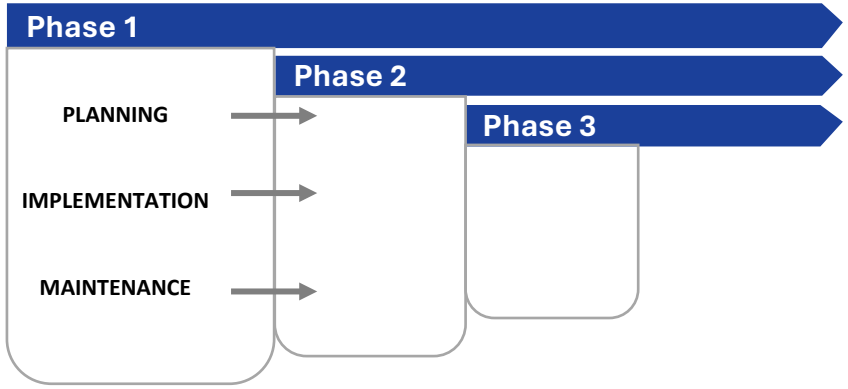
Receiving Water Strategies (RW)

Potential strategies offer enhanced water clarity and quality. These strategies are primarily focused on improvements to water circulation patterns within the Harbor and Edison Canal. This approach may be both the most directly effective in achieving end goals of Harbor water quality improvements and the most challenging to implement from an environmental permitting and funding perspective.

SPECIFIC MITIGATION STRATEGIES

Each mitigation strategy type is associated with different planning, implementation, and maintenance-related activities. **Watershed Nonstructural strategies** focus primarily on targeted source control, trash reduction, and enhancing current projects. The limited administrative planning and design requirements and operations-based nature of these strategies result in expedited timelines. **Watershed Structural strategies** require more detailed planning, design, permitting, and coordination processes in early phases, with fluctuations between high/low planning, maintenance, and implementation periods in subsequent phases. Similarly, the **Receiving Water strategies** have more complex physical, planning, and regulatory targets in early phases with implementation and maintenance efforts to be carried out in later phases.

Within each overall strategy type is a variety of disparate potential mitigation strategies, each of which being associated with different planning, implementation, and maintenance activities due to their varying characteristics. A detailed overview of characteristics specific to each individual mitigation strategy is provided in the Project Fact Sheets document contained in ***Appendix A – Mitigation Strategies Analysis Report & Appendices***. Each potential mitigation strategy will have its own phased implementation plan laid out in ***Appendix B – Detailed Phased Implementation Plan*** of this document.



Strategy Type	Strategy Name
Nonstructural Strategy: Targeted Nutrient/Pesticide/Pollutant Source Control	Outreach & Training
	Illicit Discharge Detection & Elimination
	Agricultural Coordination
Nonstructural Strategy: Targeted Bacteria Source Control	Sewer System Maintenance
	Homeless Encampment Management
	Animal Waste Management
Nonstructural Strategy: Nonstructural Operational Stormwater Programs	Street Sweeping & Catch Basin Cleaning (CBC) Optimization
	Stormwater System Maintenance
Nonstructural Strategy: Trash Reduction	Mechanical Filtration
	Trash Source Reduction
Structural Strategy	Filtration BMPs
	Infiltration BMPs
	Agricultural Runoff Treatment Systems
Receiving Water Strategy	Edison Canal Pump Resumption
	Decommission Canal/Convert to Engineered Wetlands & Potential Water Storage
	Passive Circulation Enhancements
	Open Passive Edison Canal Connection to Ocean
	Storage Tank Water Release between Edison Canal/Harbor
	Reuse Wastewater Release Tank

Table 1: Potential mitigation strategies organized by category

PHASED APPROACH: GENERALIZED PHASES

Presented below in **Table 2** are high-level descriptions of the anticipated general activities to be included in each of the three future implementation phases, beginning with Phase 1.

In Phase 1, the focus is on planning foundational activities, building partnerships, gathering baseline data, initiating permitting and ordinance discussions, and pursuing early funding opportunities. Implementation during this stage is exploratory, prioritizing and piloting high-impact projects to identify feasible, viable opportunities for pollutant reduction. Maintenance efforts are limited to leveraging current monitoring programs and establishing coordination with regulatory agencies. By contrast, Phases 2 and 3 emphasize expansion, optimization, and long-term integration.

Planning begins by establishing consistent protocols, formalizing funding and permitting processes, and integrating performance tracking and public engagement. It generally includes efforts like outreach, coordination, preliminary design, and initial feasibility assessment. Implementation scales up pilot projects into full programs, refining designs based on interested party feedback and feasibility results while securing final permits and construction funding. This typically includes activities such as pilot projects, modeling, cost estimations, and data review as well as furthering coordination and detailed design efforts. Maintenance transitions into ongoing, data-driven evaluation, using monitoring outcomes to adapt and improve operations and guide post-construction planning. Maintenance activities include inspections and cleaning, data collection, post-implementation performance monitoring, technological upgrades and/or repair, and other adaptive management-related efforts.

Overall, the structure demonstrates a clear evolution—from planning and piloting in Phase 1 to full-scale execution and adaptive management in later phases—ensuring continuous improvement and long-term effectiveness. The table below represents a generalized plan for all strategies. Each mitigation strategy has its personalized phased implementation approach presented in ***Appendix B – Detailed Phased Implementation Plan.***

Strategy	Category	Phase 1	Phase 2 /3
Watershed /Receiving Water Strategies	**Planning**	• Engage interested parties (municipal, regulatory, community, AG) to gather baseline data on pollutant sources and hotspots • Ordnance, permits, and code regulation discussions • Begin cost estimation and pursue initial funding opportunities	• Implement consistent protocols, expand performance tracking, and train staff for ongoing monitoring and improvement • Secure targeted funding for implementation and construction • Conduct permitting and documentation, integrate lessons learned, hold regular coordination meetings, and incorporate educational and public-facing elements
	Implementation	• Prioritize and select potential projects • Pilot targeted measures • Identify and scope a high-priority, high-load reduction site with public visibility	• Deploy optimized programs at full scale with established O&M schedules • Refine design concepts based on stakeholder input and feasibility findings • Finalize design, secure permits, and proceed to construction if supported
	Maintenance	• Evaluate existing monitoring and maintenance actions • Coordinate with regulatory agencies	• Evaluate existing monitoring and maintenance actions • Use results to guide future adaptive improvements and post-construction plans

Table 2: Generalized Phased Approached Implementation Plan

TIMELINE

The relative estimated timeline for planning, implementation, and maintenance tasks within the key mitigation strategy types vary according to coordination, permitting, and resource needs (**Figure 3**). The phased approach aligns the key mitigation strategy types with anticipated planning, implementation, and maintenance task chronologies.

Watershed Nonstructural:

- Planning requirements generally relatively low, involving coordination, outreach planning, and resource allocation.
- Implementation phase emphasizes program activation and operational integration, followed by routine maintenance to ensure continuity and performance tracking.
- Periods of reduced maintenance expected to occur as part of seasonal fluctuation and as effectiveness evaluations and adaptive management are used to optimize programs.

Watershed Structural:

- Project planning, design, permitting, operations, and funding coordination require extended planning.
- Recurring periodic project-specific implementation anticipated to initiate ~2-4 years following planning inception.
- Ongoing maintenance anticipated to vary seasonally and be additive as projects are planned and implemented. Periodic review and adaptive management needed to optimize performance outcomes and resource allocations.

Receiving Water:

- Detailed engineering design, multi-agency coordination and permitting, funding and other resource acquisition anticipated to require extended planning.
- Implementation timeframe accounts for potential extensive construction and coordination needs.
- Detailed planning for long-term maintenance anticipated to account for potential specialized equipment, training, and resource needs.

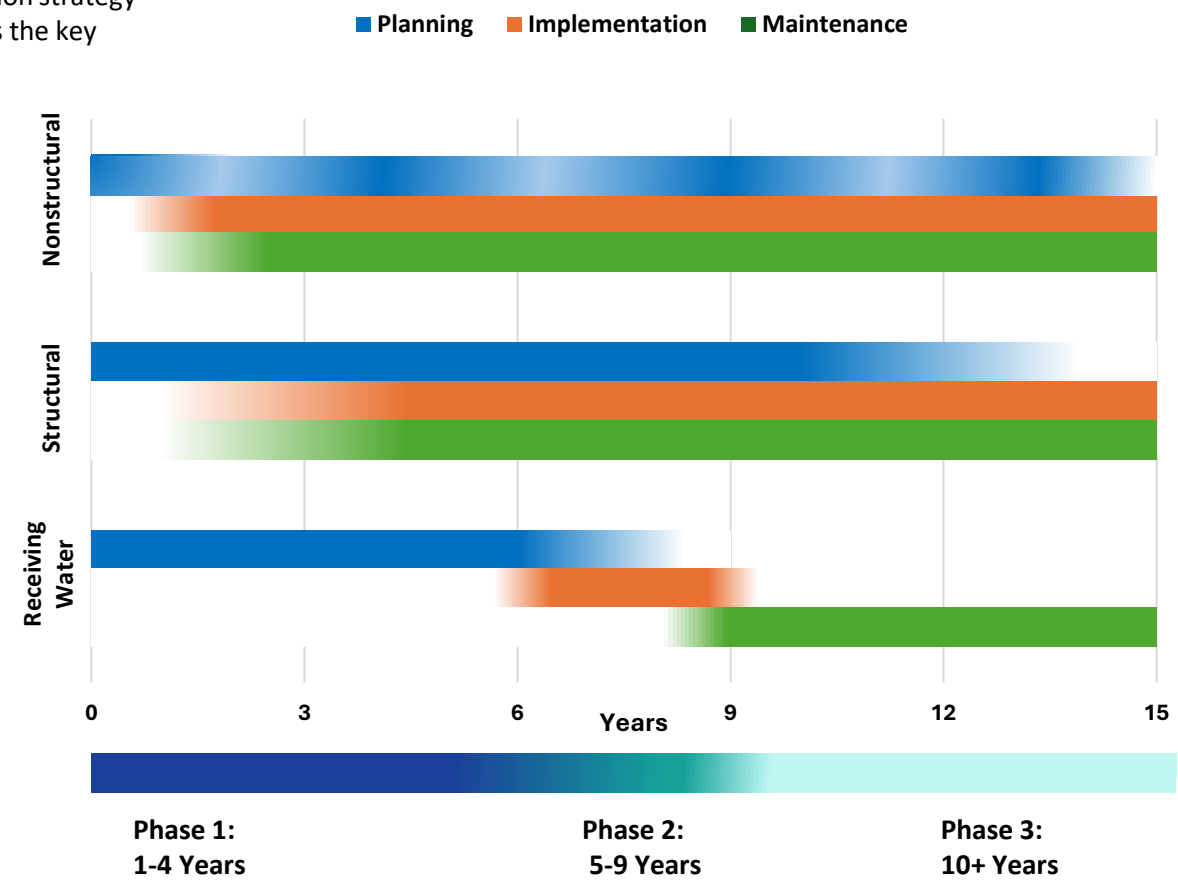


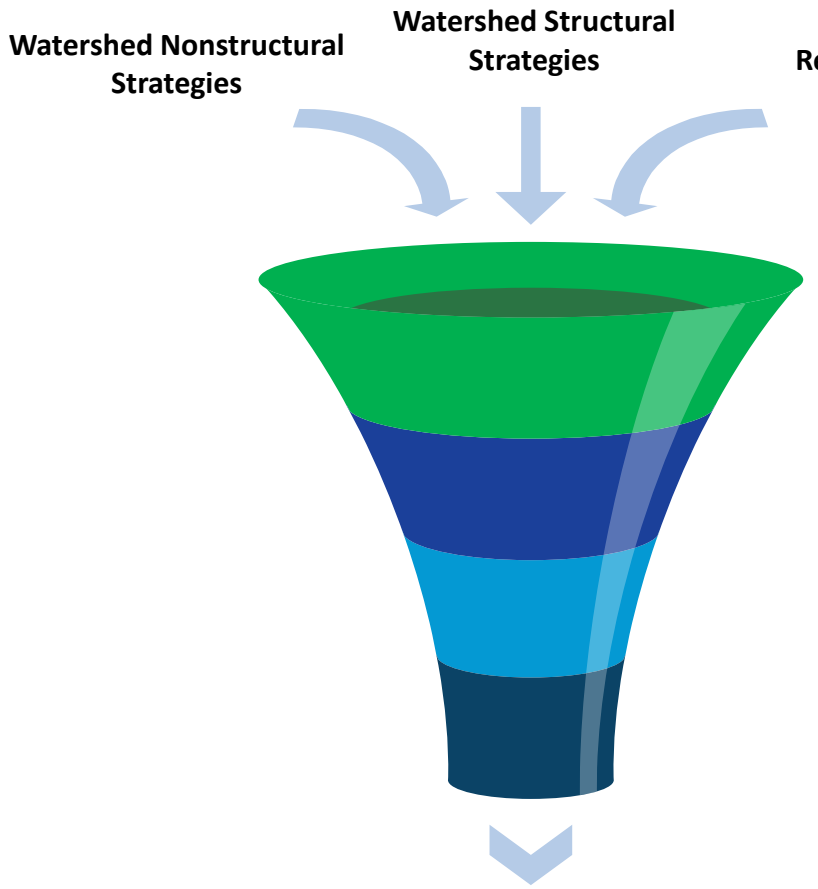
Figure 3: Potential 15-Year Strategy Timeline

IMPLEMENTATION PLAN DEVELOPMENT APPROACH

A total of 103 Watershed Nonstructural, Watershed Structural, and Receiving Water mitigation strategies were evaluated as part of the Study. The Report documented and evaluated a catalog of potential mitigation strategies based on key characteristics. Individual project evaluation and scoring allows for project-specific ranking of anticipated water quality and circulation benefits, cost, implementation considerations including cross-jurisdiction coordination and permitting needs, and other factors.

This Implementation Plan utilizes a weighted category approach to leverage the project-specific attributes and scores within a normalized framework. The mitigation strategy projects vary in scale, scope, and impact, making direct comparison challenging. To ensure objective evaluation, this Implementation Plan applies a normalized scoring methodology that converts diverse project indicators into a standardized scale. Key factors — including water quality improvement, cost-effectiveness, and implementation feasibility — are weighted and standardized so that each project's score reflects its relative performance against shared benchmarks. This enables consistent, defensible comparison across the portfolio and supports data-driven prioritization.

The weighted category approach is aligned with program goals to improve water quality and circulation while balancing cost, schedule, logistics, and funding availability. Further, the approach allows for comparison of project prioritization under various scenarios where project proponents and Harbor interested parties may have differing priorities and implementation approach needs.



PROJECT EVALUATION CATEGORIES & SCORING NORMALIZATION

The weighted category approach includes five Project Evaluation Categories **(Table 3).** These categories reflect program goals to improve water quality and circulation while balancing cost, schedule, and implementation feasibility. Community benefits are listed, given the potential to use these factors as filtering criteria for additional implementation or funding opportunities but are not anticipated to be assigned a weighting factor in development of a prioritized project list.

Project Evaluation Categories compile project-specific scoring information. Scoring criteria results within the categories is normalized to enable a standardized comparison of disparate mitigation strategies with diverse cost, benefit, and efficacy attributes.

Mitigation strategy prioritization Project Evaluation Categories allow for development of custom prioritization techniques to select specific Phase 1 activities based on user-selected benefit priorities and standardized project evaluations. Detailed information of how scoring is carried out through Project Evaluation Categories can be found in ***Appendix D – CIH Project Prioritization Guide***.

Project Evaluation Category & Relevance	Project Scoring Criteria	Weight
Water Quality Benefits OR Water Circulation Improvements		
Address overall Study goals to improve water quality and circulation within the Harbor.	Percent Residence Time Reduction	100%
Cost		
Ensure strategies are the economically feasible and cost-effective for short- and long-term efficiency.	Capital Cost	10%
	Annual O&M Cost	10%
	30-yr Lifecycle Cost	30%
	Cost-Effectiveness	50%
Timeline		
Allows for prioritization of projects based on implementation timeline.	Planning/Permitting	50%
	Post-Planning Implementation	50%
Implementation Considerations		
Allows for prioritization based on planning needs and effort.	Parcel Ownership	25%
	Crosses Jurisdictional Boundaries?	25%
	Permitting Difficulty	50%
Community Benefits		
Supplementary considerations to filter for projects offering multi-benefits and/or diverse funding opportunities.	Trash Reduction	10%
	Community Benefits Proportion	10%
	DAC Benefits	15%
	REC-1 Standards	20%
	REC-2 Standards	20%
	Aesthetic Improvements	25%

Table 3: Project Evaluation Categories and Scoring Criteria = Adjustable Weight Parameter = Filtering Parameter

CATEGORY & CRITERIA WEIGHTING

The respective weights of each category and criterion can be changed in accordance with changes in relative importance, impacting prioritization outcomes and informing next steps. Shifting these 'dials' is intended to be reflective of how placing emphasis on specific project attributes may impact which strategies are prioritized.

- Four categories of criteria are evaluated and used in subsequent prioritization (i.e., Water Quality/Circulation, Cost, Timeline, Implementation Considerations). The Community Benefits category is used only for screening projects.
- Category weights are adjusted to reflect existing preferences and/or priorities.
- Scoring results shift in response to weighting, identifying priority projects within a specific context.
- Phase 1 activities are selected by project prioritization based on the weighted scoring results.

Three potential Category Weight Options (Options), in alignment with potential pathways to fulfillment of Study goals, are proposed. It is anticipated the adaptive management process will result in re-evaluation and potential adjustment of category/criteria weights to capture evolving priorities and conditions.

Parameters

- Water Quality/Circulation
- Cost
- Timeline
- Implementation Considerations
- Community Benefits

Category weights are adjusted in accordance with preferences/priorities.

Scoring results for each project shift in response to weighting of categories.

Priority projects are then identified, informing the onset of Phase 1 efforts.

Weighting and Prioritization Process Overview

PHASE 1 CATEGORY WEIGHT OPTIONS

Three Category Weight Options are proposed and applied to represent potential Phase 1 project prioritization scenarios.

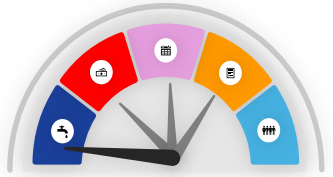
1. **Option A** emphasizes **maximizing water circulation/quality** as the primary category and project attribute for prioritization. This approach allows for projects with higher costs, potentially more challenging implementation, and/or timeline to be prioritized and implemented in Phase 1.
2. **Option B** emphasizes **cost efficiency** as the primary category and project attribute for prioritization. This approach allows for prioritization of lower cost projects in Phase 1 such that additional planning and/or time is available to source funding for more costly, and potentially effective projects that can be reserved for later implementation.
3. **Option C** emphasizes a **balanced approach** to category and project attribute prioritization. This approach is intended to represent an implementation pathway which recognizes that overall project goals for water circulation and improvement must be balanced with other considerations, primarily cost but also including implementation feasibility and schedule.

Application of one or more of these or additional attribute emphasis approaches provides a framework for Phase 1 project ranking and implementation priority. Monitoring, adaptive management, and project outcomes and lessons learned may provide information that modifies the implementation approach moving forward. For Phase 1, an additional option is to review project prioritization results from the application of the three options presented herein and combine the results to select a suite of Phase 1 projects that meet multiple objectives.

The following pages present the project prioritization results of the three Category Weight Options. These results include ~10 projects which score the highest under each of the weight scenarios in accordance with the framework of the Category Weighting Approach. Each project can score a maximum total of 25 points. Scoring and prioritization results are available in ***Appendix C – Weighted Prioritization Project Matrix***.

Maximize Water Circulation/Quality - Option A

- **Water Circulation/Water Quality: 75%**
- **Cost: 15%**
- **Implementation Considerations: 5%**
- **Timeline: 5%**

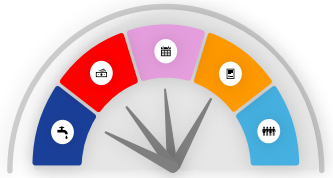


Cost Efficiency - Option B

- **Cost: 65%**
- **Water Circulation/Water Quality: 20%**
- **Implementation Considerations: 10%**
- **Timeline: 5%**

Balanced Approach - Option C

- **Cost: 45%**
- **Water Circulation/Water Quality: 45%**
- **Implementation Considerations: 5%**
- **Timeline: 5%**

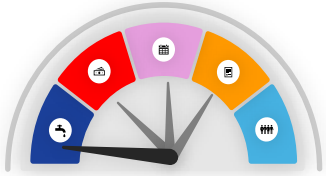


CIRCULATION/WATER QUALITY FOCUS (OPTION A)

The maximize water circulation/quality Option A is designed to include the projects with the highest anticipated effectiveness in improving water circulation and quality. The water circulation/quality maximization approach results in prioritization of Receiving Water Strategies in Phase 1. Using this approach, and recognizing a balance of Watershed Nonstructural and Watershed Structural strategies are needed to support further discussion of in-water mitigation strategies with the regulatory agencies, a group of six Watershed Nonstructural and two Watershed Structural projects are also prioritized for Phase 1. A staggered implementation approach may be applied to pilot Watershed Structural project implementation to optimize project development, plan for funding capital costs, and establish long-term maintenance capacity and funding.

Receiving Water strategies are anticipated to require long lead time, have high cost, and require complex planning and permitting. A comprehensive planning process that further evaluates Receiving Water strategy planning, design, and permitting processes within Phase 1 is recommended. It is anticipated that a 2-3-year planning and feasibility assessment effort is needed to effectively evaluate the relative feasibility and cost for the priority Receiving Water strategies. Accordingly, the Phase 1 recommendation is to initiate a single planning-level Receiving Water pilot project to further explore viability and other relevant considerations such as permit conditions and operations logistics/costs before a single Receiving Water mitigation strategy is selected for implementation.

Projects may be repeated across the different weighting options due to their relatively high effectiveness, lower costs, and/or more feasible requirements. 'Consistently Prioritized Projects' – which rise to the top under multiple weighting scenarios – are designated in each Category Weight Option.



These two projects provide alternative potential scenarios of the Edison Canal Pump Resumption strategy [1].

Maximize Water Circulation/Quality – Option A

	Open Passive Edison Canal Connection to Ocean (RW)
	Storage Tank Water Release Between Canal/Harbor (RW)
	Edison Canal Pump Resumption – 67 MGD (RW) [1]
	Edison Canal Pump Resumption – 4.3 MGD (RW)
★	Targeted Nutrient/Pesticide Source Control- Agricultural Coordination (NS)
	Targeted Nutrient/Pesticide Source Control- Outreach and Training (NS)
★	Targeted Bacteria Source Control - Animal Waste Management (NS)
★	Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning (CBC) Optimization (NS)
★	Targeted Nutrient/Pesticide Source Control- Illicit Discharge Detection and Elimination (NS)
★	Trash Reduction - Mechanical Filtration (NS)
	Oliveira Plaza Parking Lot Infiltration BMP (S)
	Wilson Park Infiltration BMP (S)
	Campus Park Infiltration BMP (S)

TOTAL SCORE: 246.7

Consistently Prioritized Project = ★

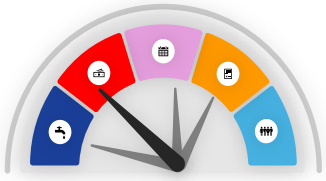
[1]The Edison Canal Pump Resumption Strategy 4.3 MGD is added as an alternative to the 67 MGD scenario, there is potential for a pumping capacity within the range of these two options to be selected. Other Receiving Water strategies are included as alternative options; it is likely that only one Receiving Water strategy will ultimately be implemented.
[2]Note: Receiving Water strategy Lifecycle costs omitted from Group A cost estimate as Phase 1 does not include implementation of a particular Receiving Water strategy.

COST EFFICIENCY FOCUS (OPTION B)

The cost efficiency emphasis Option B is designed to prioritize mitigation strategies with the lowest cost with highest pollutant removal benefits. The approach results in prioritization of seven Watershed Nonstructural and three Watershed Structural strategies which require the lowest capital investment throughout project lifecycles.

Phase 1 of implementation for Option B will primarily consist of Watershed Nonstructural strategy implementation. The cost efficiency approach prioritizes three low-cost agricultural runoff treatment system Watershed Structural projects**.** It should be noted that implementation of the Watershed Structural agricultural runoff treatment systems is anticipated require partnership with appropriate landowners and development of agreements for liability, maintenance, and other implementation components. Given the emphasis on Watershed Nonstructural strategy implementation in this approach, robust post-implementation monitoring is needed to provide geospatial data and pollutant load reduction effectiveness information. This information can be used to inform the adaptive management approach are refine prioritization of Phase 2 projects.

Agricultural runoff treatment Watershed Nonstructural strategies are prioritized Weighting Option due to their low costs, high pollutant load reductions, and estimated implementation feasibility.



Cost Efficiency Focus – Option B

★	Targeted Nutrient/Pesticide Source Control- Agricultural Coordination (NS)
★	Targeted Nutrient/Pesticide Source Control- Outreach and Training (NS)
★	Targeted Bacteria Source Control - Animal Waste Management (NS)
★	Targeted Nutrient/Pesticide Source Control- Illicit Discharge Detection and Elimination (NS)
★	Trash Reduction - Source Reduction Strategies (NS)
★	Trash Reduction - Mechanical Filtration (NS)
★	Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning (CBC) Optimization (NS)
	Doris Drain Outfall Agricultural Runoff Treatment System (S)
	W 5th St Drain Outfall Agricultural Runoff Treatment System (S)
	Marathon Drain Outfall Agricultural Runoff Treatment System (S)

TOTAL SCORE: 192.9

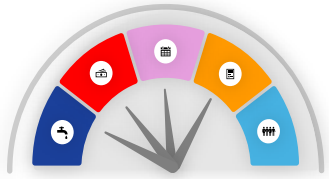
Consistently Prioritized Project = ★

BALANCED APPROACH (OPTION C)

The balanced approach Option C is designed to include representation of a holistic look at project attributes and prioritize projects with the maximum water quality/circulation benefits balanced with other cost, implementation, and schedule attributes. The balanced approach results in prioritization of seven Watershed Nonstructural and three Watershed Structural strategies that exhibit the maximum pollutant load reduction effectiveness at the lowest cost and fastest schedule.

Initial concurrent Watershed Structural project planning processes may be considered to vet feasibility and implementation approaches. A staggered implementation approach may be applied to pilot Watershed Structural project implementation to optimize project development, implementation, and long-term maintenance processes. Given the emphasis on the Watershed Nonstructural strategy implementation and inclusion of specific infiltration and filtration Watershed Structural strategies in this approach, robust post-implementation monitoring is needed to provide geographically- and project specific-oriented data and pollutant load reduction effectiveness information. This information can be used to inform the adaptive management approach and refine prioritization of Phase 2 projects.

As in Options A and B, Watershed Nonstructural strategies are prioritized in this Weighting Option due to their low costs, high pollutant load reductions, and feasibility for implementation. Watershed Structural strategies that score highly under this weighting scenario include the Wilson Park Infiltration BMP, which exhibits high potential for pollutant load reductions and associated cost-effectiveness.



Balanced Approach – Option C

★	Targeted Nutrient/Pesticide Source Control- Agricultural Coordination (NS)
★	Targeted Nutrient/Pesticide Source Control- Outreach and Training (NS)
★	Targeted Bacteria Source Control - Animal Waste Management (NS)
★	Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning (CBC) Optimization (NS)
★	Targeted Nutrient/Pesticide Source Control- Illicit Discharge Detection and Elimination (NS)
★	Trash Reduction - Source Reduction Strategies (NS)
★	Trash Reduction - Mechanical Filtration (NS)
	Oliveira Plaza Parking Lot Infiltration BMP (S)
	Wilson Park Infiltration BMP (S)
	Campus Park Infiltration BMP (S)

TOTAL SCORE: 180.9

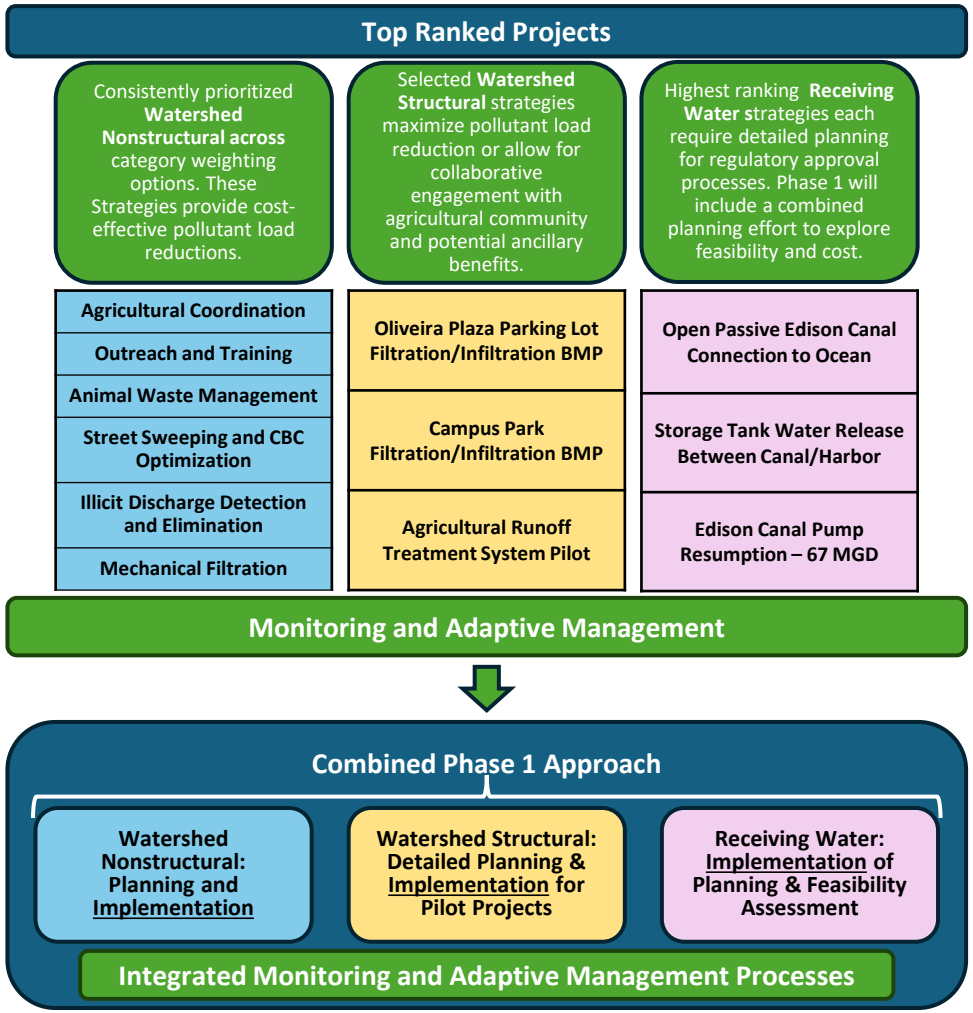
Consistently Prioritized Project = ★

PROPOSED PHASE 1 APPROACH

Based on the weighted category evaluation approach results, a strategic Phase 1 implementation approach is recommended. Key elements of this approach include:

1. The Category Weight Options that emphasize maximizing water circulation/quality, cost efficiency, and a balanced approach demonstrate that a suite of Watershed Nonstructural mitigation strategies are prioritized even with changes applied to the different Project Evaluation Category weight values. This is primarily attributable to the general water quality improvement, cost-efficiency, and relative ease of implementation attributes of these strategies.
2. For Watershed Structural projects, it is recommended that the projects prioritized by water quality benefit be included in Phase 1 implementation. Structural projects included as part of the recommended Phase 1 approach were selected from the highest-ranking options based on their magnitude of water quality benefits and multi-benefit project potential. Additionally, a 'pilot' project that initiates collaborative planning and coordination with the agricultural community for a group of or individual runoff treatment systems in Phase 1 may lead to other gains such as relationship-building for future efforts or responsiveness to potential enhanced outreach and training programs.
3. Initiate a comprehensive combined planning process for the highest-ranking Receiving Water strategies that further explores planning, design, and permitting processes. The recommended approach is to develop preliminary concept plans, technical specifications, and cost information such that project proponents can engage in preliminary consultations with regulatory agencies responsible for permitting. Consultation is expected to vet potential implementation feasibility and additional planning, special study, and/or mitigation costs to further refine potential selection of a single Receiving Water strategy for later-phase implementation.

Activities for Phase 1 specific to each individual mitigation strategy can be found in ***Appendix B – Detailed Phased Implementation*** Plan. Phase 1 monitoring and adaptive management will be used to assess.



PHASE 1 OPPORTUNITIES & CONSTRAINTS

Phase 1 project groups and individual strategies present potential opportunities and constraints throughout Phase 1 (**Table 4**). Advancing a multi-pronged implementation approach in Phase 1 enables the concurrent implementation and advanced development of strategies to comprehensively and cost-efficiently address project goals in a timely and adaptive manner. Nonstructural strategies generally allow for feasible, cost-effective options under local control to be implemented, making them optimal to initiate and begin advancement towards water quality improvement goals. Structural and Receiving Water strategies generally require longer planning timeframes but can oftentimes provide considerable pollutant load reductions. These projects also generally have more involved planning and permitting effort and require engineering design and long-term O&M planning to implement. Due to the potential environmental impacts associated with Receiving Water strategies, these potential projects require the highest level of coordination, design, and permitting effort as well as the longest planning timeframes. These projects however may yield significant improvements to overall water circulation if proven feasible and aligned with available funding.

Table 4: Phase 1 Implementation Opportunities and Constraints

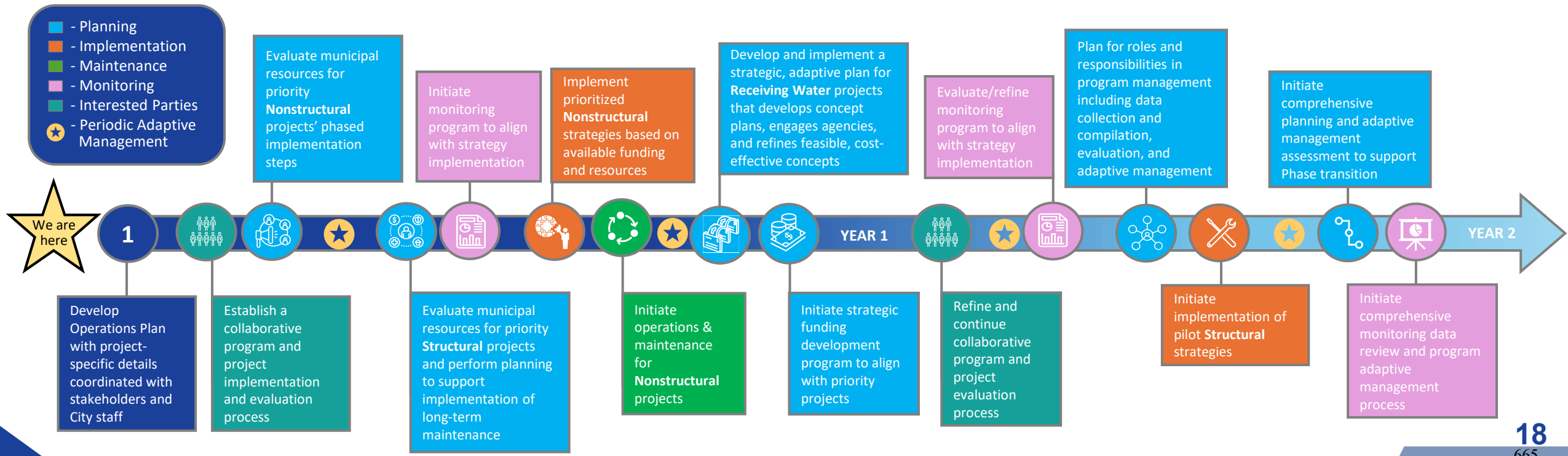
Strategy Type	Opportunities	Constraints
Nonstructural	✓ Short planning period ✓ Allow for early implementation; generally implemented within City jurisdiction ✓ Generally part of or integrated with existing programs ✓ Relatively Low capital costs and permitting requirements ✓ Can positively impact other projects with paired education programs	▪ Generally leverage existing municipal programs/resources that may require reprogramming ▪ Potentially require additional operational or fiscal resources ▪ Potential need for interdepartmental and/or interagency coordination ▪ Modifying existing programs (e.g. street sweeping) may require contract modifications with longer lead times
Structural	✓ Implementation pilot projects may inform future analogous efforts ✓ Allow for early collaborative engagement with agricultural/other communities ✓ Potential for ancillary community benefits ✓ Potential to obtain grant funding to support design and implementation ✓ Certain locations may provide education & outreach multi-benefits	▪ Potentially require up-front investment to fund design and permitting to allow for future implementation/construction grant funding ▪ Likely 2–5-year planning timeline to allow for detailed feasibility study, design, permitting, and long-term O&M planning processes ▪ Establishing long-term O&M roles and responsibilities may require resource planning and funding programming
Receiving Water	✓ Opportunity to explore feasibility and potential permitting conditions for consolidated suite of potential circulation improvement mitigation strategies ✓ Phase 1 outcomes will inform subsequent implementation efforts ✓ Multi-pronged Watershed Nonstructural and Structural project implementation approach allows for optimized strategy to consult with regulatory agency staff and decision-makers ✓ Early consultation in Phase 1 allows for extended planning and design timeframe to coincide with potential funding opportunity development	▪ Anticipated extended environmental permitting effort needed ▪ Potential consultation coordination need with private landowners, City departments responsible for long-term O&M, other interested parties ▪ Potential need for in-depth/costly feasibility assessment(s) and/or studies ▪ Potential for significant funding need across project lifecycle ▪ Some options may require detailed O&M planning, coordination, and funding

NEXT STEPS: NEAR TERM

Below is a flexible **proposed preliminary** timeline outlining near-term planning, implementation, maintenance, and monitoring efforts for Phase 1. Early actions will focus on advancing Watershed Nonstructural strategies, initiating feasibility assessment and coordination for Structural and Receiving Water projects, and establishing funding and monitoring frameworks to guide adaptive, resource-based implementation.

The planned initial Operations Plan step will provide a road map towards effective and efficient Phase 1 activities for selected mitigation strategies. This will include implementation efforts for Nonstructural projects, as well as identification of specific planning and design activities for selected Phase 1 Structural and Receiving Water projects.

Recommended Phase 1 Steps



CITY OF OXNARD NEXT STEPS

Next steps for the City of Oxnard in Phase 1 include collaboration and/or implementation of a suite of Watershed Nonstructural, Watershed Structural, and Receiving Water strategy-related activities. Implementation requires administrative, operational, and technical effort.

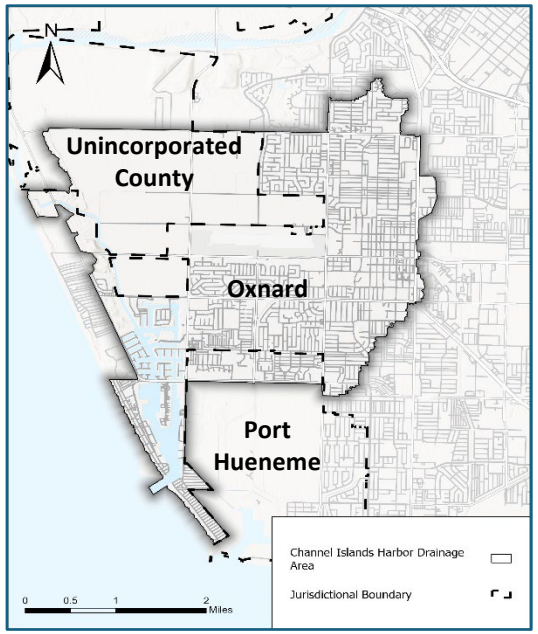


Figure 4: Jurisdictional boundaries in and around the Harbor

Applied Watershed Nonstructural strategy next steps include planning, coordination, and implementation activities for the priority strategies. These Watershed Nonstructural strategies will both reduce pollutant loading to the Harbor and serve to educate and inform watershed residents and visitors. Additionally, timely implementation and tracking will support future efforts to plan, fund, permit, and operate additional later phase strategies with more challenging implementation considerations.

Applied next steps for Watershed Structural strategies include focused feasibility assessment and project development for one or more infiltration or filtration projects to treat dry or wet weather urban and/or stormwater runoff. Two potential project development options are proposed, allowing the City flexibility in the level of investment needed to advance these projects. This will include detailed planning, including promotion of the selected project(s) as part of a City-led demonstration project to reduce pollutants and improve Harbor water quality. The implementation approach will support future demonstration of a programmatic, inter-connected approach to addressing the challenging Harbor water quality and circulation issues.

Applied next steps for Receiving Water strategies include participation in development of a planning-level project feasibility assessment, preliminary design, and environmental permit scoping program. This initial planning, in coordination with initiation of the Watershed Nonstructural and Structural projects in this first phase will support future Receiving Water strategy funding request(s), environmental permitting efforts, and capital and operations planning needs.

Watershed Nonstructural

Phase 1 implementation reduces pollutant loading and supports future phase effort to plan, fund, permit, and operate advanced strategies.

Watershed Structural

Refined feasibility assessment and project development can support both broadening of potential funding opportunities and demonstration of the City's programmatic approach.

Receiving Water

Participation in planning-level project feasibility assessment, preliminary design, and environmental permit scoping program to support future planning, funding, and permitting needs.

CITY NEXT STEPS: WATERSHED NONSTRUCTURAL STRATEGIES

Watershed Nonstructural Strategies

Table 5 details some of the most relevant Phase 1 considerations for Watershed Nonstructural strategies, including low- and high-end projections for each strategy's first year planning and implementation costs. It is recommended that the City – as part of Phase 1 implementation activities – evaluates the administrative, operational, and technical needs for each Watershed Nonstructural strategy.

Table 5: City of Oxnard next steps for implementation of Watershed Nonstructural strategies

Strategy	Additive Percent Load Reduction (%)	Estimated City Staff Effort	Estimated Costs				Cost Details
			Planning		Implementation		
			Low	High	Low	High	
Agricultural Coordination	**62%**	**1-2 hours/week**	$10K	$20K	$10K	$25K	**Planning:** Program administration[1] **Implementation:** Materials production, conduct meetings, attend and participate in appropriate events- assume 4-6 per year
Outreach & Training	**77%**	**1-4 hours/week**	$10K	$30K	$20K	$100K	**Planning:** Administration; development of targeted material leveraging existing outreach/training programs **Implementation:** Paid media purchase, conduct meetings, attend and participate in appropriate events- assume 4-6 per year, assumes 2 hours of training annually
Animal Waste Management	**51%**	**1-4 hours/week**	$25K	$50K	$25K	$50K	**Planning:** Administration; analysis of key locations for potential implementation, review of signage content, coordination with HOAs and parks staff **Implementation:** Installation of sign postings, enforcement of sign posting regulations, contracted ongoing waste container maintenance; assumes 5 target locations
Street Sweeping & CBC Optimization	**49%**	**4-8 hours/week**	$50K	$100K	$250K	$500K	**Planning:** Administration; sweeping route analysis & optimization, geo-located data capture & analysis, planning and coordination of 'no parking' signage locations **Implementation:** Contracted vehicle operations, physical CBC, debris disposal, sign postings and parking regulation enforcement
Illicit Discharge Detection & Elimination	**27%**	**2-6 hours/week**	$25K	$100K	$25K	$100K	**Planning:** Administration; report hotline development, workforce training, establishment of response & documentation protocols **Implementation:** Equipment costs, transportation, on-the-ground ID investigation & elimination costs
Mechanical Filtration*	**11%**	**1-4 hours/week**	$25K	$200K	$100K	$1M	**Planning:** Administration; includes drainage study, vendor-assisted design plans, and O&M coordination; assumes planning costs ~$2.5K-$20K per location (10) **Implementation:** Assumes 10 mechanical filtration locations priced at ~$1K-$50K each; **c**apital projects to install, quarterly maintenance efforts, staff and equipment resources
Post-Implementation Monitoring[2]	**6%**	**1-4 hours/week**	$25K	$50K	$200K	$600K	**Planning:** Administration; includes coordination for comprehensive nonstructural project data compilation, water quality monitoring protocol development, data collection, laboratory analysis, trend analysis, reporting **Implementation:** Assumes quarterly sampling as a cost-efficient baseline; includes costs for contracted sampling, analysis, reporting; assumes 8-20 monitoring sites
		TOTAL Costs	**$170K**	**$550K**	**$630K**	**$2.4M**	

[1] Administration refers to: Planning, coordination, program development, and tracking.
[2] Though presented as such, Post-Implementation Monitoring is not a unique mitigation strategy. It is treated as an independent program through which the City can evaluate the efficacy of other implemented strategies.

CITY NEXT STEPS: WATERSHED STRUCTURAL STRATEGIES

Watershed Structural Strategies

Watershed Structural strategies require careful planning, coordination, and funding for both design and permitting. City Phase 1 recommended activities include advancing development of Watershed Structural strategies within City jurisdiction along two potential pathways. An initial diversification strategy is recommended to advance feasibility planning for the highest-ranking Watershed Structural strategies concurrently. As the projects are further developed, site constraints or other factors may limit feasibility or cost effectiveness. **Table 6** depicts the highly ranked Watershed Structural strategies recommended for advancement in Phase 1. This includes project opportunities which were selected for their high ranks within the Category Weighting Approach. As some projects are anticipated to drop out as a result of Phase 1 feasibility assessment efforts, additional potential Watershed Structural are presented for potential Phase 1 advancement.

Table 6: Recommended Watershed Structural projects based on Pollutant Load Reduction and Cost-Effectiveness

Project Name	Additive Percent Load Reduction (%)	Capital Cost[1]	Annual O&M Cost	Key Implementation Considerations
Oliveira Plaza Parking Lot Infiltration BMP	27%	$25,020,000	$200,000	• Site-specific permitting details • Need for Geotechnical analysis, land surveys • Parcel ownership • Long-term O&M responsibilities • Underground utilities assessments
Oliveira Plaza Parking Lot Filtration BMP	21%	$26,130,000	$300,000	
Campus Park Infiltration BMP	19%	$25,020,000	$200,000	
Campus Park Filtration BMP	15%	$22,790,000	$300,000	
Oxnard Airport East Filtration BMP	25%	$24,460,000	$300,000	
Oxnard Airport East Infiltration BMP	24%	$25,020,000	$200,000	
Agricultural Runoff Treatment System Pilot[2]	1%	$120,000	$24,000	

[1]Capital cost refers to the total estimated upfront investment required to plan, design, permit, and construct a project or implement a mitigation strategy. Watershed Structural strategy capital cost estimates utilize best-estimate construction cost estimates.

[2]The Proposed Agricultural Runoff Treatment System Pilot includes systems at priority discharge points to Edison Canal (Marathon & Doris Drain Outfalls, W. 5th St. Outfall; see **Figure 5**)

The selected Watershed Structural project locations **(Figure 4)** were chosen for their water quality benefit magnitude and multi-benefit project potential. As a result of proximity to important public facilities (e.g., schools and parks), there are potential ancillary muti-benefit opportunities for education, outreach, climate resilience and other benefits.

Capital cost estimates utilize best-available information on construction material and labor costs for similar projects in Southern California. Future detailed planning and analytics work can be used to refine annual O&M and project lifecycle cost estimates. Current estimated project lifecycle cost estimates utilize planning-level methods where asset renewal and/or replacement costs are assumed equal to upfront capital costs, and do not include depreciation.

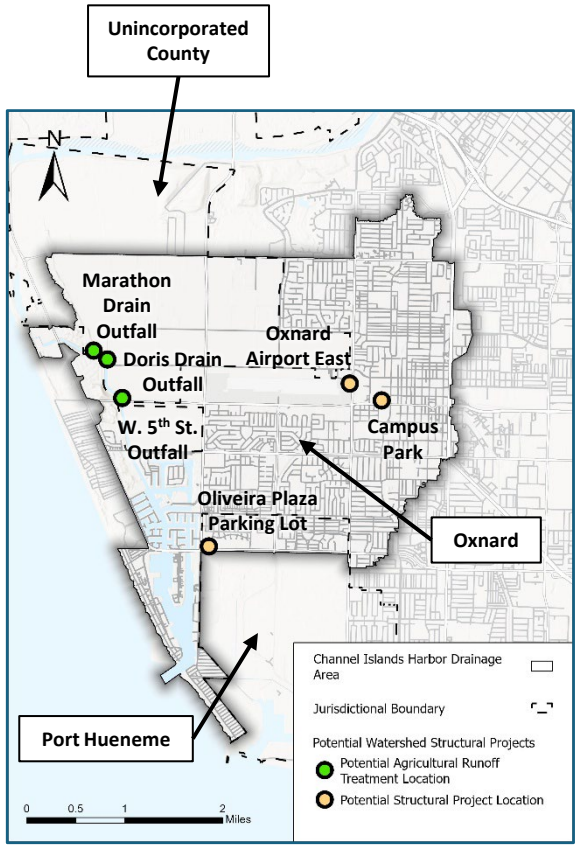


Figure 5: Phase 1 Watershed Structural project locations

CITY NEXT STEPS: WATERSHED STRUCTURAL STRATEGIES

Watershed Structural Strategies

The two-pathway approach including either development of concept-level designs or full development of construction-ready design development can be applied based on available City administrative capacity and/or funding **(Table 7)**. The concept-level design approach limits initial City costs and allows for deferral of engineering design costs and/or potential solicitation of planning grants or loans to complete design. Preparation of construction-ready designs requires higher initial investment to advance project(s) to the 100% design and permit status but allows for projects to be "shovel-ready" and eligible for future construction/implementation-type grant or loan funding opportunities. The recommended Agricultural Runoff Treatment System pilot project is included as a third option for Phase 1 Watershed Structural strategy advancement that is external to the two-pathway approach.

Table 7: Recommended Phase 1 Watershed Structural project advancement strategies

Strategy	Estimated Staff Effort	Estimated Costs	Cost Explanation
Concept- Level Structural Strategy Development	**2-6 hours/week for 26 weeks**	$25,000 - $50,000	• Conduct preliminary feasibility assessment(s) • Prepare concept level designs (3 projects)- assumes contracted design services • Evaluate potential permitting pathways
Construction-Ready Structural Strategy Development	**2-16 hours/week for 24-36 months**	$200,000 - $500,000	• Assumes contracted design services • Geotechnical analysis, land surveys, assess underground utilities • Design services level of effort dependent on City participation and site-specific planning and design requirements
Agricultural Runoff Treatment System Pilot Project	**2-6 hours/week for 12-24 months**	$50,000 - $150,000	• Coordinate with agricultural landowners • Seek and leverage design and construction funding • Assumes contracted design and construction services

Figure 6: Example infiltration strategy concept in mixed land use location (Salinas, CA)

Figure 7: Bioretention cell

Figure 8: Infiltration basin

CITY NEXT STEPS: RECEIVING WATER STRATEGIES

Receiving Water Strategies

Advancement of prioritized Receiving Water strategies requires comprehensive feasibility assessment efforts. Receiving Water strategies require coordination and technical services to address challenging regulatory, financial, and technical issues. Phase 1 activities include a comprehensive combined planning process for the highest-ranking Receiving Water strategies that further explores planning, design, and permitting processes. The recommended Phase 1 approach is to develop preliminary concept plans, technical specifications, and cost information such that the City and project proponents can engage in preliminary consultations with regulatory agencies responsible for permitting **(Table 8)**. Consultation is expected to evaluate the concept designs to inform ongoing design refinements, assess implementation feasibility, and identify any additional planning, special study, or mitigation costs needed to support the potential selection of a single Receiving Water strategy for later-phase implementation. Depicted in **Table 9** are the top three ranking Receiving Water strategies that are recommended for inclusion in the Phase 1 planning-level Receiving Water project.

Table 9: Top-ranked Receiving Water projects

Project Name	Percent RT Reduction (%)	Capital Cost	Annual O&M Cost	Key Implementation Considerations
Open Passive Edison Canal Connection to Ocean	73%	$82,030,000	$790,000	• High permitting effort • Long-term timeline • Intensive long-term O&M
Storage Tank Water Release between Canal/Harbor	45%	$9,200,000	$410,000	• High permitting effort • Long-term timeline • Specialized staff for operation
Edison Canal Pump Resumption – 67 MGD	46%	$36,900,000	$1,150,000	• High permitting efforts • Mid-term timeline • Likely need for fish entrainment mitigation

Table 8: Phase 1 Receiving Water project planning

Strategy	Estimated Staff Effort	Estimated Costs	Cost Explanation
Planning-Level Receiving Water Project	**4-16 hours/week for 24 months**	$250,000 - $750,000	• Assumes contracted preliminary concept design and regulatory permitting services • Design services level of effort dependent on City participation and site-specific planning and design requirements • Planning efforts intended to explore potentially viable pathways to implementation

Recommended Phase 1 Receiving Water strategy activities primarily include a comprehensive planning-level project exploring regulatory permitting, financial, construction, and long-term maintenance considerations. The planning process is intended to evaluate pathways and costs for implementation of circulation improvement project(s). Preliminary regulatory feedback has indicated initiation of Watershed Nonstructural and Structural strategy-related activities is recommended as a prerequisite for Receiving Water strategy advancement.

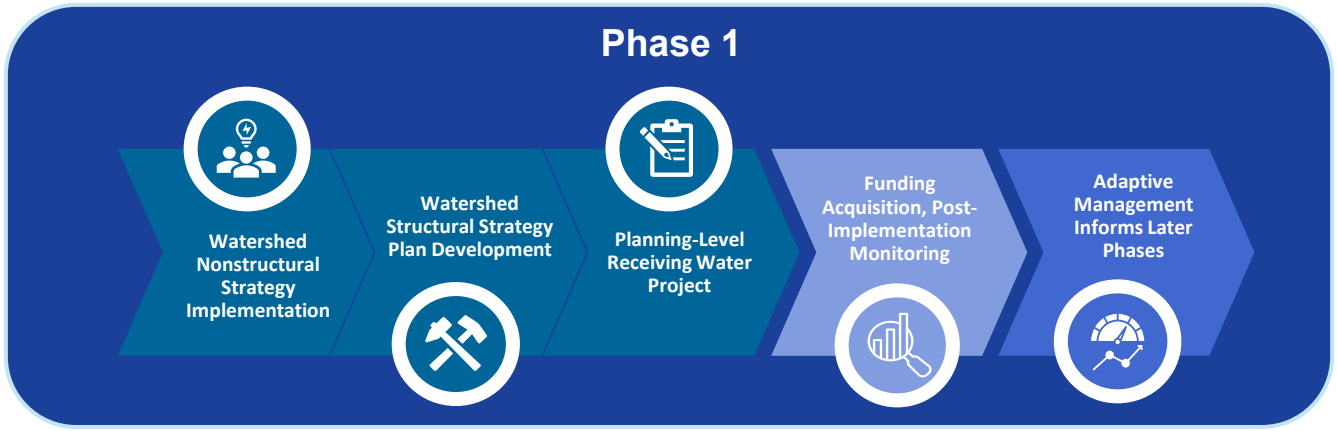
SUMMARIZED PHASE 1 RECOMMENDATION

Recommended next steps for the City of Oxnard include initiating the phased implementation approach with specific planning/implementation efforts for prioritized Watershed Nonstructural, Watershed Structural, and Receiving Water strategies. As planning and implementation progress, it is recommended that the City track and periodically evaluate the administrative, operational, and technical needs of strategy types and individual strategies within Phase 1. Outcomes will inform adaptive management of Phase 1 implementation and support planning and budgeting for implementation in future phases.

As part of Phase 1, it is recommended a comprehensive post-implementation monitoring program be implemented. The monitoring program should be focused on evaluating strategy effectiveness and water quality relative to Study goals & objectives and overall expectations. Monitoring parameters may include, but are not limited to: estimates of pollutant load reduction and multi-benefit parameters for Watershed Nonstructural strategies, administrative effort and other costs, scheduled water quality characterization monitoring in the Harbor, and as-needed discharge and/or special studies for to address project- or location-specific characterization needs. Monitoring program lessons learned will inform ongoing adaptive management processes that will refine strategies and the phased implementation approach.

Additionally, it is recommended that Phase 1 activities include identification and pursuit of specific outside funding opportunities to supplement City-funded work. Development of concept designs and/or construction-ready plans for Watershed Structural strategies positions the City to leverage federal, state, and local grants to implement projects and programs designed to achieve the goals & objectives of this Study. Outcomes of the Phase 1 planning-level Receiving Water project is also anticipated to inform later phase funding acquisition efforts.

Finally, it is recommended that Phase 1 includes collaboration with partner organizations to further evaluate the feasibility, technical specifications, and cost information of Receiving Water strategies such that the City and project proponents can engage in preliminary consultations with regulatory permitting responsible agencies. Further, the integrated and concurrent Watershed Nonstructural and Watershed Structural project-planning and implementation approach outlined in this plan will help advance discussions with regulatory and funding agencies and will support long-term efforts to improve water quality and circulation within the Harbor. Phases 2 and 3 will leverage outcomes and lessons learned from all Phase 1 activities to refine and optimize implementation, planning, and eventual maintenance of implemented strategies.



PROPOSED CITY BUDGET PLAN- PHASE 1 (YEAR 1)

The proposed preliminary budget plan is intended to facilitate near-term environmental outcomes by establishing a structured framework for City-led program management during the first year of Phase 1 implementation **(Table 10)**. The recommended approach includes initiating Phase 1 project development activities, developing a concurrent preliminary monitoring program to evaluate strategy feasibility and effectiveness, and pursuing coordinated funding acquisition efforts to support long-term program implementation advancement and stability.

The proposed budget plan is designed to align City-held ARPA[1] funds ($1 million in Year 1) with anticipated expenditures and to sequence initial Phase 1 investments in support of Study goals & objectives. Results from early implementation and monitoring will inform ongoing project development, implementation, and funding allocation processes. Lessons learned through monitoring and adaptive management will guide future investment strategies - including the proposed allocation for the second year of Phase 1.

Table 10: Phase 1 Budget Plan

Strategy Type	Strategy	Proposed Allocation[2]	Total Cost[3]	Cost Details
Watershed Nonstructural	Agricultural Coordination	$50,000	$75,000	Attend/conduct collaboration meetings; develop and produce appropriate materials
	Outreach & Training	$50,000	$467,500	Training curriculum development; conduct meetings
	Animal Waste Management	$75,000	$425,000	Signage postings; bag dispenser deployment; on-the-ground waste cleanup
	Street Sweeping & CBC Optimization	$200,000	$3,937,500	Analysis & optimization of sweeping routes and CBC work plan; technological upgrades; contract enhancements
	Illicit Discharge Detection & Elimination	$75,000	$300,000	Development of work plan and protocols; rapid response pilot project
Watershed Structural	Concept-Level Design Development for 2 Structural Strategies	$150,000	**Dependent on Selected Projects**	Conduct project-level feasibility assessment(s); prepare concept-level designs – assumes contracted design services; evaluate permitting needs
	Agricultural Runoff Treatment System Pilot Project Initiation	$50,000	$240,000	Coordination with agricultural landowners; seek and leverage design and construction funding – assumes contracted services; address key discharges at Marathon, Doris or W. 5th Street discharge
Receiving Water	Planning-Level Receiving Water	$175,000	**Dependent on Selected Project(s)**	Preliminary concept design(s) plan development and regulatory agency consultation
Other	Funding Identification & Grant Planning/Submittals	$75,000	$325,000	Initiate funding acquisition planning; research and pursue appropriate opportunities to supplement available City funds
	Post-Implementation Monitoring	$100,000	$500,000	Development of monitoring work plan and protocols
	TOTAL	**$1,000,000**	**$6,270,000+**	--

[1] American Rescue Plan Act (ARPA): A $350 billion federal stimulus program from 2021 providing relief for COVID-19 impacts, funding public health, economic recovery, essential workers, and infrastructure such as water, sewer, and stormwater projects.
[2] Proposed allocations are indicative of the first year of implementation and may not reflect a given project's entire cost of implementation.
[3] Total costs presented here are a sum of estimated capital costs and 5 years of estimated annual costs.

NEXT STEPS: FUNDING ACQUISITION

A key component of near-to-mid-term next steps during and following Phase 1 is the development of a comprehensive approach to acquisition of funding for selected mitigation strategies. A diverse suite of potential grant or loan funding programs are available and appropriate to support various mitigation strategy types in Phase 1 **(Table 11).**

Development of a structured framework to help the City and other interested parties to identify and prioritize projects best positioned will assist in obtaining competitive grant or loan funding and in diversification of funding sources for priority projects. Grant opportunities aligning with the program goals to improve circulation and water quality can be identified, tracked, and followed through on. Projects can then be matched with suitable funding sources in order to strategically enhance the City's potential for successful implementation.

This approach reduces reliance on local funds while maximizing benefits to the community and environment. Potentially suitable funding opportunities for each mitigation strategy are further presented in the Project Fact Sheets in ***Appendix A – Mitigation Strategies Analysis Report & Appendices***.

Table 11: Potential grant opportunities from *Appendix A – Mitigation Strategies Analysis Report & Appendices.*

Funding Program	Funding Amount	Dates/Deadline
Coastal Conservancy Grants	No min/max: Anticipated grant $200K – $5M.	Rolling
Nonpoint Source (NPS) 319 Program	$50K - $1M	Rolling
Stream Flow Enhancement	$30M available	Rolling
Agricultural Drainage Management Loan Program[1]	$100K - $5M	Rolling
Replacing, Removing, or Upgrading Underground Storage Tanks (RUST) Program[1]	$3K - $70K	Rolling
Water Infrastructure Finance and Innovation Act (WIFIA)[1,2]	$6.5B available	Rolling
Port Infrastructure Development Program	$1M - $125M	Due February 28, 2026
F25AS00188 Coastal Program FY25	Up to 500K	Rolling
Small Surface Water and Groundwater Storage Projects (Small Storage Program)[2]	Up to $30M	Due April 17, 2026
Community Development Block Grant (CDBG)	$3B available annually	Applications currently closed as of November 2025
Transformative Climate Communities (TCC) Program	$300K - $29.5M	Applications due Fall 2026
Community Resilience Centers (CRC) Program	$100K - $10M	Deadlines announced mid-2026
Climate Smart Agriculture Technical Assistance Grants	Up to $150K	Anticipated to open in 2026
Healthy Soils Block Grant Program	$2M - $5M	Anticipated to open in mid-2026
Regional Source Reduction Assistance Grant	7-27 awards with $40K – $240K	Anticipated to open February 2026
National Wetland Program Development Grants	$25K – $500K	Anticipated to open May 2026
Environmental Enhancement & Mitigation	$750K – $1.5M; $7M available	Anticipated to open May 2026
Encampment Resolution Funding (ERF) Program	$1.5M - $45M	Anticipated to be due June 30, 2026
FY 2026-27 Wildfire Prevention Grants	$135M available	Anticipated to open June 2026
Land and Water Conservation Fund[2]	Up to $6M	Anticipated to open mid 2026
EJ4 Climate Grant Program	Up to $175K	Anticipated Fall 2026
California Proposition 4	Dependent on specific program; $10B available in total	Dependent on specific program

[1]Loan program
[2]Requires funding match from program applicant

NEXT STEPS: MONITORING

As planning and implementation efforts move forward, a comprehensive water quality monitoring program is proposed (see ***Appendix A – Mitigation Strategies Analysis Report & Appendices***) to evaluate the effectiveness of mitigation strategies and support ongoing adaptive management. A robust baseline monitoring program is recommended to generate consistent, defensible data to track mitigation strategy performance, long-term Harbor water quality trends, assess pollutant discharges, and guide future investments. Baseline water quality monitoring will measure key parameters such as conventional, metals, and pesticide pollutant concentrations, dissolved oxygen, salinity, temperature, turbidity, and to evaluate progress toward Water Quality Objectives and beneficial use standards.

The proposed monitoring framework builds on existing open-source monitoring data and existing datasets from the City, County, Farm Bureau, and regional programs. It is intended to expand existing monitoring coverage across Harbor, Canal, and watershed sites. Quarterly sampling is recommended as a cost-effective baseline, with the potential to increase to a monthly frequency as funding permits. Sampling during both dry- and wet-weather events will capture seasonal and event-driven variability, providing a complete picture of in-Harbor conditions.

Separate monitoring approaches are proposed for Watershed Nonstructural and Structural mitigation strategies. Watershed Nonstructural programs will include both qualitative and quantitative tracking centered around metrics such as debris removal, street sweeping coverage, and outreach participation to evaluate efficiency and cost-effectiveness. Structural strategy monitoring will focus on pollutant load reduction and operational cost, level-of-effort, and resource needs following implementation.

Collected data will be compiled into a centralized database for trend and performance analysis, summarized and communicated in annual reports, and used to adaptively refine program actions. Data gaps identified within collected monitoring program data will be flagged for supplemental monitoring efforts. Ultimately, the monitoring program functions as a feedback mechanism for ongoing management, directly linking project results to decision-making. Adaptive management will allow these efforts to evolve and strengthen over the three phases of implementation. By measuring outcomes, comparing costs and benefits, facilitating interagency coordination, and communicating results, the program will ensure continuous improvement in water quality, circulation, and ecological resilience throughout the Harbor system.

- Track Long-Term Trends
- Assess Pollutant Discharges
- Guide Adaptive Management and Future Investments

Phase 1	Phase 2	Phase 3
- Baseline data monitoring - Set sampling frequency - Identify funding opportunities	- Evaluate monitoring datasets - Refine tracking and monitoring	- Implement updated maintenance and monitoring needs based on outcomes of previous phases

CONCLUSION

The Channel Islands Harbor Implementation Plan provides a structured, adaptive roadmap to restore and improve water quality and circulation within the Harbor. Built on the foundation of the overall Water Quality Feasibility Study's previous efforts, this Plan integrates technical analysis, prioritization scoring, and interested party coordination to develop a prioritized guide for Phase 1 of a three-phased approach to the implementation of Watershed and Receiving Water strategies. Each phase includes concurrent planning, implementation, maintenance, monitoring, and adaptive management elements.

Moving forward, successful strategy implementation will depend on collaboration amongst the City, community partners, regulatory and funding agencies, and other interested parties. Initial efforts focus on prioritizing top-ranked strategies, securing funding, and commencing early implementation efforts. Continuous monitoring and adaptive management will ensure that results inform future actions, maintaining progress toward the long-term goals of improving water quality, enhancing circulation, and strengthening ecological resilience across the Harbor system.

Figure 9: Recreators kayaking in the Harbor

Figure 10: The Harbor connection to the ocean

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Figure 9: Recreators kayaking in the Harbor

Figure 10: The Harbor connection to the ocean

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Table 2: Generalized Phased Approached Implementation Plan

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Table 4: Phase 1 Implementation Opportunities and Constraints

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Table 6: Recommended Watershed Structural projects based on Pollutant Load Reduction and Cost-Effectiveness

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Appendices

Appendix A: *Mitigation Strategies Analysis Report & Appendices*

Appendix B: *Detailed Phased Implementation Plan*

Appendix C: *Weighted Prioritization Project Matrix*

Appendix D: *Weighted Prioritization Project Matrix Guide*

CITY OF OXNARD CALIFORNIA

Mitigation Strategies Analysis Report
Channel Islands Harbor
Oxnard, CA
December 2025

CRAFTWATER
SCIENCE • STRATEGY • ENGINEERING

EXECUTIVE SUMMARY

The Channel Islands Harbor (Harbor), located in Oxnard, California, is experiencing water quality challenges following the 2018 decommissioning of a local power plant cooling system. The plant's once-through cooling system historically circulated 1.5 billion gallons of water per month by pumping water from the northern portion of the Harbor and discharging to the Pacific Ocean. Before decommissioning, the pumps enhanced in-Harbor circulation which helped to maintain higher dissolved oxygen levels and limit pollutant accumulation. Following decommissioning, reduced circulation led to stagnant Harbor zones, incidences where pollutant concentrations exceed Water Quality Objectives were observed (e.g. metals and pesticides), and low dissolved oxygen levels were measured indicating water quality degradation. Harbor residents and users observed degraded conditions, including foul odors, marine die-offs, and reduced water quality. Potential pollutant and other inputs from surrounding agricultural, residential, commercial, and industrial land uses compound the circulation challenges. In 2024, the Harbor was formally listed as an impaired waterbody under Section 303(d) of the California Integrated Report due to pyrethroid pesticide contamination.

The Water Quality Feasibility Study and Implementation Plan program is designed to identify and evaluate strategies to restore circulation, reduce pollutant inputs from upstream, and improve overall Harbor conditions. The program leverages existing data, incorporates new modeling analyses, and includes field visits and data reviews to support project evaluation. Mitigation strategies are refined through a metric-based evaluation of feasibility, effectiveness, and cost.

The Mitigation Strategies Analysis Report[1] sets the framework for a phased, adaptive plan that uses ranked and prioritized projects, identifies potential funding opportunity options, and communicates a plan for solutions to key interested parties. Expected next steps include initial phase planning and implementation activities for pollutant source control and treatment mitigation strategy options in watershed areas draining to the Harbor along with concurrent planning for potential circulation improvement mitigation strategies. The structured, adaptive approach ensures transparent, data-driven decision-making and provides a roadmap for long-term Harbor improvements.

[1]This Mitigation Strategies Analysis Report is presented as a graphic-oriented, summary-level report document. Additional technical detail is provided in Appendices A-F.

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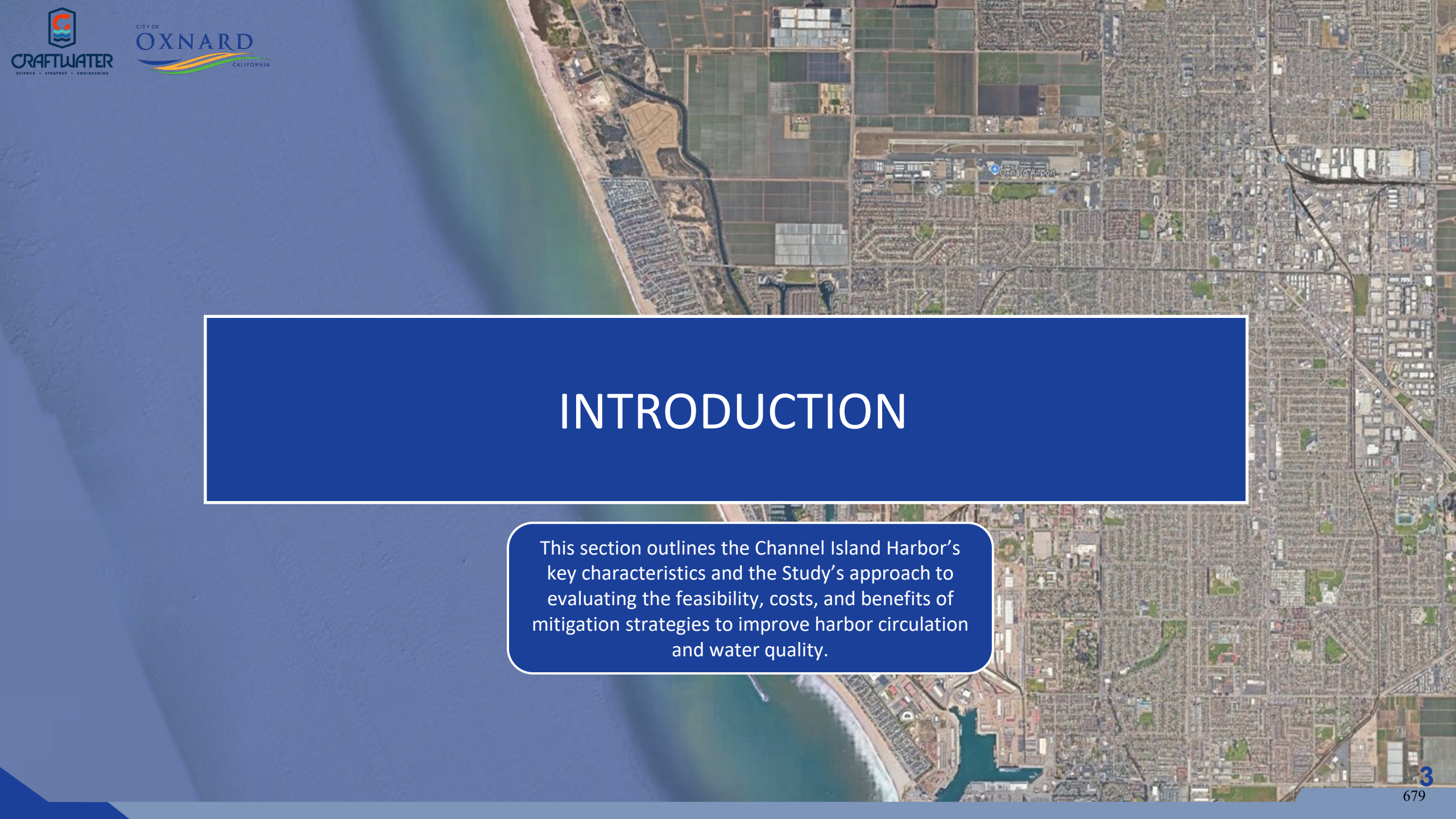
Figure 1: Aerial view of Mandalay Generating Station and Edison Canal



INTRODUCTION

This section outlines the Channel Island Harbor's key characteristics and the Study's approach to evaluating the feasibility, costs, and benefits of mitigation strategies to improve harbor circulation and water quality.

INTRODUCTION

PROJECT LOCATION

The Channel Islands Harbor (Harbor), located in and adjacent to the city of Oxnard (City), was constructed in the 1960s and 1970s as a small craft and recreational harbor. The Harbor is situated in the southwest portion of Ventura County with a main channel connection to the Pacific Ocean.

The Harbor features over 2,000 boat slips with marina and fishing facilities as well as residences, restaurants, and businesses. Recreational activities associated with the Harbor include diving, boat charters, kayaking, sportfishing, and seasonal whale watching. The Harbor contains approximately 166 acres of water surrounded by approximately 126 acres of land with a variety of land uses.

KEY ISSUE- HARBOR CIRCULATION

Historically, drainage from the area where the Harbor now sits was directed through a series of ditches to the Port Hueneme harbor. Since that time, development of the Harbor and Edison Canal (Canal) led to an unusual source of water circulation - For approximately 60 years prior to 2018, the Mandalay Generating Station (MGS) located upstream of the Harbor at the northern end of the Edison Canal (Canal), used a Once-Through Cooling (OTC) pump system to cool power generation equipment. The OTC system drew approximately 1.5 billion gallons of water per month from the Edison Canal at the northern end of the Harbor and then discharged the water to the Pacific Ocean. Changes in the State of California regulatory framework resulted in OTC pump decommissioning, impacting both circulation and water quality within the Harbor. Since 2018, tidal currents have driven Harbor water circulation. Existing water quality conditions and configuration that limit circulation and have impacted beneficial uses (i.e. REC-1, REC-2) for certain Harbor areas.

Figure 2: Recreators kayaking in the Harbor

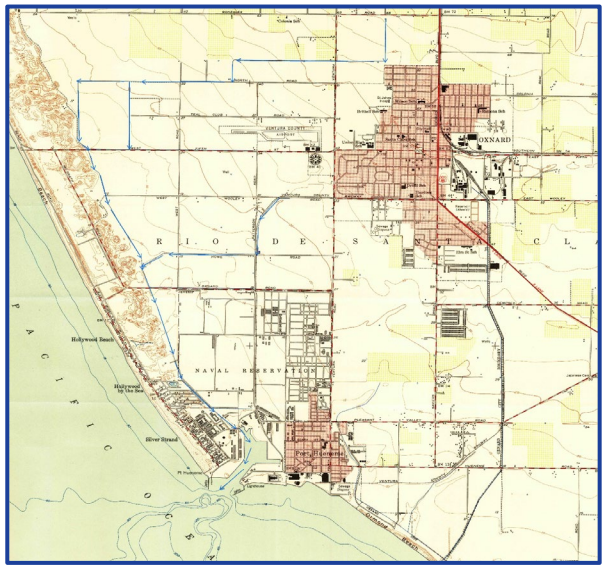


Figure 3: 1949 USGS topographic map depicting the early canal configuration prior to Harbor construction.

PROJECT SETTING

HARBOR

The Harbor is a semi-enclosed coastal water body that serves as a vital recreational, residential, and ecological resource. It is divided into three areas (west, east and peninsula) served by separate public roads. The west side consists of marinas, a linear park, restaurants, residential development and retail businesses. The peninsula is dominated by hotel development, marinas, apartments and condominiums. The east side is primarily commercial and serves boaters by offering boat yards, a marine supply store, boat sales, law enforcement, administration and search and rescue facilities. The blend of maritime infrastructure, tourism, and community amenities supports nearly a thousand jobs and an estimated $200M per year of economic activity.

DEMOGRAPHICS

The City of Oxnard (City), home to over 200,000 residents, is a culturally rich and demographically diverse community. Approximately 74% of the population identifies as Latino or Hispanic, with a strong presence of working-class families and a relatively young median age. Many homes house multiple generations. This demographic profile influences both the City's development patterns and its environmental priorities.

Figure 4:
Channel Islands Harbor Area
1) 1953
2) 1977
3) 2025

Figure 5:
The former Mandalay Generating Station's Once-Through-Cooling system previously pumped ~1.5 billion gallons/month out of the Edison Canal.

PROJECT SETTING

CLIMATE

The region's Mediterranean climate brings mild, wet winters and warm, dry summers. Annual precipitation averages between 15 and 18 inches, with the majority falling between November and March **(Figure 6).** While the climate is generally dry, occasional intense storms can generate significant runoff, impacting water quality in the harbor and testing the capacity of the municipal separate storm sewer system (MS4) or storm drain system.

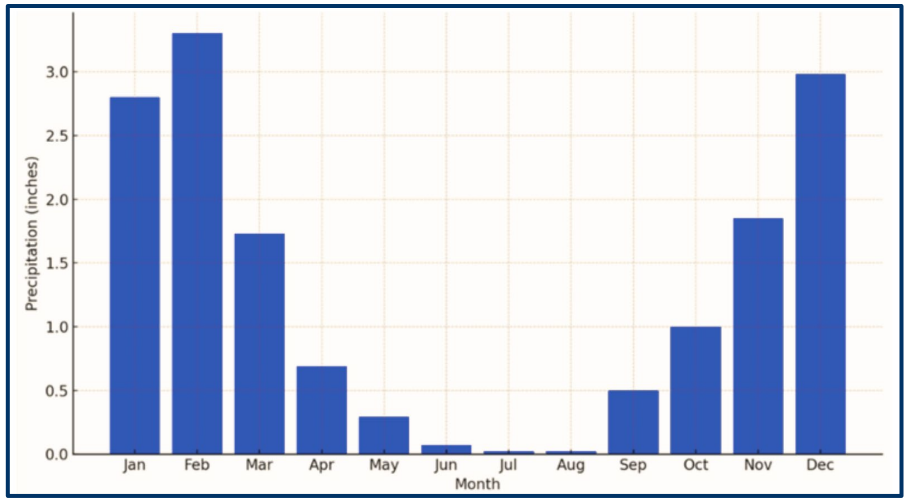


Figure 6: Average monthly precipitation in Oxnard, CA

WATERSHED

Behind the harbor's scenic waterfront lies a complex and dynamic watershed system that plays a critical role in shaping the harbor's environmental health and urban infrastructure.

The watershed draining into the Channel Islands Harbor is part of the Ventura Coastal Watershed Management Area—a collection of smaller coastal drainage basins situated between the larger Ventura River, Santa Clara River, and Calleguas Creek watersheds **(Figure 7)**.

These basins funnel stormwater and runoff from a diverse landscape that includes residential neighborhoods, agricultural fields, and industrial zones. The potential of these land use types to contribute pollutants to the surrounding environment and waterbodies can contribute to water quality issues in the Harbor.

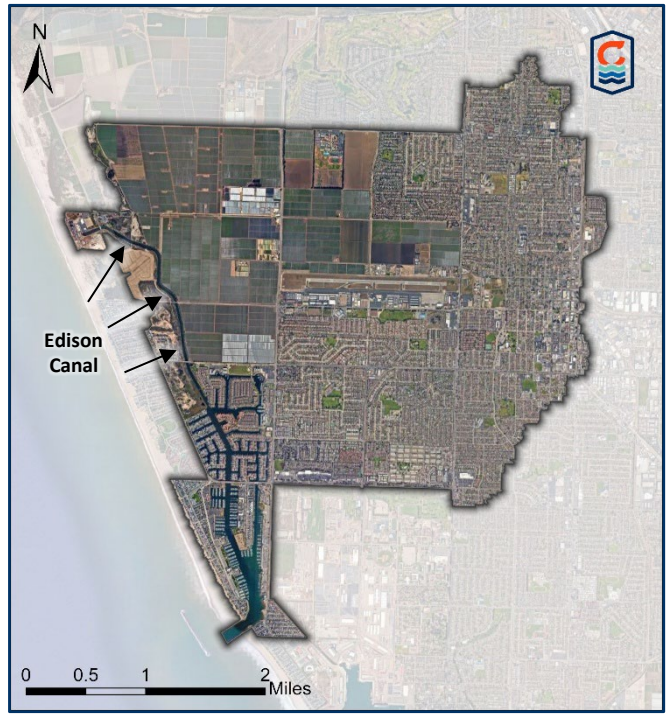


Figure 7: Watershed area of the Channel Islands Harbor

LAND USE

LAND USE

Land use in the watershed is a mosaic of urban and rural elements. The Harbor is surrounded by well-established residential communities such as Seabridge, Westport, and Mandalay Bay, where homes are interlaced with the Edison Canal and marinas. To the north and east, expanses of farmland dominate the Oxnard Plain, contributing both economic vitality and environmental challenges, particularly in the form of agricultural runoff. Land ownership is split among private homeowners, local municipalities, and state agencies, with public infrastructure and utilities interwoven throughout **(Figure 8)**. The drainage area contributing to the Harbor is 7,661 acres.

Table 1: Land uses in the Channel Islands Harbor watershed

Land Use Category	Area (acres)	Proportion of Total Area
Commercial	663	9%
Cultivated	2019	26%
Industrial	288	4%
Open Space/Other	716	9%
Road – Low Traffic	1,372	18%
Road – Medium Traffic	16	0.2%
Residential – Multi Family	668	9%
Residential – Single Family	1,609	21%
Water	308	4%

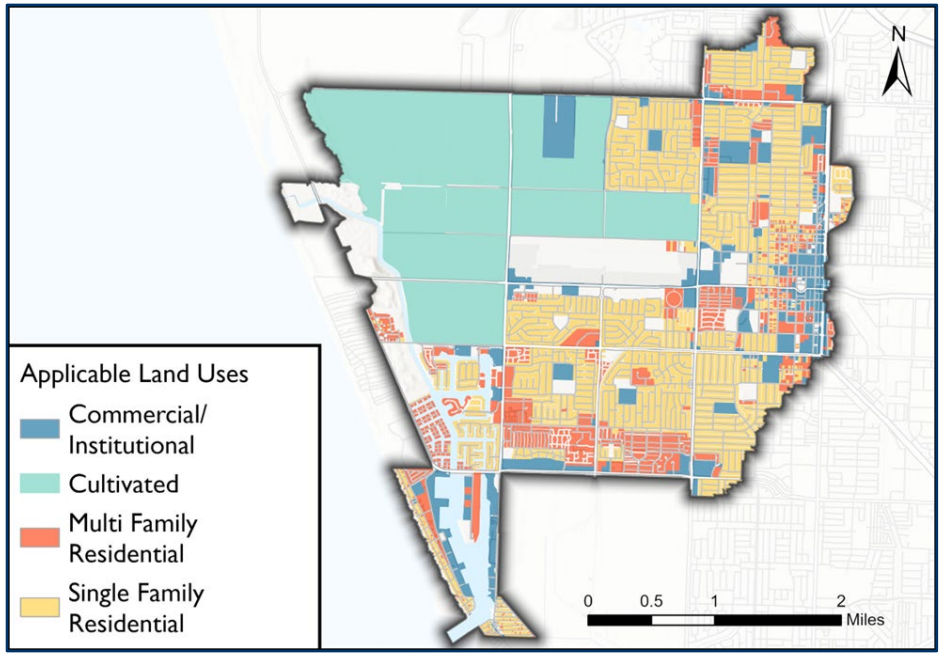


Figure 8: Applicable land uses in the Channel Islands Harbor watershed

The diverse land uses present around the Harbor, necessitates extensive coordination among interested parties in the development of feasible solutions to protect and enhance Harbor water resources.

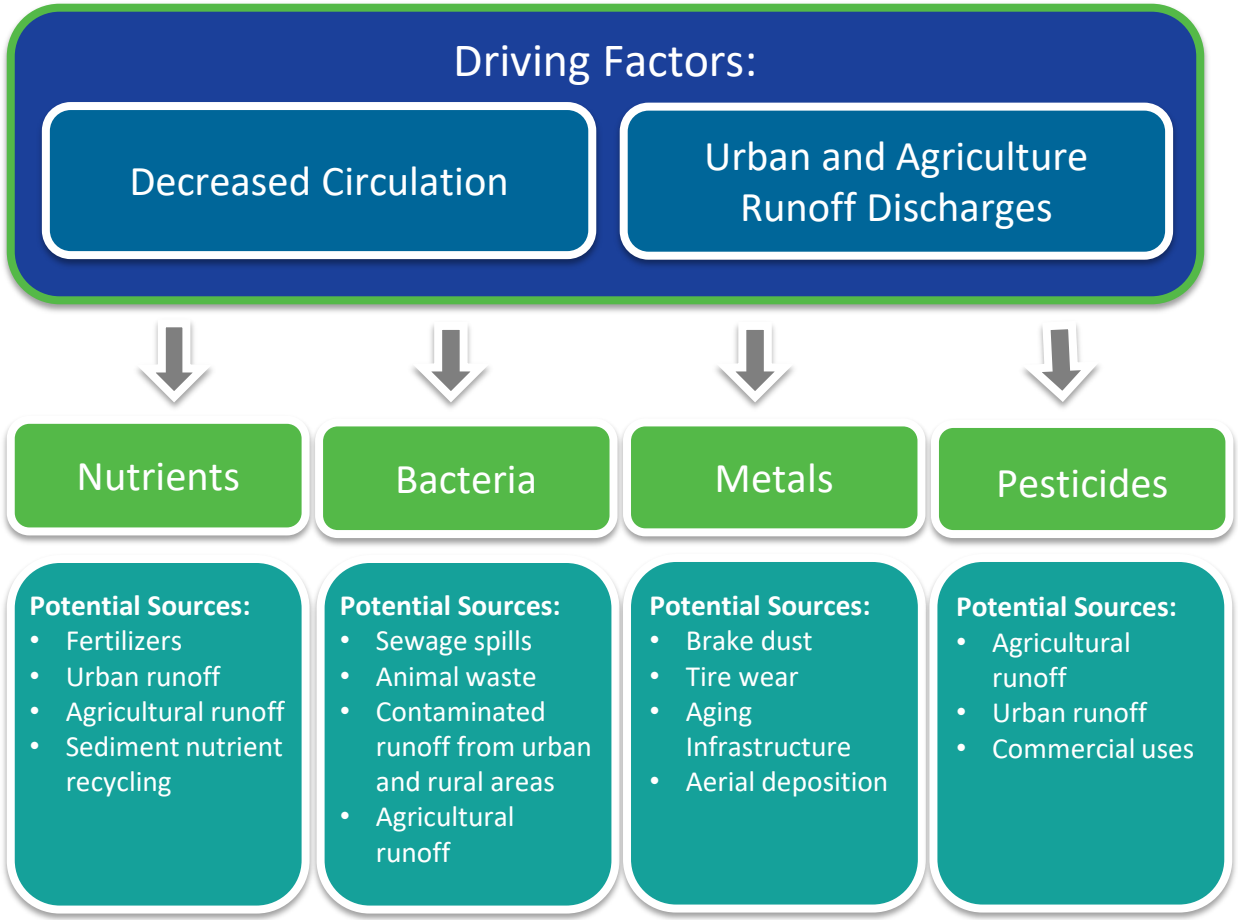
WATER QUALITY

WATER QUALITY CONCERNS

Channel Islands Harbor's overall water quality reflects both watershed loading and in-harbor circulation: after the MGS pumps were shut off, interested parties noted that reduced circulation could lengthen residence times, decrease mixing (leading to higher pollutant concentrations), and depress Dissolved Oxygen (DO) in poorly flushed coves—a pattern confirmed by mapping the lowest DO where modeled residence times are highest. Loading of nutrients, bacteria, metals, pesticides, and other pollutants of concern can wash off from the upstream agricultural residential, and industrial areas and providing external inputs to the Harbor.

For regulatory context, the Harbor lies in the Ventura County Coastal watershed. Municipal agencies are regulated under the municipal separate storm sewer system MS4 NPDES permit program which focuses on MS4-controllable sources. The MS4 system is regulated by the Los Angeles Regional Water Quality Control Board and is supported by public education, pollution prevention, monitoring, and other programs aimed at reducing urban runoff pollution. Agricultural and Industrial General Permit facilities are covered under separate NPDES permit programs. Together, this means Harbor improvements hinge on coordinating permittees and interested other parties conducting pollutant reduction efforts with steps that address long-residence-time circulation challenges.

The Ventura Countywide Stormwater Quality Management Program comprised of MS4 Permittees developed the Watershed Management Program (WMP) which identified indicator bacteria as a priority pollutant to address in this watershed, with Kiddie and Hobie Beaches under a Total Maximum Daily Load (TMDL) for bacteria. The WMP actions centered on bacteria reductions for the coastal watershed.



OXNARD INFRASTUCTURE

STORM DRAIN SYSTEM

Managing stormwater in such a varied landscape requires a robust infrastructure. Oxnard operates a large, interconnected MS4 system which includes an extensive network of storm drains, catch basins, and outfalls that collect and convey surface runoff from streets, parking lots, and other impervious surfaces and discharge into the Harbor and nearby water bodies **(Figure 9)**. The system is designed to prevent flooding by rapidly moving stormwater runoff away from developed areas and into local waterways. Unlike the sanitary sewer system, storm drains carry untreated water directly to waterbodies. This creates the necessity for pollution prevention measures to prevent adverse impacts to water quality, such as street sweeping and catch basin cleaning. **Table 2** below inventories the main components of the MS4 system in the City of Oxnard. Additional County of Ventura storm drain infrastructure drains to the Harbor.

Table 2: Inventoried key features of the Oxnard storm drain system

Storm Drain Component	Count in System	Count in Drainage to CIH
Catch Basin	4,515	1,344
Filter screen	302	37
Outfall	93	73
Culvert	3.6 miles	0.1 miles
Open channel	55 miles	11 miles
Pipe	211 miles	42 miles
Detention basin (footprint)	81 acres	1.7 acres

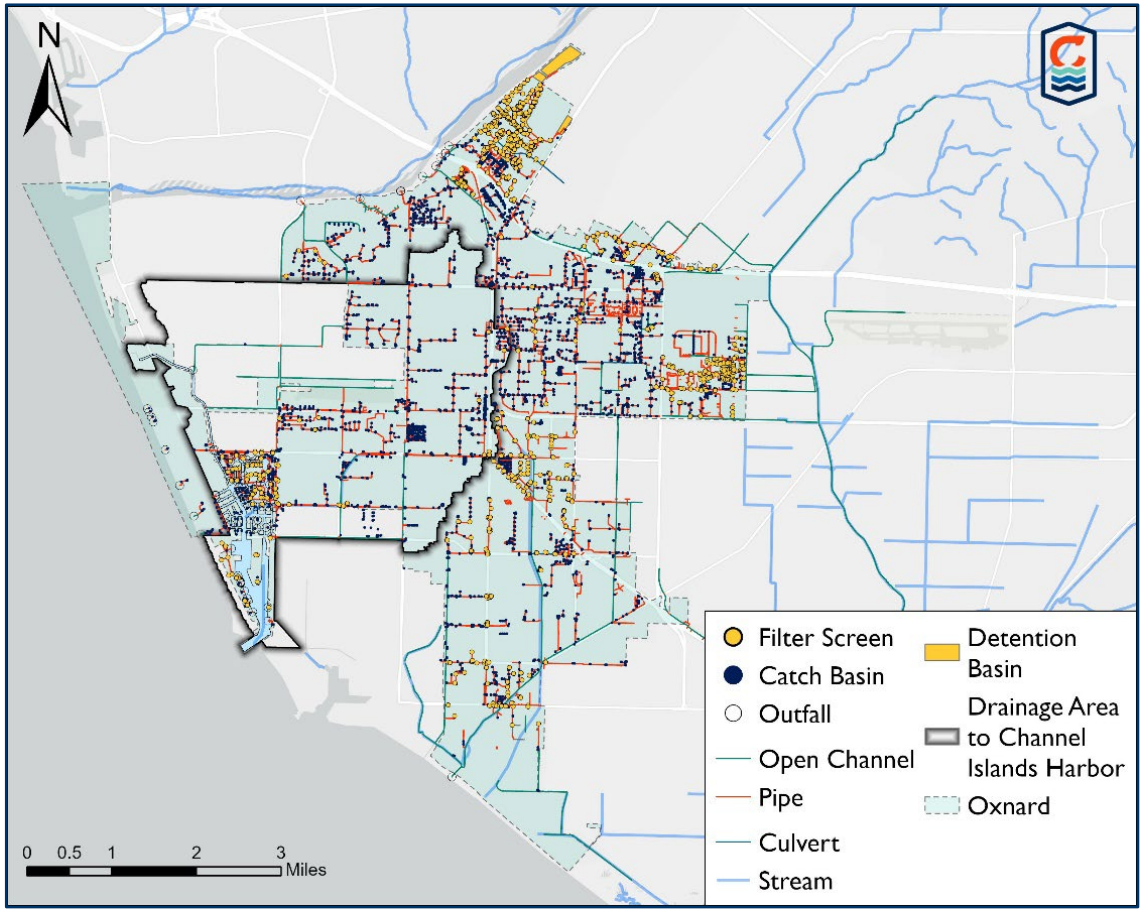


Figure 9: Key features of the Oxnard storm drain system; additional County of Ventura storm drain infrastructure not pictured.

CITY ROLE

The City organizational structure aligns a number of departments to assist in efforts to improve the Harbor circulation and water quality challenges. At the highest level, the at-large elected Mayor and six district-elected council members serve as the primary legislative body and make policy and funding decisions related to City infrastructure, assets, and priorities. The City manager oversees City departments and staff to implement Council decisions and directives.

To ensure organized City involvement, one on one meetings were held with various City department chairs including the following City divisions: Code Enforcement, Community Development, Environmental Resources, Police Department, PIO, Stormwater

In these meetings goals were discussed and over arching issues that need to be addressed affecting the Channel Island Harbor and surrounding areas. Early and continuous engagement throughout the implementation process in a critical step as staff provide key information into technical, regulatory, and community insights which can influence the success of these projects. City staff can highlight opportunities and issues across public works, planning, and environmental services. Building these partnerships fosters transparency, streamlines approvals, and reduces delays, while also ensuring that water projects are designed to meet both community needs and environmental standards. Ultimately, working closely with city departments strengthens project credibility, enhances stakeholder support, and leads to more sustainable, resilient outcomes.

City Manager:
*"Provides strategic leadership to the City organization and oversight of the daily operations of the City in accordance with the policies of the **City Council,** Community Development Commission Successor Agency, and Housing Authority."*

Public Works

Community Development

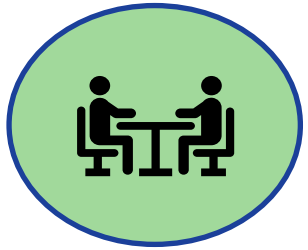
Police Department

Stormwater
"Responsible for the maintenance and management of the City's storm drain system and manages compliance with the Municipal Separate Storm Sewer System (MS4) permit."

Code Compliance
"*Responsible for ensuring that businesses and residents maintain safety and quality of life in Oxnard by adhering to codes relating to building, zoning, advertising and property maintenance, among others."*

Field Services Bureau:
Supports Oxnard's community through information dissemination, operations, and crime and safety protection.

Environmental Resources
"Protects public health and the environment by safely and efficiently disposing of trash and recyclables, and ensures compliance with state and local laws"



PROJECT SETTING

PROBLEM STATEMENT

Years immediately following the MGS OTC system decommissioning were characterized by a degradation in both water quality and circulation within the Harbor. Harbor residents and users noted foul odors, marine species die-offs, and general indicators of degraded water quality and circulation issues. In 2021, the Harbor Marine Advisory Committee (MAC) commenced robust water quality sampling within the Harbor and surrounding drainage area due to concerns about degraded water quality. The Harbor was found to exceed water quality standards for select pesticides and both the Harbor and Edison Canal were added to the 303(d) Impaired Water Bodies list in 2024.

Water residence times near Seabridge and Westport were estimated to be approximately 6 days when the OTC pumps were active. Residence times in this area increased to an estimated 20-30 days following the decommissioning of the pumps. Residence times in the upper portion of Edison Canal could reach upwards of 70 days now with the pumps inactive **(Figure 10)**. Water quality and circulation issues hinder the Harbor and the Edison Canal's recreational and other beneficial uses, further exacerbating the concerns of residents and the public.

The overall complexity of the water quality and circulation issues faced within the Harbor make the establishment of comprehensive and contextually appropriate goals and objectives a key aspect of any effective solution or set of solutions.

Harbor maintenance responsibility is shared between the City of Oxnard and Ventura County, with additional coordination from the USACE and Coast Guard. Diversity of land use and shared responsibility for maintenance highlight the need for coordinated efforts in addressing Harbor water quality and circulation challenges.

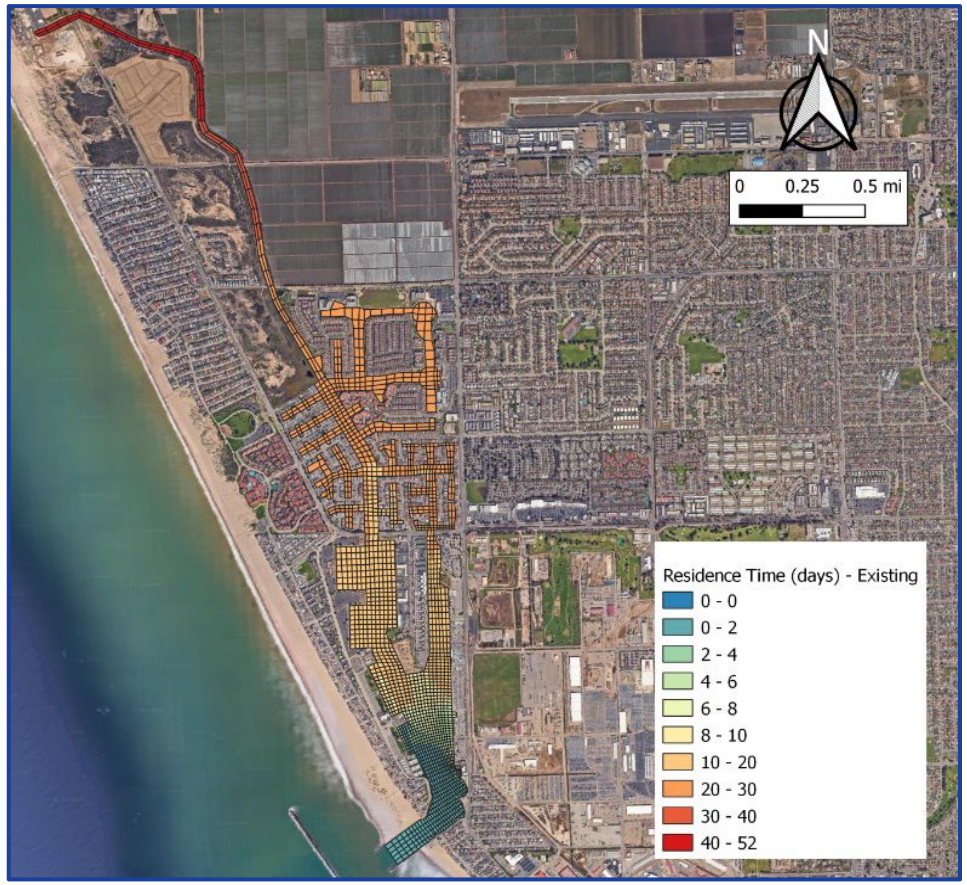


Figure 10: Modeled water residence times in CIH

GOALS & OBJECTIVES

MITIGATION STRATEGY DEVELOPMENT

To address circulation and water quality issues, Harbor managers, resident representative, and City department leads, users collaborated on this Channel Islands Harbor Water Quality Feasibility Study (Study). The Study outlines a phased, project-based approach for mitigation strategies to address water quality and circulation challenges.

The goals of the Study are to develop a suite of mitigation strategies and implementation to provide solutions to the water quality challenges facing the Harbor. Comprehensive strategies span a range from pollutant source control (Watershed Nonstructural) and treatment (Watershed Structural) options for the watershed areas draining to the Harbor to in-water (Receiving Water) methods of enhancing water circulation and oxygenation.

Implementation anticipates to require a phased approach where strategies can be applied in over near-, medium-, and long-term timelines commensurate with expected benefit, available funding, ease of implementation from operational, community benefit, and environmental permitting perspectives. The future project Implementation Plan will outline the phased mitigation strategy approach and provides a pathway forward via communication of the vision, strategy details, and cost-benefit to a wide array of interested parties, ensuring that the project is transparent and accessible.

Watershed Nonstructural Strategies

Potential strategies include education and outreach, street sweeping, catch basin cleaning, encampment and animal waste management, and other mitigation strategies. These strategies typically correspond with a less-substantial up-front capital cost and in some cases limited annual O&M obligation.

Watershed Structural Strategies

Potential strategies involve filtration and/or infiltration basins and agricultural runoff treatment systems. Numerous individual project opportunities are identified in the watershed area and subsequently evaluated for their suitability for different structural project types and their prospective benefits.

Receiving Water Strategies

Potential strategies offer enhanced water clarity and quality. These strategies are primarily focused on improvements to water circulation patterns within the Harbor and Edison Canal. This approach may be both the most directly effective in achieving end goals of Harbor water quality improvements and the most challenging to implement from an environmental permitting and funding perspective.

OVERARCHING APPROACH

Key goals to be addressed by this Study include:

- **Address water circulation and quality issues** to meet a reasonable standard that supports appropriate Harbor beneficial uses for residents and the public.
- **Provide pollutant source control and/or treatment options** for the Harbor drainage area to improve dry- and wet-weather discharge input quality.
- **Prepare a prioritized and phased Implementation Plan** structured to provide a roadmap for viable projects including costs and potential funding sources.

Study objectives aim to leverage existing watershed, water quality, and Harbor-specific data, City and interested party team expertise, and local- and regional- information to develop feasible solutions. Existing data, combined with additional modeling and analyses informs planning efforts, development and assessment of mitigation strategies to address circulation and water quality challenges, and preparation of a viable Implementation Plan. The planned project Implementation Plan is expected to provide a guide for future project development, funding, and execution.

Leverage Existing Data & Information: Gather and evaluate available watershed inputs and Harbor data and information. This effort includes:

- Coordination with key interested parties such as the City, the MAC, the Farm Bureau, and other regional entities with land management, ownership or use responsibilities.
- Development of focused datasets to inform planned modeling analyses and identify potential data gaps.
- Compilation of existing water management strategies in the watershed.
- Outline and refine mitigation strategy needs, opportunities, constraints, and potential benefits.

Mitigation Strategy Development: The mitigation strategy development objective includes three elements:

1. **Initial** – Identify a broad spectrum of potential strategies to address circulation and water quality issues.
2. **Refined** – Narrow the range of initial strategies through metric-based evaluation of viability and effectiveness.
3. **Ultimate** – Finalize a selection of mitigation strategies and develop a report that documents mitigation strategy descriptions, implementation attributes, budget, and schedules for projects to address Harbor water quality issues.

Implementation Plan: A key project outcome is the development and communication of an Implementation Plan that includes select mitigation strategies to improve Harbor circulation and water quality, incorporating two elements:

1. **Overall** – Formulate an integrated, phased Implementation Plan to guide multi-benefit projects with cost-sharing opportunities.
2. **Refined** – Develop, document, and communicate a metric-based approach for adaptive strategy management and project planning.

The planned Implementation Plan adaptive management strategy will allow the City to adjust the phased project implementation based on ongoing water quality information, interested party input, available funding, and other factors that may influence long-term goals to improve circulation and water quality. These activities seek to maximize Harbor ecosystem, recreational, and commercial benefits.

STUDY PROCESS

The Study process aims to leverage existing data and team expertise to develop targeted, feasible solutions that can be phased for maximum effectiveness. Existing data, combined with additional modeling and analyses, informs planning efforts and development and assessment of mitigation strategies, as well as the ultimate preparation of a viable Implementation Plan.

Step 1: Diagnose & Understand Existing Conditions

Evaluate water circulation patterns, water quality status, and pollutant sources across the watershed and Harbor.

Step 2: Develop Targeted, Phased Solutions

Design a suite of near-, medium-, and long-term solutions to address circulation challenges and improve water quality.

Step 3: Refine Pollutant Control and Circulation Improvement Measures to Support Comprehensive Solutions

Refined watershed area pollutant control and receiving water circulation improvement strategies are key features to support development of implementation permits for comprehensive strategies for improvement of in-Harbor water quality and circulation patterns.

Step 4: Define Project Roadmap

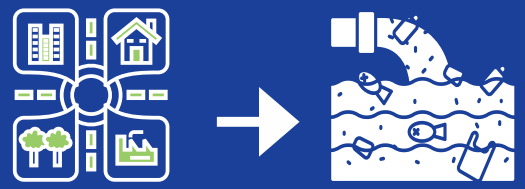
Establish a phased plan of viable projects focused on improving water quality discharging to Harbor in conjunction with circulation enhancement project planning.

Step 5: Communicate Vision & Benefits

Convey the vision, approach, and cost-benefit of proposed solutions to interested parties, regulatory agencies, funding source representatives, and the public.

KEY CHALLENGES

The Harbor and Edison Canal drainage area is comprised of various land use types that can oftentimes contribute pollutants to receiving waters. Potential pollutant types include nutrients, pesticides, fecal indicator bacteria, metals, and toxic substances.



The varying range of pollutants and pollution sources creates a complex challenge that cannot be addressed with any single "catch-all" solution. Thus, current and future managers, residents, and users must develop an integrated, phased approach to address various Harbor circulation and water quality issues. Diverse drainage area land use and ownership, variable dry- and wet-weather runoff contributions, Harbor configuration and tidal flushing dynamics, multi-jurisdictional management responsibility and project permitting authorities, and limited funding opportunities each contribute as potential limiting factors to expeditious solution implementation. No single solution is a fix all therefore implementing more than one strategy and creating mitigation strategy "phases" can be used to create a more efficient well-rounded approach.

Complex Land Use & Ownership

Mixed ownership and land uses, including a high percentage of agriculture complicate planning and implementation.

Multi-Jurisdictional Oversight

Multiple agencies share management responsibilities within the project area.

Variable Runoff Conditions

Seasonal fluctuations in dry- and wet-weather flows due to the region's Mediterranean climate.

Regulatory and Permitting Hurdles

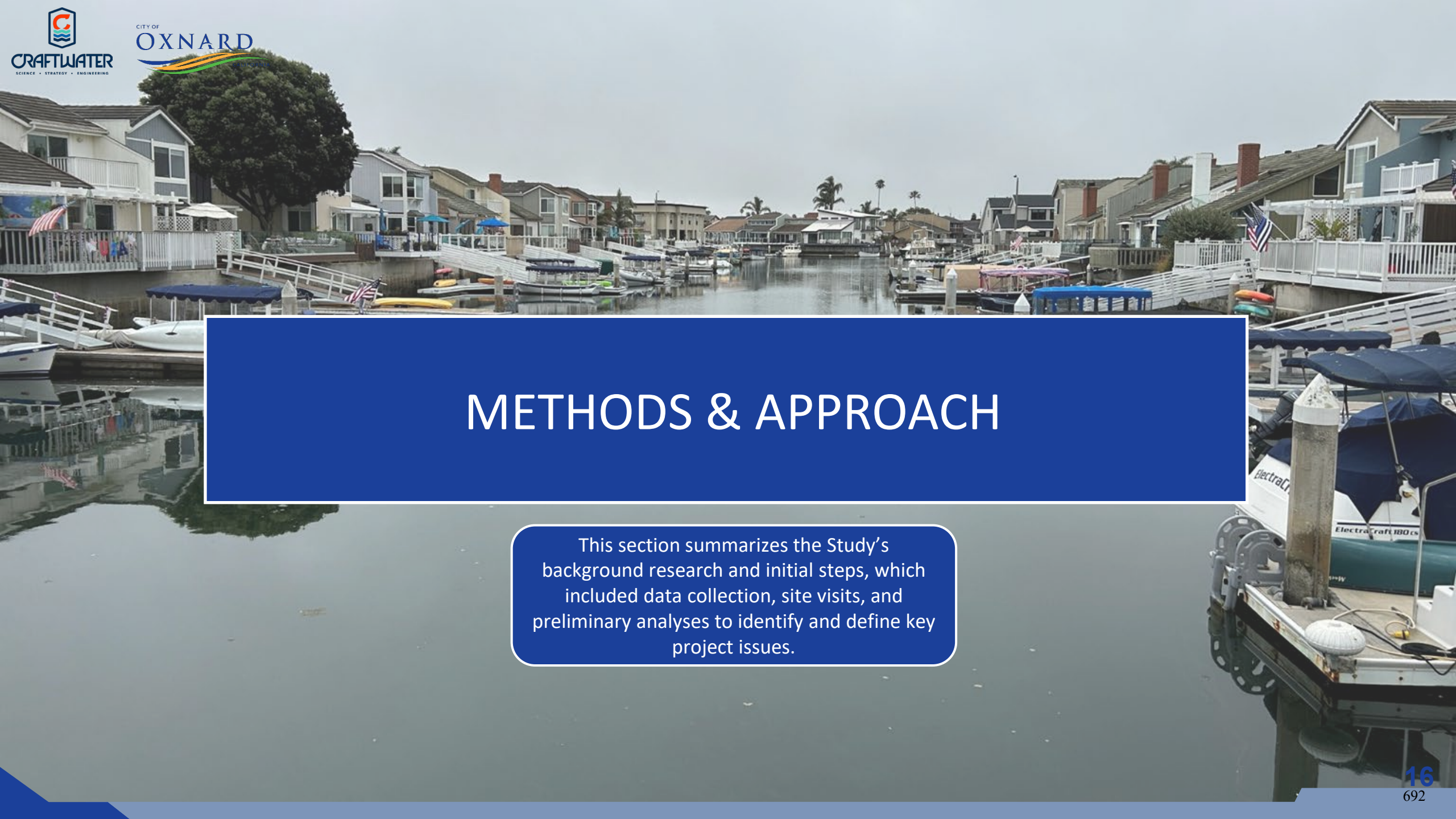
Extensive coordination required with local, state, and federal permitting agencies.

Harbor Hydrodynamics

Current Harbor configuration restricts tidal circulation and flushing dynamics.

Funding Constraints

Limited and competitive funding sources for water quality and infrastructure improvements.



METHODS & APPROACH

This section summarizes the Study's background research and initial steps, which included data collection, site visits, and preliminary analyses to identify and define key project issues.

STUDY PROCESS- INITIAL EVALUATION

Various datasets and sources were acquired and analyzed in conjunction with the MAC's more recent sampling efforts in order to fully understand the current water quality situation in the Harbor and contextualize it relative to historic trends. Gathering and evaluating available data and information included coordination with key interested parties such as the City, the MAC, the Farm Bureau, and other regional entities. This resulted in the development of focused datasets to characterize Harbor and watershed conditions, inform modeling analyses, and identify potential data gaps.

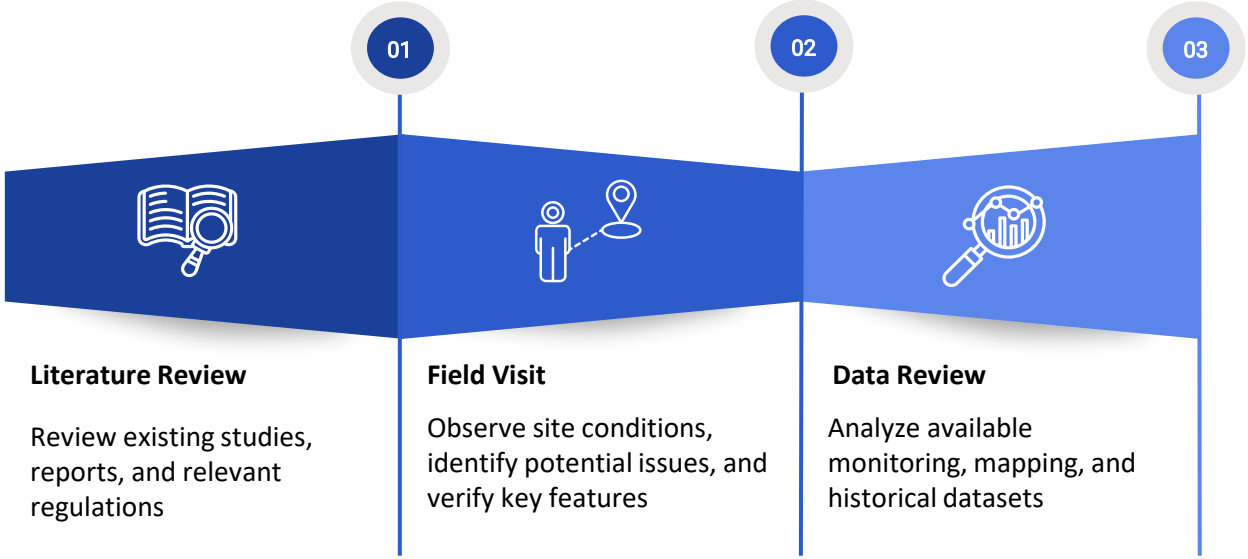
The Literature Review component of initial evaluation includes the review of existing studies and reports as well as relevant regulations, with a focus on upstream inputs and harbor environment and circulation. A Field Visit was also conducted with the intent of observing site conditions to identify potential issues and key features.

The most in-depth component of initial evaluation was a comprehensive Data Review, which involved the analysis of available monitoring, mapping, and historical datasets. The Data Review outcome included the development of an improved overall understanding of water quality issues being faced in the Harbor as well as other important features such as key pollutant input sources, primary constituents of concern, and magnitude and frequency of exceedances. Following initial evaluation steps, hydrologic modeling was conducted for both the watershed and in-Harbor areas. These efforts are discussed further in the Coordination & Goals section of this Report.

Initial evaluation tasks focus on reviewing existing reports, conducting investigations, and performing analyses to define baseline conditions. This includes:

- Existing and available records/reports provided by the City/interested parties, and independent project team research.
- Input and other relevant information derived from interested party discussions and known best practices.

Findings from these initial steps culminated in the development of ***Appendix A – Goals and Objectives Memorandum***, ***Appendix B – CIHWQFS Literature Review***, and ***Appendix C – Field Visit Notes***. These documents are used to inform ongoing efforts at coordination with interested parties as well as the eventual establishment of the Study's ultimate goals and objectives.



LITERATURE REVIEW

The Literature Review, with all references used to prepare it, is provided in ***Appendix B – CIHWQFS Literature Review***. The following is a summary of major takeaways.

Upstream Inputs

Nutrient enrichment in receiving waters, primarily from agricultural and urban runoff, is a leading cause of eutrophication, which results in harmful algal blooms and depleted levels of dissolved oxygen. Southern California's unique bays and estuarine harbors are highly vulnerable to nutrient enrichment due to significant watershed modifications and geomorphological features. Seasonal shifts in nutrient sources—from riverine inputs in the wet season to bottom sediment nutrient recycling in the dry season—play a critical role in nutrient dynamics. Bottom sediments act as reservoirs of nutrients, releasing nitrogen and phosphorus during hypoxic conditions and supporting algal growth during low external loading. The combined effects of nutrient pulses after storm events, prolonged by altered hydrology, contribute to ongoing nutrient loading in these estuaries. Agricultural and urban land use areas are also capable of acting as sources of pesticides and fecal bacteria in stormwater, that can contribute to impairments and exceedances of Water Quality Objectives (WQOs) in receiving waters.

Harbor Environments & Circulation

The physical dynamics of water circulation like residence time and flushing time are critical in regulating nutrient levels and oxygenation in estuaries and harbors and can play a role in dilution of other constituents. These factors are particularly important in understanding how nutrients and oxygen are distributed, and they help predict when and where hypoxia is likely to occur.

In marine and estuarine harbors with restricted tidal flow or poor circulation, nutrients and pesticides tend to accumulate, leading to harmful conditions such as hypoxia, where dissolved oxygen levels drop below critical thresholds, or toxicity to marine life. Hypoxia events are influenced by tidal, daily, lunar, and seasonal cycles. Poorly flushed areas, especially those with man-made structures restricting water flow, are highly susceptible to these events. Poor harbor circulation also contributes to exceedances of safe levels of fecal bacteria in recreational waters, as flushing out of these bacteria may be inhibited.

Physical processes like tidal range, wind, and water depth also regulate hypoxia and algal bloom dynamics. Systems with better tidal exchange can dilute nutrient concentrations more effectively, reducing the severity of eutrophication. Water bodies with long water residence times and limited flushing see more frequent and intense algal blooms, often driven by nutrient resuspension from sediments and stratification that prevents proper mixing.

Effective management of Harbor water quality requires addressing bacterial, pesticide, and nutrient inputs as well as physical water circulation. Strategies like enhancing tidal flushing and monitoring parameters such as dissolved oxygen, bacteria, pesticide, and nutrient levels are critical for adaptive management, especially in waterbodies with complex circulation dynamics. An array of structural and nonstructural solutions can be employed to address the variety of concerns facing Channel Islands Harbor.

FIELD VISIT

The field visit to Channel Island Harbor provided valuable insights into water quality conditions and land use across various watershed and harbor locations to support the goals of the Study. Photographs and details from the field visit are included in the field notes that are included in ***Appendix C – Field Visit Notes***.

Visual observations during the field visit varied across the harbor. In many areas, water appeared clear with minimal trash or suspended sediment, and there is evidence of good circulation, particularly in more open sections close to the outlet to the ocean. However, some areas exhibit signs of stagnation, cloudiness, and surface scum, especially in more isolated or confined zones. Trash accumulation is noted in certain locations, especially at the debris boom that separates Edison Canal from the Harbor. It is noted that dead marine animals have also been found at this location, and fish kills have occurred in confined areas.

Land use immediately surrounding the Harbor is diverse, ranging from recreational beaches and parks to residential neighborhoods with individual boat slips. Near the Harbor entrance land uses include commercial areas with large parking lots and high boat density, with some heavy equipment present. Potential pollutants observed as part of the field visit that may contribute to Harbor water quality challenges include trash, pet waste, waste from wildlife such as birds and seals, and oil and grease. The areas draining to Edison Canal are predominantly agricultural lands. Consistent dry weather flows in irrigation drainages were observed and are also noted. Water in the Edison Canal is recognized to be generally subject to limited mixing and contained varied amounts of trash.

Figure 11: Mandalay Bay residential land use and boat slips in Seabridge Marina Site (left) and West 5th Street Drain discharge point Edison Canal Site (right)

Based on observational information gathered during the Field Visit, the Harbor displays a range of overall water quality conditions. Some areas appear to be well mixed and free of trash while others exhibit signs of anthropogenic debris and limited mixing.

DATA REVIEW

This section presents the Study's analysis of compiled data from various sources, evaluating water quality conditions in the Harbor, Edison Canal, and nearby areas against applicable Water Quality Objectives.

DATA COMPILATION SOURCES AND METHODS

The water quality characterization process involved compiling a comprehensive master dataset of nearly 250,000 water quality observations collected from 54 sites between 2003 and 2024. This dataset compiled key parameters including Site, Sample Type, Sample Date, Analyte(s), and Result. Data processing was performed to standardize data and address any qualifiers. Quality Assurance/Quality Control (QA/QC) information was reviewed to evaluate data integrity. The main sources of data available are summarized in **Table 3**. A more detailed list of all available data reviewed is documented in ***Appendix A – Goals and Objectives Memorandum***. Once compiled, the data was harmonized to create a master observations database and used in multi-variate analyses to evaluate patterns, trends, and outliers to support characterization of water quality conditions.

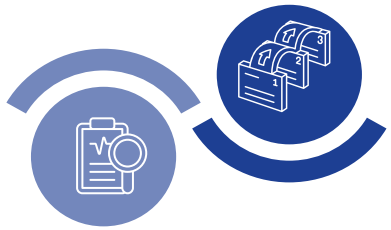


Table 3: Datasets and sources in Data Review

Resource	Source	Period of Data Available
Channel Islands Harbor: Nutrient Sources and Sinks Study	City of Oxnard	2018
Data for Toxicity Report for Ventura County Watershed Protection District	County of Ventura	2021-2023
MO-OXN Dataset of Chemical, Metal, and Bacteria Conditions from County of Ventura	County of Ventura	2021
Channel Islands Harbor Water Quality Data Memorandum by Anchor QEA	MAC	2018
Study 319 Report: Monitoring of Dissolved Copper in California Coastal Waterbodies	MAC	2022
Continuous Sensor Data at Seabridge and Westport	MAC	2018 - 2024
Channel Island Harbor Water Quality Program	City of Oxnard	2018 - 2024
Ventura County Agricultural Irrigated Lands Group (VCAILG) Monitoring Program	Ventura County Watershed Protection District	2011 – 2021
Ventura County Stormwater Quality Monitoring Program	Ventura County Watershed Protection District	2010 – 2020
Ventura County Watershed Protection District Ocean Monitoring Program	Ventura County Watershed Protection District	2009 - 2023
Additional Physical, Chemical, and Biological Measurements	CEDEN	2003 - 2023

DATA REVIEW

Data review included evaluation of the frequency and magnitude of Water Quality Objective exceedances across monitored sites to investigate potential linkage between inputs to the Harbor and observed in-Harbor conditions. Additionally, the identified constituents of concern are based on those with the highest frequency and magnitude of exceedances, for which will be the focus of evaluating each mitigation strategy's ability to improve water quality conditions in the Harbor.

Compiled monitoring locations include 54 distinct sites and represent ~250,000 water quality observations collected (**Figure 12**). Site locations include areas representative of beaches, discharge points to the Harbor and Edison Canal, and receiving water locations within the Harbor. Data collection methods ranged from grab samples and autosampler-collected composite samples at discharge points to continuous sensor instrumentation installed in the receiving water.

54 Monitoring Sites

Multiple Sites: Discharges, Canal, Harbor, Ocean, Beaches

~250,000 Data Observations

Over 2 Decades of Data Collection (2003 – 2024)

For the purposes of the Data Review, watershed monitoring locations are referred to as "discharges". Later in the Report, and moving forward, these sites are referred to as "Watershed" monitoring locations.

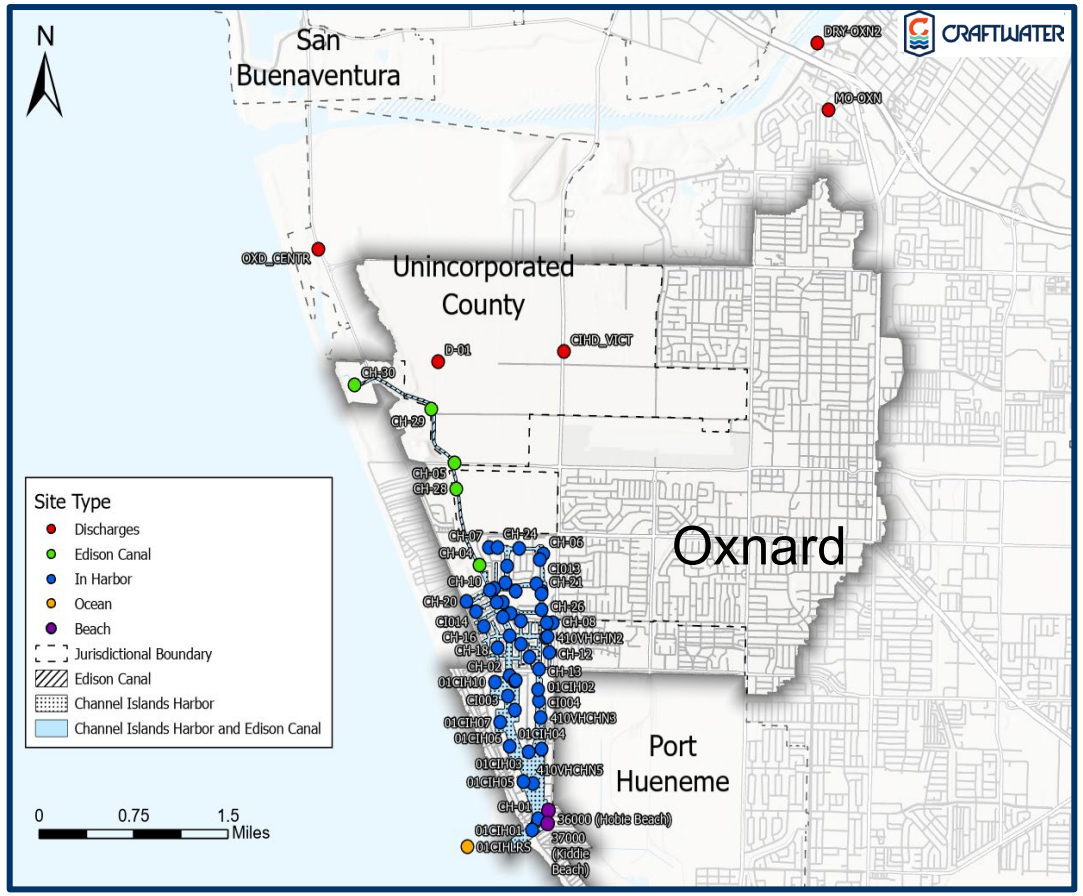
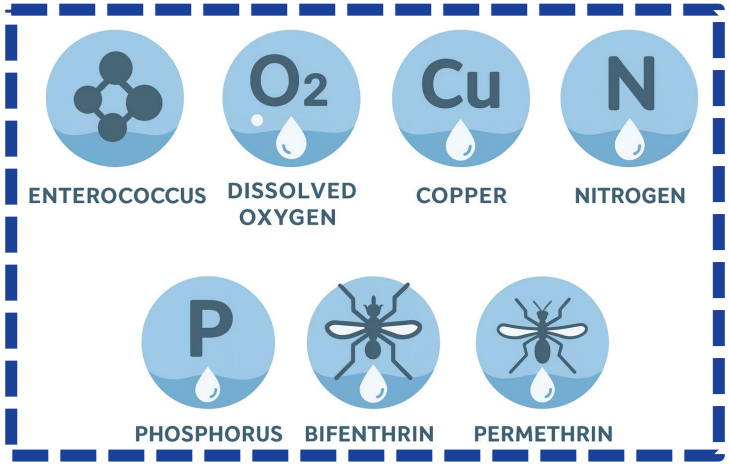


Figure 12: **Compiled monitoring locations (July 2003 to May 2024; various sources)**

WATER QUALITY CHARACTERIZATION METHODS

Applicable Water Quality Objectives for key constituents were identified using the Los Angeles Region Basin Plan and 2024 303(d) listing decisions under the Clean Water Act **(Table 4)**. Each observation in the database was compared against the corresponding Water Quality Objective and exceedances were flagged. The magnitude of exceedance was calculated for each result measured above the Water Quality Objective. Results were then evaluated by site locations and types to inform compliance, geographic, and trend analyses.



- Applicable Regulatory Standards
- Comparison of Data
- Events & Trends

Table 4: Water Quality Objectives (WQOs) for key constituents

Analyte	Category	Water Quality Objective	Units	Source
Enterococcus	Bacteria	110	CFU/100 mL	Basin Plan
Dissolved Oxygen	Eutrophic Conditions	5	mg/L	Basin Plan
Copper	Metals	Hardness-dependent	ug/L	California Toxics Rule
Nitrogen	Nutrients	10	mg/L	Basin Plan
Phosphorus	Nutrients	1	mg/L	Standard practice evaluated as 10% of applicable Nitrogen WQO
Bifenthrin	Pesticides	0.00397	ug/L	CA Department of Fish and Game
Permethrin	Pesticides	0.001	ug/L	CA Department of Fish and Game

WATER QUALITY CHARACTERIZATION METHODS

Compiled all Water Quality Condition Data into a Master Database

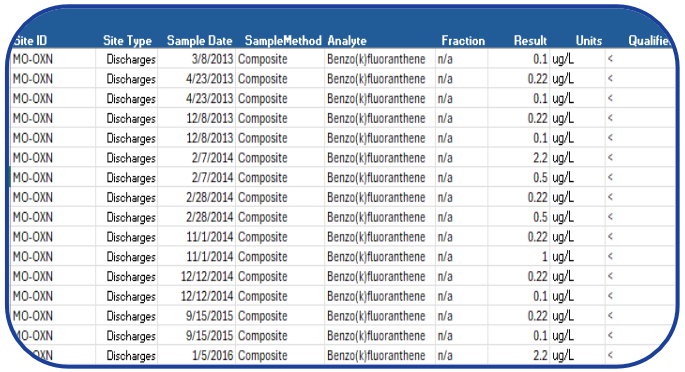
- **Parameters:** Site ID, Site Type, Sample Date, Analyte and Result, Fraction, Qualifier
- Standardize Analytes and Units
- Eliminate Duplicates

Summarized Applicable Water Quality Objectives

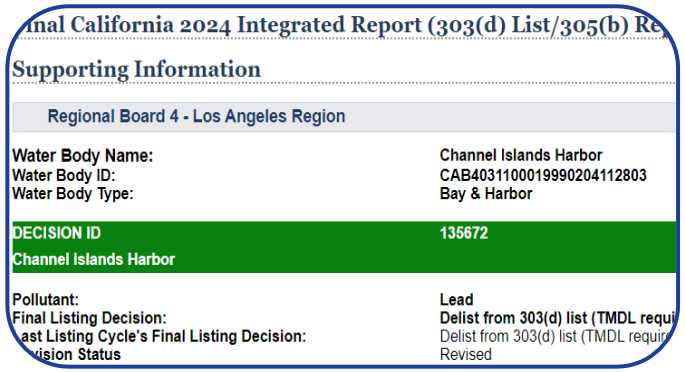
- Basin Plan
- 2024 303(d) listing decisions

Calculated Frequency and Magnitude of Exceedances based on Data compared to Objectives

- Any exceedance had a calculated magnitude in exceedance against the objective for that analyte



Site ID	Site Type	Sample Date	SampleMethod	Analyte	Fraction	Result	Units	Qualifie
MO-OXN	Discharges	3/8/2013	Composite	Benzo(k)fluoranthene	n/a	0.1	ug/L	<
MO-OXN	Discharges	4/23/2013	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	4/23/2013	Composite	Benzo(k)fluoranthene	n/a	0.1	ug/L	<
MO-OXN	Discharges	12/8/2013	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	12/8/2013	Composite	Benzo(k)fluoranthene	n/a	0.1	ug/L	<
MO-OXN	Discharges	2/7/2014	Composite	Benzo(k)fluoranthene	n/a	2.2	ug/L	<
MO-OXN	Discharges	2/7/2014	Composite	Benzo(k)fluoranthene	n/a	0.5	ug/L	<
MO-OXN	Discharges	2/28/2014	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	2/28/2014	Composite	Benzo(k)fluoranthene	n/a	0.5	ug/L	<
MO-OXN	Discharges	11/1/2014	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	11/1/2014	Composite	Benzo(k)fluoranthene	n/a	1	ug/L	<
MO-OXN	Discharges	12/12/2014	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	12/12/2014	Composite	Benzo(k)fluoranthene	n/a	0.1	ug/L	<
MO-OXN	Discharges	9/15/2015	Composite	Benzo(k)fluoranthene	n/a	0.22	ug/L	<
MO-OXN	Discharges	9/15/2015	Composite	Benzo(k)fluoranthene	n/a	0.1	ug/L	<
OXN	Discharges	1/5/2016	Composite	Benzo(k)fluoranthene	n/a	2.2	ug/L	<



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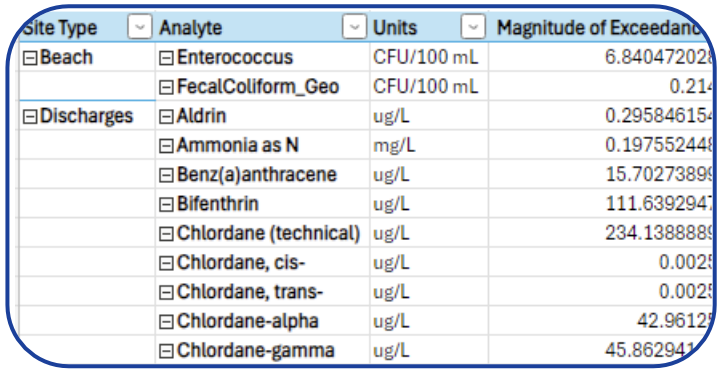
Supporting Information

Regional Board 4 - Los Angeles Region

Water Body Name:	Channel Islands Harbor
Water Body ID:	CAB403110001999020411280 3
Water Body Type:	Bay & Harbor
DECISION ID	135672
Channel Islands Harbor	
Pollutant:	Lead
Final Listing Decision:	Delist from 303(d) list (TMDL requi
ast Listing Cycle's Final Listing Decision:	Delist from 303(d) list (TMDL requir
vision Status	Revised



Site Type	Analyte	Units	Magnitude of Exceedanc
Beach	Enterococcus	CFU/100 mL	6.840472028
	FecalColiform_Geo	CFU/100 mL	0.214
Discharges	Aldrin	ug/L	0.295846154
	Ammonia as N	mg/L	0.197552448
	Benz(a)anthracene	ug/L	15.70273899
	Bifenthrin	ug/L	111.6392947
	Chlordane (technical)	ug/L	234.1388889
	Chlordane, cis-	ug/L	0.0025
	Chlordane, trans-	ug/L	0.0025
	Chlordane-alpha	ug/L	42.96129
	Chlordane-gamma	ug/L	45.862941

DATA ASSESSMENT

Summarized Data Assessment

Summary information presented in the following pages is derived from ***Appendix A – Goals and Objectives Memorandum*** for illustrative purposes.

All Site Assessment

Overall results comparing discrete observation data values across all monitoring sites for all pollutants combined (except for DO) were compared to the respective Water Quality Objective for the periods prior to (Before) and following (After) the Mandalay Generating Station OTC pump decommissioning in 2018. Sample results were grouped for Beach, Discharge, Edison Canal, Harbor, and Ocean locations (**Figure 13**). This analysis was intended to identify any significant changes in conditions following the Mandalay Generating Station decommissioning. It should be noted that limited data is available for the Edison Canal, Ocean, and Harbor locations prior to the Mandalay Generating Station decommissioning.

Across all site types and periods of data analyzed, the highest frequency of exceedances were observed at the Discharge locations, with similar exceedance frequencies before and after 2018. Harbor sites exceedance frequencies slightly increased following 2018, but as stated above, there are relatively few observations prior to 2018.

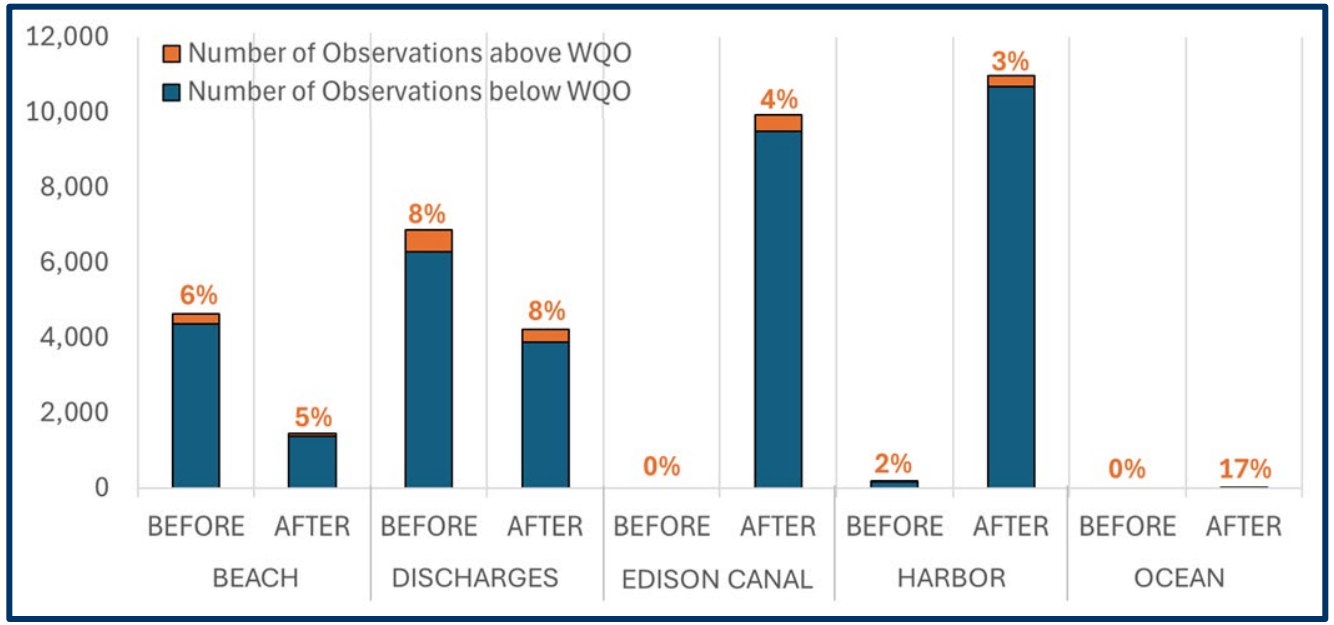


Figure 13: Count of observations and frequency of exceedances of WQOs by site, before and after decommissioning of the MGS OTC pumps.

PRIMARY CONSTITUENTS OF CONCERN

The data assessment focuses on both the frequency and magnitude of Water Quality Objective exceedances. Frequency was emphasized to understand how often conditions deviate from protective thresholds, which indicates the persistence or recurrence of water quality problems. Magnitude was included to capture the severity of those exceedances, providing insight into the scale of potential impacts on beneficial uses. Together, these metrics offer a comprehensive picture of water quality conditions and display patterns which serve as indicators of circulation issues within the Harbor.

Results are presented across **all monitoring locations** within the discharge area, including the Edison Canal and Harbor site types, to assess potential correlations between external inputs to the Harbor and the environmental conditions measured within it. For the purposes of this assessment, Beach and Ocean location water quality conditions were considered ancillary to Study goals. Constituents with the highest frequency and magnitude of exceedances are highlighted as primary concerns and serve as the basis for evaluating the effectiveness of proposed mitigation strategies in improving Harbor water quality. This focus supports the design and implementation of mitigation strategies targeted at the most problematic pollutants and locations. Depicted below are the top five (5) constituents in terms of both median exceedance magnitude and exceedance frequency across discharge, Canal, and Harbor monitoring locations, presented in alphabetical order.

	Discharges	Edison Canal	Harbor
Median Exceedance Magnitude	Chlordane Enterococcus Methoxychlor Mirex Permethrin	Bifenthrin Copper DDT Enterococcus Permethrin	Copper DDT Enterococcus Malathion Permethrin
Exceedance Frequency	Bifenthrin Chlordane DDT Dibenz(a,h)anthracene Enterococcus	Bifenthrin Copper DDT Permethrin Selenium	Bifenthrin Copper DDT Enterococcus Selenium

DATA REVIEW FINDINGS

Each constituent was assessed based on the frequency and magnitudes observed through trends at various monitoring locations over select periods of interest. DO is a good example of how Dry Days and Summer months affect the exceedances. Other concerning constituents can be found in ***Appendix A – Goals and Objectives Memorandum***.

Dissolved oxygen emerges as a critical condition in the Harbor, with concentrations dropping below recommended values supportive of aquatic life. When circulation is poor lower oxygen levels emerge which can promote algal blooms and degrade water quality causing nuisance odors and impairing beneficial uses. Depressed dissolved oxygen was observed in both Edison Canal and the Harbor, with 7-12% below recommended levels on wet days and up to 88% below recommended levels on dry days. DO levels in Channel Islands Harbor were analyzed using data from grab samples, composite samples, and continuous sensors at various sites; low levels (below 5 mg/L) can harm aquatic life by causing anaerobic conditions. During summer (May–September), depressed dissolved oxygen was more frequent in the Harbor (10.4% of observations), while Discharges and Edison Canal rarely dropped below 5 mg/L (3.0% and 2.8%, respectively).The summer trend of lower oxygen is linked to higher water temperatures, increased biological oxygen consumption, and poor circulation, especially in the Harbor.

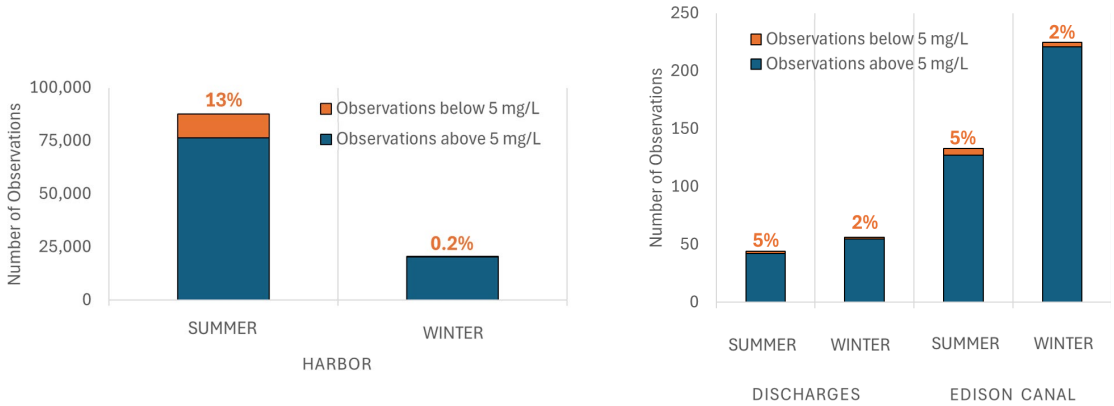


Figure 14: Count of dissolved oxygen observations and frequency of depressed values (below 5 mg/L) by season

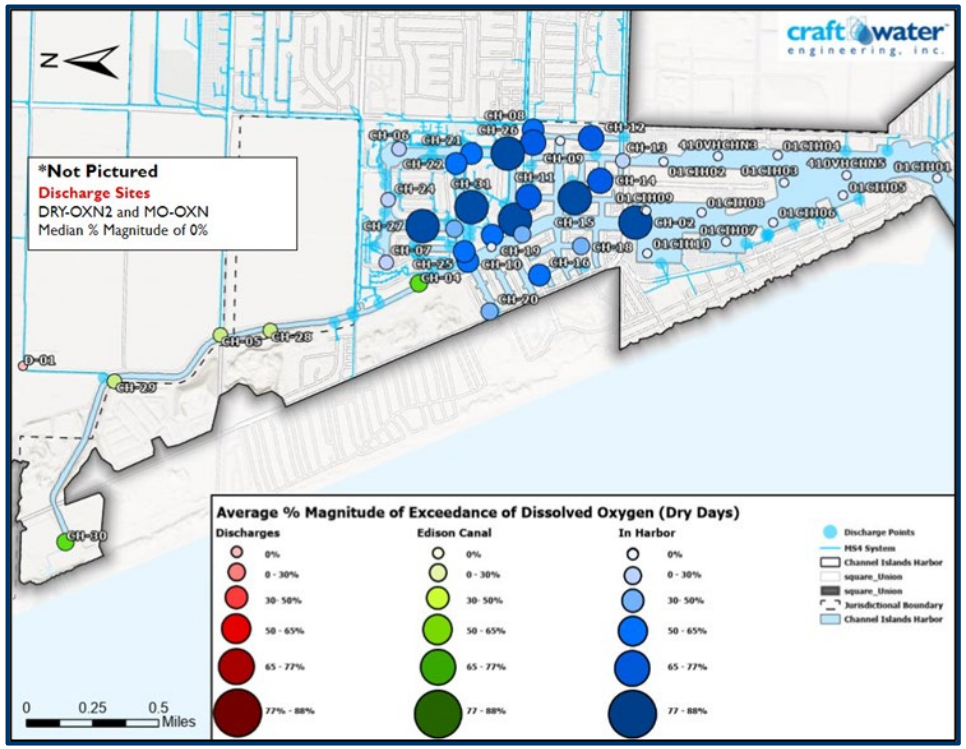
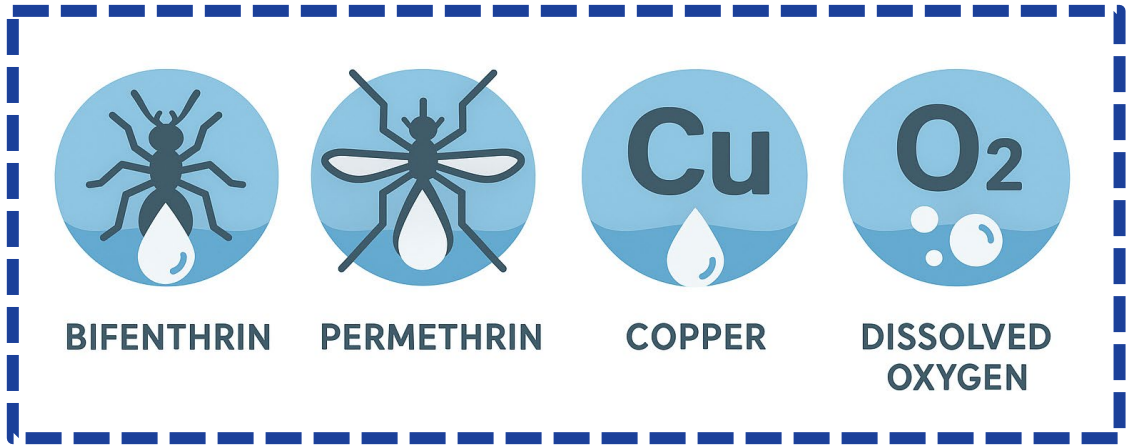


Figure 15: Dissolved oxygen percent below Water Quality Objective (WQO) in Edison Canal and Harbor during dry days

KEY TAKEAWAYS

Key constituents of concern in the Edison Canal and Harbor include the pesticides **Bifenthrin and Permethrin**, as well as **Copper**, all of which stand out due to both the frequency and magnitude of exceedances. Bacteria, particularly **Enterococcus**, also represents a priority concern given the observed exceedances relative to Water Quality Objectives. While nutrient exceedances are generally low in both magnitude and frequency, their role in promoting algal growth underscores their potential to degrade overall Harbor conditions. In addition, areas of **depressed DO** within the Harbor highlight a critical condition that can further stress aquatic life and beneficial uses. Discharge points are likely contributors to many of these pollutants, especially the pesticides, while circulation constraints within the Harbor can exacerbate their persistence. For these reasons, mitigation strategies will emphasize projects and BMPs that directly target these constituents and conditions, with particular attention to areas of impaired circulation. By prioritizing these drivers, management actions can provide both targeted pollutant reductions and broader improvements in overall Harbor water quality.



ASSESSMENT OF CAUSES OF WATER QUALITY ISSUES

After identifying the key constituents of concern, a watershed **source assessment** was conducted to explore potential mitigation strategies, evaluating options to improve both in-Harbor water quality and circulation. The influence of agricultural and urban runoff, circulation and mixing dynamic, and seasonal variability on pollutant exceedances and low DO conditions relative to Water Quality Objectives are all factors. The following points outline the primary pollution sources and associated water quality effects:

1. Depressed dissolved oxygen in both Edison Canal and the Harbor can be linked to poor mixing, particularly in areas of the Harbor where circulation is limited, leading to higher exceedance frequencies (up to 13% during summer months). This trend is more severe in more isolated sections of the Harbor near Seabridge and Mandalay Bay.

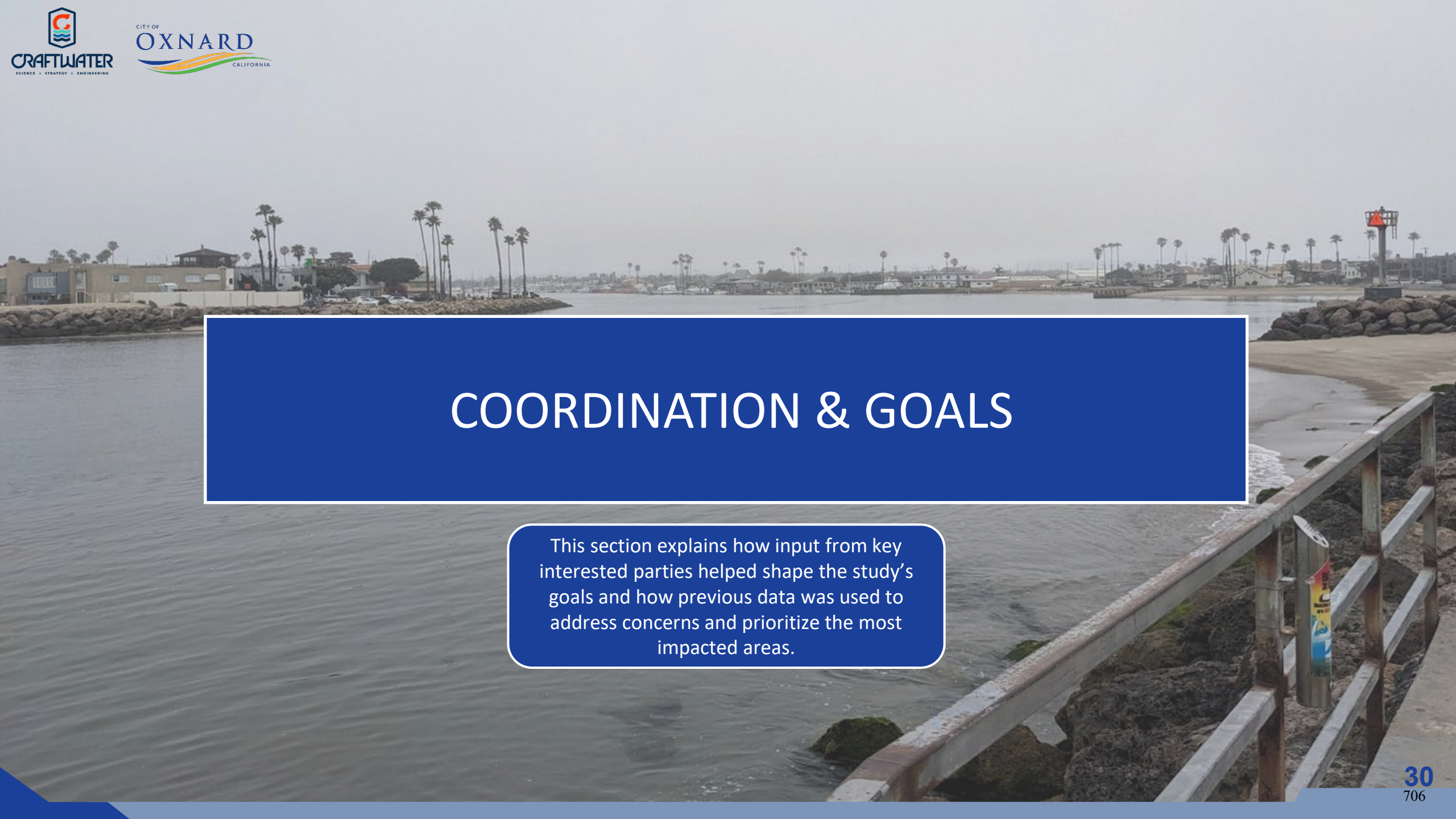
2. Discharge sites representative of **agricultural runoff are likely contributors to the high levels of Bifenthrin and Permethrin**. These sites have been shown to exhibit large median exceedance magnitudes of these pesticides, with some discharge points (e.g., OXD_CENTR) showing a median exceedance magnitude of 2,044% (over 21 times the WQO) for Bifenthrin.

3. Urban runoff, anti-fouling boat paint, and aerial deposition are potential sources of copper observed in the Edison Canal and Harbor observations.

4. No notable observations were made indicating changes in exceedances of constituents at Discharge sites before and after the decommissioning of the Mandalay Generating Station, which suggests **any observed degraded water quality in the Harbor following the MGS decommissioning is primarily a result of decreased circulation**.

5. Seasonal influence was evident in data demonstrating a difference between summer and winter conditions. **Depressed dissolved oxygen** was more frequent and severe during the summer due to warmer water temperatures, which lower oxygen solubility and increase biological activity, leading to greater oxygen consumption. **Chlorophyll-a exceedances align with this pattern**, as observed during summer, highlighting the link between temperature, nutrient availability, and algae blooms.

Figure 16: Pollutant runoff sources observed during the Site Visit, Drainage Structure at W 5th St. Site (top) and Edison Canal at Wooley Site (bottom)



COORDINATION & GOALS

This section explains how input from key interested parties helped shape the study's goals and how previous data was used to address concerns and prioritize the most impacted areas.

INTERESTED PARTY COORDINATION

Following the conclusion of all initial evaluation efforts, coordination was undertaken with interested parties, which included the following:

1. Interested parties involved in Harbor water quality
2. Interested parties impacted by Harbor water quality
3. Organizations that can help improve the Harbor water quality

Coordination goals include development of a comprehensive set of mitigation strategies to address priority circulation and water quality challenges affecting the range of interested parties with management, use, and economic interest responsibilities related to the Harbor, Ocean, and surrounding areas.

Interested Parties Involved in Harbor Water Quality

As water quality within the Harbor and the Canal is one of – if not the most – important driving factors behind this Study, engagement with interested parties involved in water quality and related issues in the area was critical in developing a deep understanding of the problems at hand and establishing appropriate goals and objectives. Interested parties and their roles include the following:

- **LA Regional Water Quality Control Board (LARWQCB)** – regulates water quality
- **Ventura County Watershed Protection District** – watershed management responsibility
- **City of Oxnard** – Public Works Department
- **Cities of Oxnard, Port Hueneme & County of Ventura** – (MS4) storm drains that flow into Harbor
- **Farm Bureau of Ventura County** continues to implement BMPs to reduce agricultural runoff that discharges nutrients and pollutants into CIH
- **National Resource Conservation Services (NRCS)** provide funding and BMP guidance
- **Harbor Marine Advisory Committee (MAC)** – conducts water quality monitoring
- **Mandalay Solvere, LLC** – Owner of Edison Canal and Mandalay Generating Station

Figure 17: Harbor residential boat slips and visible water pollution observed in Mandalay Bay West Site during Field Visit

Interested Parties Impacted by Harbor Water Quality

Engaging with the interested parties most impacted by the water quality issues being faced in and around the Harbor was also a key step in understanding issues and establishing goals and objectives. Harbor and the Edison Canal water quality has the most substantial impact on the day-to-day lives of these parties. Thus, accounting for their perspectives and priorities is highly important, especially as it pertains to public perception of mitigation efforts and eventual outcomes. These parties include the following:

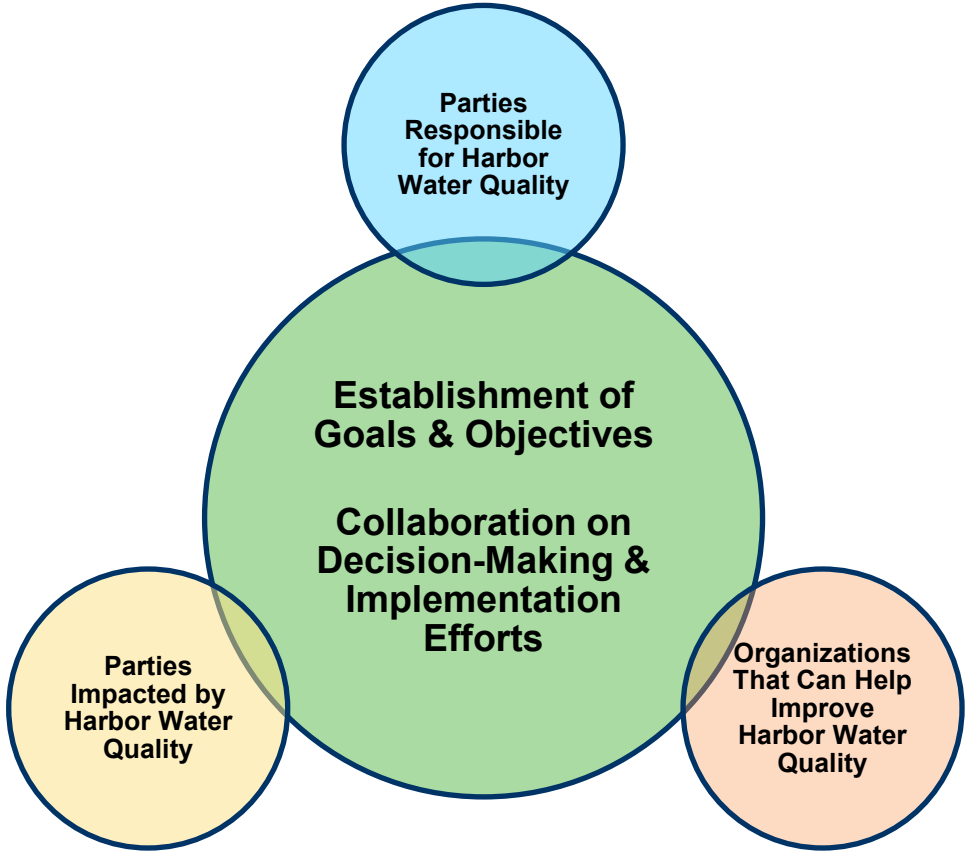
- **Residents** who live in the Harbor
- **Businesses** that operate in the Harbor
- **Marine life** whose survival is in jeopardy
- **All Harbor visitors and tourists** who enjoy the harbor
- **CenterPoint Energy**

INTERESTED PARTY COORDINATION

Organizations That Can Help Improve the Harbor Water Quality

Engagement efforts with interested parties both responsible for and impacted by Harbor water quality verified the complex nature of the issues at hand, further demonstrating the need for collaborative efforts in pursuit of any comprehensive, effective, and efficient solution or set of solutions. Subsequently, interested party coordination efforts were then shifted to those that may be of assistance in solving Harbor and Canal water quality issues. Organizations that were identified as potential collaborators in solving these issues include the following:

- **LA Regional Water Quality Control Board (LARWQCB)**
- **Ventura County Watershed Protection District**
- **US Army Corp of Engineers** – built Harbor and the Edison Canal
- **CA & Federal EPA** – assist in enforcing regulations
- **CA Coastal Commission**
- **Environmental Groups:** Heal the Bay, Santa Barbara Channelkeepers, Nature Conservancy, Wishtoyo/Ventura Coast Keepers, Ocean Protection Council, Surfrider Foundation
- **Channel Islands Neighborhood Council (CINC)**
- **Harbor Marine Advisory Committee (MAC)**
- **Farm Bureau**
- **City of Oxnard**
- **City of Port Hueneme**



Interested party coordination efforts primarily included collaboration on initial Study processes (i.e. data solicitation/compilation, problem identification, analysis efforts, etc.), identification of different preferences/priorities, and solution development. Coordination with these three (3) distinct groups of interested parties served to provide insight for course corrections throughout Study development and inform the establishment of Study goals and objectives, while simultaneously providing clarity in terms of who may be incorporated in decision-making processes and eventual mitigation effort selection and implementation.

ESTABLISHMENT OF GOALS & OBJECTIVES

The literature review, field visit, and analysis of data from multiple water quality monitoring programs were conducted to provide context on the Harbor's watershed challenges and to inform the goals and objectives of this Study.

A master observations database used for the data analysis was constructed from nearly 250,000 observations collected between July 2003 to May 2024. The 54 monitoring locations in the database represent Kiddie and Hobie Beach, discharges from the MS4 system and agricultural lands (Discharges), Edison Canal (Edison Canal), Channel Islands Harbor (Harbor), and the Pacific Ocean (Ocean), and are pictured in **Figure 12**. Data collection methods included grab samples, composite samples using autosamplers, and dissolved oxygen and chlorophyll-a measurements in the Harbor from continuously monitoring sensors. **Table 3** of this Report catalogues the various datasets used throughout the data review effort.

The Los Angeles Region (Region 4) Basin Plan, which includes waterbodies in Ventura County, was referenced to determine the beneficial uses applicable to the Harbor and the Edison Canal. The Regional Water Board applies beneficial use designations to waterbodies to document the inherent ecosystem services and resources, which provide objectives for the level of water quality protective of those uses. With each of these beneficial uses comes a set of Water Quality Objectives that state a protective limit to physical, chemical, and/or biological constituents.

In addition to the Basin Plan, Water Quality Objectives were sourced based on references used for 303(d) listing decisions. The Clean Water Act 303(d) list identifies impairments to water bodies, which are intended to enforce the creation of Total Maximum Daily Loads (TMDLs) for constituents found to be negatively impacting water quality. Listing decisions for different constituents included references to the California Toxics Rule, which was established by the EPA to set numeric limits on harmful substances in waters in California to protect the health of humans and the environment, including aquatic life. In addition, certain 303(d) listing decisions for pesticides were based on objectives established in a hazard assessment by California Department of Fish and Game for synthetic pyrethroid insecticides from 2000. Relevant WQOs used in the development of this study were presented in **Table 4.**

After the Water Quality Objectives were established, observations from the master observations database were compared against the Water Quality Objective values. Observations exceeding established Water Quality Objectives were flagged as exceedances and the magnitude of that exceedances were calculated as the percent above the Water Quality Objective. Results were summarized across different site types and by various other groupings and are presented in the data review section.

Harbor & Canal Beneficial Uses

- Water Contact Recreation (REC-1)
- Non-Contact Water Recreation (REC-2)
- Marine Habitat (MAR)
- Navigation (NAV)
- Industrial Service Supply (IND)
- Commercial & Sport Fishing (COMM)
- Wildlife Habitat (WILD)

ESTABLISHMENT OF GOALS & OBJECTIVES

Informing Goals & Objectives

Initial evaluation efforts provided much of the key background and contextual information upon which this Study has been based, including the provision of more specific details that can be used to tailor efforts towards the Study's ultimate intent of addressing water quality and circulation issues in the Harbor and surrounding areas. The Literature Review, Field Visit, Data Review, and Interested Party Coordination efforts have not only confirmed the presence of such water quality and circulation issues but have also led to a much more comprehensive understanding of them. This involved building general contextual understanding, determining key constituents (i.e. Bifenthrin, Permethrin, Copper, Dissolved Oxygen), and identifying primary interested parties to consult and/or collaborate with throughout project processes. This has informed the establishment of the key goals of addressing water quality and circulation issues, providing pollutant source control and/or treatment options, and preparing a prioritized and phased Implementation Plan.

Potential Mitigation Strategies & Development

In line with Study goals and objectives, a suite of potential mitigation strategies have been developed for the water quality and circulation issues in and around the Harbor. These strategies have been developed with the intent to comply with relevant local/regional regulations. The complex nature and context of Harbor water quality and circulation issues creates the necessity for a phased approach in which several different types of strategies are implemented. Strategy types include both structural and nonstructural strategies that have been proposed for implementation upstream of the receiving water bodies as well as strategies proposed for in-harbor implementation.

- **Watershed Nonstructural Strategies** are generally relatively cost-effective with less annual O&M costs and typically do not require extensive cross-jurisdictional coordination relative to other strategies. However, they may have less efficacy in terms of total pollutant removal unless implemented strategically to maximize effectiveness.
- **Watershed Structural Strategies** have higher pollutant removal efficacy at a site-scale but are usually limited to treating small portions of drainage areas at any given time. They are also often accompanied by high upfront capital costs and O&M obligations.
- **Receiving Water Strategies** are unique in that they address pollutants through the improvement of in-Harbor water circulation and mixing, affording them high potential efficiency. Their drawbacks are primarily to do with challenging permitting requirements and generally very high capital and/or O&M costs.

Due to the widely ranging characteristics of the different types of potential mitigation strategies, an intensive process was carried out to evaluate strategies through a scoring system approach. The following sections present the suite of potential mitigation strategies alongside a discussion of their characteristics, how they were developed, and details and results of the evaluation approach.

WATERSHED MODELING APPROACH

The general modeling approach employed in this study used a previously calibrated regional water quality model that used local monitoring data to establish baseline hydrology and water quality conditions in the MS4. This model is built in **the Loading Simulation Program in C++ (LSPC)** and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Edison Canal.

For Watershed Nonstructural mitigation strategies, conservative load reduction rates were applied to watershed model outputs based on the findings detailed in the report: Nonstructural Non-Modeled Activity Pollutant Load Reduction Research (City of San Diego, 2014).

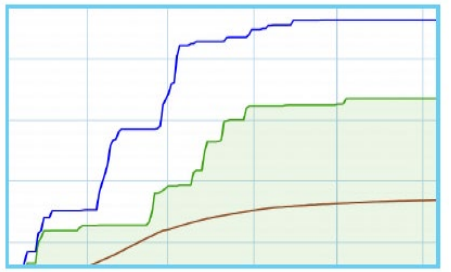
For Watershed Structural mitigation strategies, BMP models represent potential project locations and design components. Potential locations were identified from previous work in the region plus additional locations identified by project engineering staff. Load reductions from these projects were then applied as reductions from the baseline land-based loads in the watershed model.

The **Loading Simulation Program in C++ (LSPC)**, is the regional standard for hydrology and water quality monitoring.

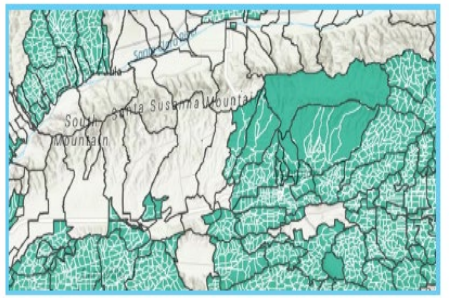
Load reductions from **Structural Strategies** (BMP Model) and **Nonstructural Strategies** applied to LSPC outputs

The **Environmental Fluid Dynamics Code (EFDC)**

The **Water Quality Analysis Simulation Program (WASP)**



METEOROLOGICAL DATA
Hourly precipitation and evapotranspiration timeseries form the boundary conditions used to executing the hydrology and water quality modules.



SUBWATERSHEDS
These hydrologic units delineate the landscape and are the basis of the model architecture linking the landscape to the receiving waters.

HYDROLOGIC RESPONSE UNITS (HRUs)
HRUs are the core hydrologic modeling land units representing areas of similar physical characteristics based on land use and land cover. The standard HRU-defining approach associates all similar land uses, soils, and slopes within a subwatershed.

IN-HARBOR MODELING APPROACH

The outputs of the LSPC model are included as source inflows of stormwater into the hydrodynamic model, Environmental Fluid Dynamics Code **(EFDC)**. The hydrodynamic circulation patterns predicted by EFDC are fed into the Water Quality Analysis Simulation Program **(WASP)** to evaluate in harbor water quality trends focused on nutrients and dissolved oxygen. The EFDC and WASP modeling domain encompasses the Channel Islands Harbor area, Edison Canal, and extends offshore into the open ocean (shown in **Figure 18**). The hydrodynamic model uses tidal water surface elevations on the ocean boundary along with wind and atmospheric pressure. Regional data sources were used to establish the baseline water quality in the Pacific Ocean that served as a boundary condition for the WASP model (the composition of ocean water entering the harbor during flood tides).

Mitigation scenarios are evaluated in the EFDC and WASP models though a combination of sources and sinks representing water withdrawals, storages, and discharges throughout the harbor. Alternative passive circulation enhancements throughout the harbor are implemented through culvert connections of currently isolated areas of the harbor to introduce new water exchange pathways. These scenarios quantify the potential reduction in flushing time of the system from targeted water discharges or additional harbor connectivity.

The **Loading Simulation Program in C++ (LSPC)**

↓

Structural Strategies (BMP Model) and **Nonstructural Strategies**

↓

The **Environmental Fluid Dynamics Code (EFDC)**, is an open-source surface water modeling program applicable to water circulation studies involving rivers, lakes, wetlands, estuaries, harbors, and coastal regions.

↔

The **Water Quality Analysis Simulation Program (WASP)**, is a widely used model for studying the surface water quality response to pollutant loading.

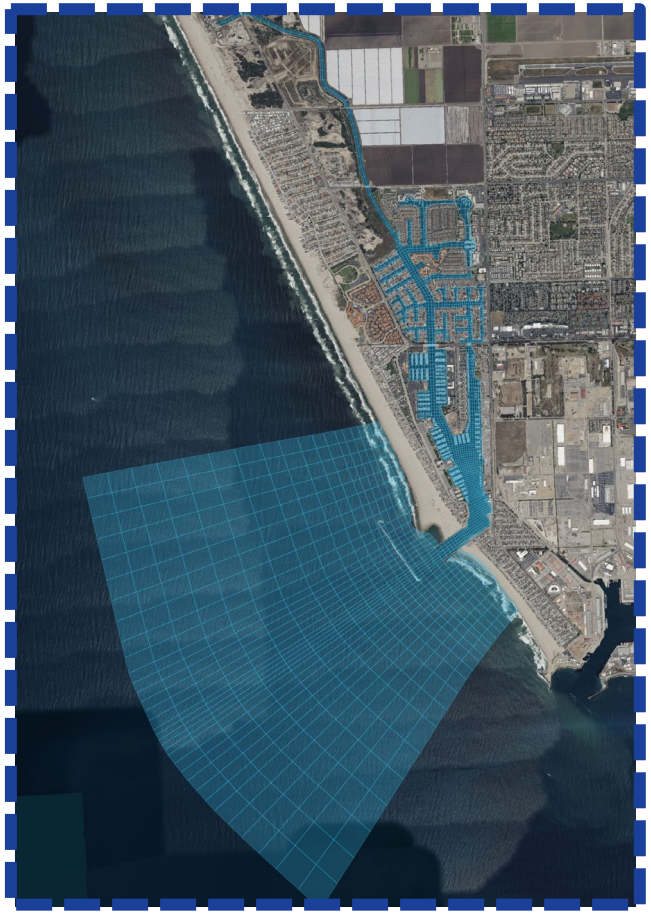


Figure 18: Representation of EFDC and WASP model domain

POTENTIAL MITIGATION STRATEGIES

This section outlines potential Watershed Nonstructural/Structural and Receiving Water mitigation strategies proposed to address the Harbor's water quality and circulation challenges, each with distinct opportunities and constraints.

POTENTIAL MITIGATION STRATEGIES

Future strategy implementation must consider:

1) The complex nature of the water quality and circulation issues in and around the Harbor
2) Diverse interested parties responsible for, and subject to implementation
3) Planning, permitting, and logistical considerations
4) Costs

A combination of different strategies, phased to allow for adaptive management, is anticipated to be the most appropriate approach to address Harbor water quality and circulation issues.

As a result of the constituents of concern, pollutant sources and circulation issues present in the Harbor, a three-category set of potential mitigation strategies have been developed that includes:

Watershed Nonstructural Strategies: Projects and/or programs that primarily address pollutant loading indirectly through source control efforts intended to reduce inputs of pollution.

Watershed Structural Strategies: Engineered water treatment, filtration, or infiltration projects that directly reduce pollutant loading.

Receiving Water Strategies: In-harbor strategies that focus on improving water circulation as a means of improving water quality and clarity.

Strategy Type	Strategy Name
Watershed Nonstructural Strategy: Targeted Nutrient/Pesticide/Pollutant Source Control	Outreach & Training
	Illicit Discharge Detection & Elimination
	Agricultural Coordination
Watershed Nonstructural Strategy: Targeted Bacteria Source Control	Sewer System Maintenance
	Homeless Encampment Management
	Animal Waste Management
Watershed Nonstructural Strategy: Nonstructural Operational Stormwater Programs	Street Sweeping & Catch Basin Cleaning (CBC) Optimization
	Stormwater System Maintenance
Watershed Nonstructural Strategy: Trash Reduction	Mechanical Filtration
	Trash Source Reduction
Watershed Structural Strategy	Filtration BMPs
	Infiltration BMPs
	Agricultural Runoff Treatment Systems
Receiving Water Strategy	Edison Canal Pump Resumption
	Decommission Canal/Convert to Engineered Wetlands & Potential Water Storage
	Passive Circulation Enhancements
	Open Passive Edison Canal Connection to Ocean
	Storage Tank Water Release between Edison Canal/Harbor
	Reuse Wastewater Release Tank

Table 5: Potential mitigation strategies organized by category

Detailed mitigation strategy information is found in ***Appendix D – Project Fact Sheets***.

POTENTIAL WATERSHED NONSTRUCTURAL MITIGATION STRATEGIES

TARGETED NUTRIENT/PESTICIDE/POLLUTANT SOURCE CONTROL

Outreach & Training

Targeted outreach and training efforts for landowners and workers aimed at reducing nutrients and pesticides by informing individuals/groups about potential behavioral changes.

Key Implementation Considerations

- Audience engagement often correlated with training effectiveness.
- Necessity of voluntary participation from watershed owners.
- Availability of training staff and/or appropriate resources may limit implementation capacity.
- Limited availability to correlate training implementation with load reductions of priority pollutants.
- Need for coordination with interested parties to maximize potential collaboration opportunities

Illicit Discharge Detection & Elimination

Utilizes reporting and investigation efforts to detect and appropriately respond to illicit discharges and additionally provide for efficient and effective documentation and tracking.

Key Implementation Considerations

- IDDE identification & response timing and citizen observer knowledge/engagement can impact program effectiveness.
- Investment in field-deployed electronic data collection/ tracking equipment needed to support staff efficiency.
- Need for outreach and engagement efforts to address potential community opposition.
- Resource limitations related to necessity of staffing and time-consuming follow-up efforts.

Agricultural Coordination

Fertilizer, pesticide and irrigation reduction, agricultural land mapping and risk assessment, crop rotation, and the relocation and/or reduction of overall agricultural land uses.

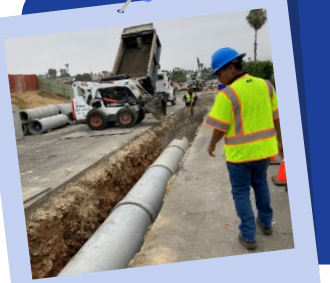
Key Implementation Considerations

- Audience engagement often correlated with training effectiveness.
- Training staff availability may limit implementation capacity.
- Limited availability to correlate training implementation with load reductions of priority pollutants.
- Necessity of voluntary participation from private growers may create challenges.
- Need for coordination with Farm Bureau and agricultural landowners/workers to maximize potential collaboration opportunities.

POTENTIAL WATERSHED NONSTRUCTURAL MITIGATION STRATEGIES

TARGETED BACTERIA SOURCE CONTROL

Sewer System Maintenance



Routine investigations and maintenance, pipe lining, leak identification and pipe replacement prioritization, MS4 maintenance, and overall improvement and technological upgrades to the sewer system aimed at preventing sewage exfiltration.

Key Implementation Considerations

- Close coordination with sewer system owner/operators required.
- Sewer system maintenance can be limited by owner/operator maintenance capacity/priorities.
- Additional baseline data & planning may be required for optimized system maintenance.

Homeless Encampment Management

Investigations and volunteer-based cleanups, education/outreach, social service partnerships, financial assistance, and housing/facilities provision to prevent bacteria contamination from encampments.

Key Implementation Considerations

- Potential for alternative housing homeless support resource limitations to impact management activities.
- Cleanup and abatement resource limitations may impact program implementation.
- Implementation capacity may be limited by ability for sufficient coordination with law enforcement and regional groups.
- Need for consideration of ethical factors related to encampment disturbance/cleanup.

Animal Waste Management

Investigations and targeted education and outreach, pet waste signage and fines, installation and maintenance of waste bag dispensers/trash bins, and physical waste removal.

Key Implementation Considerations

- Citizen observer knowledge and engagement crucial to program effectiveness.
- Close coordination with Parks and Recreation and other responsible municipal department resources required.
- Additional operations and maintenance resources may be required.
- Potential need for comprehensive public outreach efforts to promote engagement and generate support.

POTENTIAL WATERSHED NONSTRUCTURAL MITIGATION STRATEGIES

NONSTRUCTURAL OPERATIONAL STORMWATER PROGRAMS

Street Sweeping and Catch Basin Cleaning Optimization

Increased sweeping route frequencies/new routes, technology improvements, additional parking limitations, increased Catch Basin Cleaning frequency and geo-located data capture.

Key Implementation Considerations

- Municipal operations staff/capacity planning required.
- Additional baseline data may be required for optimization planning to balance optimization efforts with operational capacity.
- Potential requirement of comprehensive public outreach to promote engagement and generate support.

Stormwater System Maintenance

Proactive repairs, MS4 component replacement and open-channel cleaning, physical trash removal, monitoring and asset management, and general maintenance of stormwater system.

Key Implementation Considerations

- Close coordination with operations and maintenance staff required.
- Maintenance may be limited by maintenance staff resources capacity and project prioritization.
- Additional baseline data & planning may be required for optimized system maintenance and monitoring.
- Potential for traffic, noise, and other ancillary impacts.

POTENTIAL WATERSHED NONSTRUCTURAL MITIGATION STRATEGIES

TRASH REDUCTION

Mechanical Filtration

Distributed catch basin-level devices and centralized high-volume underground and end-of-pipe devices; new site planning, design, and resources and process improvements / optimization.

Key Implementation Considerations

- Close coordination with operations and maintenance staff required.
- Maintenance can be limited by maintenance staff resources capacity and project prioritization.
- Clogging or high flow precipitation events can trigger localized flooding.
- Additional baseline data and planning may be required for optimized implementation.

Source Reduction Strategies

Reusable product promotion, regulation of single-use plastics, education and outreach efforts, physical cleanups and other volunteer / community-based events, collaboration and partnership opportunities.

Key Implementation Considerations

- Audience engagement often correlated with outreach effectiveness.
- Limited opportunity to correlate source reduction implementation with load reductions.
- Potential need for extensive community outreach in the case of some optimization strategies.
- Need for comprehensive public outreach efforts to promote engagement and generate support.

POTENTIAL WATERSHED STRUCTURAL MITIGATION STRATEGIES

Filtration BMPs

Engineered treatment systems divert and filter runoff along its conveyance towards discharge points into the Harbor.

- 41 Project Opportunities
- Avg. Capital Cost ~ $9.3M
- Avg. O&M Cost ~ $282k/yr
- Substantial potential for benefitting environmentally/socially vulnerable communities

Key Implementation Considerations

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances.
- Filtration structural strategies can potentially be combined with other types of strategies.

Infiltration BMPs

Engineered treatment systems divert and infiltrate runoff along its conveyance towards discharge points into the Harbor.

- 41 Project Opportunities
- Avg. Capital Cost ~$12.5M
- Avg. O&M Cost ~$188k/yr
- Substantial potential for benefitting environmentally/socially vulnerable communities

Key Implementation Considerations

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances and site-specific disturbances; will need geotechnical information. Information to determine whether infiltration rates will exceed 0.5 in/hr.
- Infiltration structural strategies can potentially be combined with other types of strategies.

Agricultural Runoff Treatment Systems

Engineered systems designed to capture and treat runoff from farm fields, aiming to remove pollutants like sediment, nutrients, and pesticides before they reach waterways.

- 4 Project Opportunities
- Avg. Capital Cost ~$40k
- Avg. O&M Cost ~$8k/yr
- High cost-effectiveness for Nitrogen load reduction

Key Implementation Considerations

- Agricultural runoff treatment system effects maximized with placement closer to runoff sources, may create need for additional coordination with agricultural landowners.
- Agricultural runoff treatment systems can potentially be combined with other types of strategies.

LSPC watershed modeling and custom-python BMP models were used to determine optimal sizing, and locations were identified through geospatial analysis. Cost information derived based on similar projects ~2022-2024.

POTENTIAL RECEIVING WATER MITIGATION STRATEGIES

Edison Canal Pump Resumption

Rehabilitation and resumption of pumping at the northern end of the Edison Canal; refurbishment of existing pump house infrastructure and rehabilitation/replacement of pumps.

Key Implementation Considerations

- Potential need for mechanical equipment upgrades due to extended period of inactivity.
- May require specialized operating staff.
- Private/utility parcel ownership.

Permitting

- Medium effort – Coordination with County departments/agencies recommended.
- Potential need for Encroachment Permit.
- Fish entrainment mitigation likely.
- Consultation with regulators recommended.
- Potential need for detailed/long-term special studies to support permitting efforts.

Canal Decommissioned & Converted

Installation of dam at Wooley Bridge to hydrologically disconnect Harbor and direct agricultural discharge to wetlands at 5th St. / Harbor Blvd.

Key Implementation Considerations

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

Permitting

- High effort – Grading, Land-Use, Coastal Development Permits.
- NPDES CG Permit during construction.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

Passive Circulation Enhancements

Installation of culverts within the Harbor to connect different marinas and improve water circulation.

Key Implementation Considerations

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

Permitting

- High effort – Grading, Land-Use, Coastal Development Permits.
- NPDES CG Permit during construction.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

POTENTIAL RECEIVING WATER MITIGATION STRATEGIES

New Canal Connection

Construction of a second Harbor entrance to enhance natural tidal circulation of water in and around the Harbor. Location of second canal connection anticipated to be at power plant / pump station.

Key Implementation Considerations

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

Permitting

- High effort – Requires Grading, Land-Use, and Coastal Development Permits.
- NPDES CG Permit during construction.
- Mitigation monitoring required.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

Storage Tank Water Release

Strategic placement of storage tanks near the Canal and Harbor allowing for controlled water release to improve circulation and reduce stagnation.

Key Implementation Considerations

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

Permitting

- High effort – Coordination with local and state agencies.
- Need for Water Quality Certification and Environmental Impact Assessment.
- Special studies to assess ecosystem impact.

Canal Decommissioned & Storage Tank

Decommissioning of Canal to redirect water flow; strategic placement of storage tanks near the Harbor to facilitate the controlled release of water to improve circulation and reduce stagnation; installation of Wooley Bridge dam to hydrologically disconnect Harbor and direct agricultural discharge to wetlands at 5th St. / Harbor Blvd.

Key Implementation Considerations

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

Permitting

- High effort – Coordination with local and state agencies.
- Need for Water Quality Certification and Environmental Impact Assessment.
- Special studies to assess ecosystem impact.

FUNDING OF POTENTIAL MITIGATION STRATEGIES

A structured and criteria-based approach has been developed to help the City of Oxnard identify and prioritize projects that are best positioned for competitive grant funding. This framework is designed to reduce the City's reliance on local public funds while maximizing equitable and measurable community and environmental benefits, and includes the following factors:

- Impact
- Cost
- Location
- Community Impact
- Design Level/Project Readiness

Strategic Alignment of Mitigation Strategies with Grant Opportunities

Grant programs were first evaluated based on how well priorities aligned with the City of Oxnard's overarching goal: improving circulation and water quality issues. Opportunities that emphasize measurable circulation and water quality improvement outcomes were prioritized. Programs offering funding for efforts such as reducing runoff pollution, enhancing groundwater recharge, mitigating flooding, and increasing circulation/connectivity were cataloged in a tracking spreadsheet. This tool is regularly updated as new grant opportunities emerge or additional details become available.

Project fact sheets were evaluated for alignment with the specific criteria and consistency with grant agency goals. Key considerations included impact, cost, location, community impact, and project readiness (e.g., completed designs and permits). Each project was assessed against these factors to determine its fit with the various relevant funding opportunities identified. Based on this analysis, funding sources were strategically matched to each project to maximize funding potential.

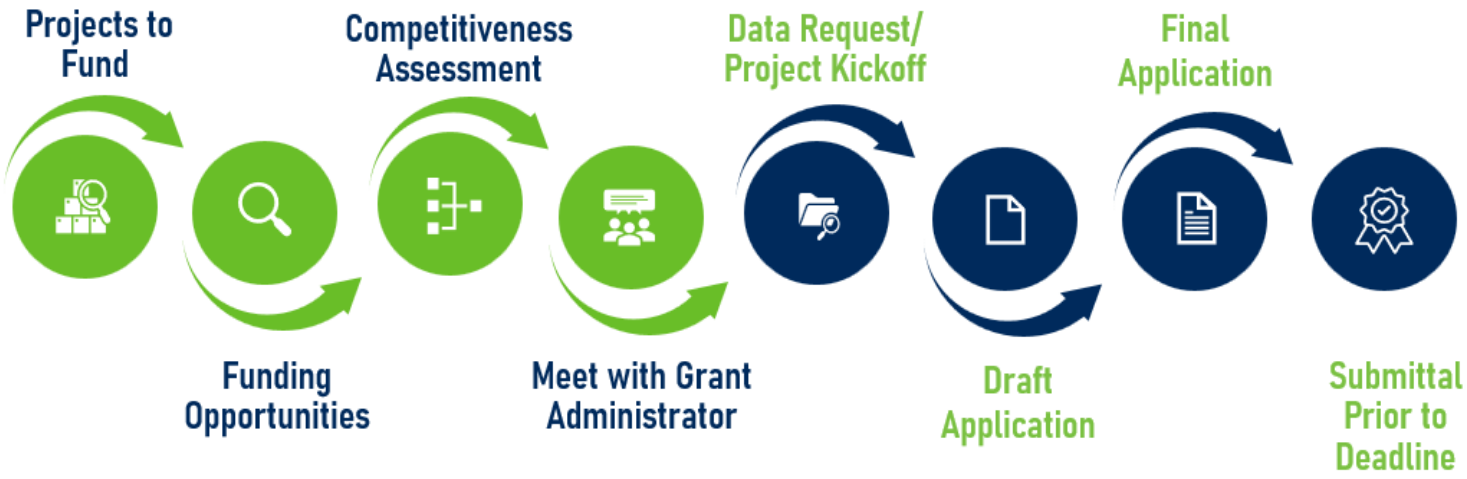
Funding Program	Funding Amount	Dates/Deadline
Coastal Conservancy Grants	No min/max: Anticipated grant $200K – $5M.	Rolling
Nonpoint Source (NPS) 319 Program	$50K - $1M	Rolling
Stream Flow Enhancement	$30M available	Rolling
Agricultural Drainage Management Loan Program	$100K - $5M	Rolling
Replacing, Removing, or Upgrading Underground Storage Tanks (RUST) Program	$3K - $70K	Rolling
Water Infrastructure Finance and Innovation Act (WIFIA)	$6.5B available	Rolling
Port Infrastructure Development Program	$1M - $125M	Due September 10, 2025
F25AS00188 Coastal Program FY25	Up to 500K	Due September 30, 2025
Small Surface Water and Groundwater Storage Projects (Small Storage Program)	Up to $30M	Due April 17, 2026
Community Development Block Grant (CDBG)	$3B available annually	Anticipated to open September 2025
Transformative Climate Communities (TCC) Program	$300K - $29.5M	Anticipated to open Fall 2025
Community Resilience Centers (CRC) Program	$100K - $10M	Anticipated to open Fall 2025
Climate Smart Agriculture Technical Assistance Grants	Up to $150K	Anticipated to open in 2025
Healthy Soils Block Grant Program	$2M - $%M	Anticipated to open in 2025
Regional Source Reduction Assistance Grant	7-27 awards with $40K – $240K	Anticipated to open February 2026
National Wetland Program Development Grants	$25K – $500K	Anticipated to open May 2026
Environmental Enhancement & Mitigation	$750K – $1.5M; $7M available	Anticipated to open May 2026
Encampment Resolution Funding (ERF) Program	$1.5M - $45M	Anticipated to be due June 30 2026
FY 2026-27 Wildfire Prevention Grants	$135M available	Anticipated to open June 2026
Land and Water Conservation Fund	Up to $6M	Anticipated to open mid 2026
EJ4 Climate Grant Program	Up to $175K	Anticipated Fall 2026
California Proposition 4	Dependent on specific program; $10B available in total	Dependent on specific program

Table 6: Potential grant opportunities paired with potentially relevant projects in *Appendix D – Project Fact Sheets*.

FUNDING OF POTENTIAL MITIGATION STRATEGIES

Recommended Next Steps

1. **Projects to Fund:** Identify and refine a shortlist of candidate projects and project locations—ideally 3–5 based on the City's input and the funding availability.
2. **Funding Opportunities:** Pair the identified projects with the most relevant funding opportunities.
3. **Competitiveness Assessment:** Complete competitiveness assessments to evaluate how well each project aligns with the priorities, eligibility criteria, and scoring methodologies of the target grant programs. This includes analyzing factors such as project readiness, community impact, equity considerations, and alignment with policy goals.
4. **Meet with Grant Administrator(s):** Initiate outreach to grant program coordinators for the programs identified as most competitive. These conversations will help confirm eligibility, clarify evaluation criteria, and strengthen applications through early engagement.
5. **Data Request/Kickoff:** Gather necessary background data, reports, and project documentation from City staff and partners to inform application development. This may include GIS data, demographic information, past planning efforts, and any previous community engagement findings.
6. **Draft Application**: Develop supporting materials such as concept-level drawings, cost estimates, benefit narratives, and maps. These will be key components of successful grant applications.
7. **Final Application & Submittal**: Track progress through funding agencies.



By adopting a strategic, data-driven approach, the City of Oxnard will increase its likelihood of securing funding by demonstrating readiness, impact, and alignment with grant priorities.

SCORING EVALUATIONS

This section describes the evaluation metrics used to build a Scoring Matrix for comparing potential mitigation strategies based on their benefits, costs, feasibility, and constraints. Summary evaluation results presented herein; ***Appendix E – Project Scoring Matrix Guide*** and ***Appendix F – Project Scoring Matrix*** (available electronically) contain comprehensive evaluation framework and results.

MITIGATION STRATEGY EVALUATION METRICS

Evaluation Metric Sources

Evaluation metrics utilize four general categories of information: (1) watershed and in-harbor model results, (2) available Geographic Information System (GIS) and community database information, (3) compiled engineering and construction cost data, and (4) best professional judgement. Watershed and in-harbor models provide predictive water quality- and circulation-related conditions based on calibrated representation of site-specific characteristics, input data, and modeled strategies. Various public databases and available GIS information are used to classify and categorize mitigation strategies based on type, location, and environmental/other impact attributes. Compiled engineering and construction cost information generally include industry publications and recent and/or published project cost information in Southern California. Engineering and environmental professional best professional judgement is used for assessments of certain mitigation strategy criteria where engineering delivery experience, construction or other industry knowledge, and/or environmental permitting acumen supports informed performance evaluation. Evaluation metrics are used in scoring of potential mitigation strategies.

The Project Scoring Matrix provides a framework for comparing the relative water quality and/or circulation improvement effectiveness, cost-benefit, and implementation viability and schedule. The scoring framework integrates both qualitative and quantitative information to evaluate the features and characteristics of potential mitigation strategies and intentionally includes a diverse array of parameters to allow for filtering projects to optimize project sequencing and funding opportunities. However, only a subset of key parameters are ultimately used in scoring and ranking the potential mitigation strategies. Key scoring and ranking parameters for watershed-based projects include water quality benefits, cost, and implementation considerations. Similarly, Receiving Water project key parameters include circulation benefit, cost, and implementation considerations.

MITIGATION STRATEGY SCORING – WATER QUALITY BENEFITS

Evaluation Approach & Relevant Metrics/Attributes

Watershed project water quality benefits are evaluated and assessed through regional water quality modeling with a focus on a few critical metrics related to pollutant loading. For each of the six main pollutants that were modeled (bifenthrin, permethrin, nitrogen, phosphorus, copper, *Enterococcus*), a **Pollutant-Specific Modeled Load Reduction** was calculated[1]. This metric refers to the amount of each pollutant removed via mitigation strategy implementation for total load reduced (pounds (lbs) per year) and proportion of the baseline watershed load reduced (%). These two components allow for calculation of the magnitude and percent of the strategy-specific load reduction relative to the overall watershed loading for each modeled pollutant. Pollutant-specific load reductions are combined to attain an **Additive Aggregate Pollutant Load Reduction** for each strategy**.** This metric assumes mitigation strategies that cumulatively reduce pollutant loading across multiple pollutant types provide a greater water quality benefit than strategies with singular pollutant load reduction benefit, even if the load reduction for a given pollutant is high. Addressing multiple pollutants through integrated strategies assists in achieving holistic water quality improvements, especially in complex and urbanized watersheds.

Receiving Water strategies are more explicitly focused on water circulation improvements that support water quality benefits. Receiving Water strategies' benefits are denoted by a metric representing **Average Residence Time Reduction (days)**, referring to modeled results calculated as the average reduction in water parcel residence time within the Harbor across the nine modeled Harbor zones. It should be noted that analysis and comparison of individual critical water zone residence time improvements yielded similar results to the average reduction, and thus the average reduction in water parcel residence time across all zones was used for this metric.

The **Additive Aggregate Pollutant Load Reduction** (Watershed strategies) or the **Average Residence Time Reduction** (Receiving Water strategies) are used in calculation of **Cost-Effectiveness**, a calculated metric that combines water quality benefits with estimated **Lifecycle Cost** (see cost section below) to obtain a cost-per-unit load/residence time reduction cost-effectiveness measure. Estimated costs for Watershed Structural mitigation strategies were developed using algorithms based on regional project information with available data. Receiving Water strategy cost estimates were based on a combination of estimated material, labor, and design/management costs from similar projects.

Figure 19: Stagnant water at Hemlock Road Debris Boom Site

The evaluation and assessment of Water Quality Benefits culminates in their synthesis into the **Additive Pollutant Load and Residence Time Reduction** metrics. These metrics feed into ranking of strategies individually and are used for calculation of the **Cost-Effectiveness** ranking metric. A **Geometric Mean Ranking** metric is used to rank mitigation strategies in a comparative manner, combining the Reduction and Cost-Effectiveness metrics into a single ranking. Geometric mean is a type of average that indicates the central tendency or typical value of a set of numbers. It is useful when calculating normalized scores in systems where each factor contributes multiplicatively as is the case for Watershed and Receiving Water mitigation strategies.

[1]Note: Bifenthrin, Permethrin, and *Enterococcus* were not explicitly modeled. Bifenthrin and Permethrin were represented based on a sediment-proxy and *Enterococcus* was represented based on a runoff volume-proxy.

MITIGATION STRATEGY SCORING – COSTS

Evaluation Approach & Relevant Metrics/Attributes

Cost metrics include **Capital**, **Annual O&M**, and **30-year Lifecycle Cost** parameters[1]. **Capital Cost** denotes the total estimated upfront investment required to plan, design, permit, and construct a project or implement a mitigation strategy. It includes expenditures necessary to bring a project from concept to operational readiness, excluding ongoing operational or maintenance expenses. For the purposes of this report, additional details of capital costs based on strategy type include the following:

- Watershed Nonstructural strategy capital costs utilized a combination of best available data and professional judgment based on project implementation efforts conducted by similar Phase I Municipal Separate Storm Sewer System (MS4) programs in California and City-specific feedback from City of Oxnard staff. Most outreach and training costs assume mitigation strategy implementation integration with existing ongoing related programs.
- Watershed Structural strategy capital costs utilized engineer best-estimate construction cost estimates based on regression and other analysis of line-item project construction cost estimates derived from projects in California 2022-2024.
- Receiving Water mitigation strategies' capital costs utilized engineer best-estimate construction cost estimates based on general requirements, site preparation, and new construction costs.

Annual O&M Cost refers to the estimated recurring expenses required to operate, monitor, and maintain a project or mitigation strategy over its useful life. For the purposes of this report, calculation of Annual O&M Cost utilized similar additional description information as **Capital Cost** (see above). The useful life of a given mitigation strategy is assumed to be 30 years for the purpose of this analysis. Annual **O&M Cost** is combined with **Capital Cost** in calculating **30-yr Lifecycle Cost**, which is a calculated metric consisting of **Capital Cost** plus 30 years of **Annual O&M Cost** as well as Replacement Cost, which is assumed to be equal to **Capital Cost**.

Cost evaluation and assessment includes **Capital Cost, Annual O&M Cost,** and **30-yr Lifecycle Cost. Capital Cost, Annual O&M Cost** utilize best available data and information including engineer best-estimate construction cost estimates based on projects in the Los Angeles basin 2022-2024. The **30-yr Lifecycle Cost** includes **Capital Cost** plus 30 years of **Annual O&M Cost** as well as replacement cost at the end of the estimated useful life, which is assumed to be equal to **Capital Cost**.

Figure 20: Seabridge Viewpoint Site

[1]Project capital and O&M costs are estimates and subject to change. Additional study needed to refine Receiving Water strategy permitting costs following conceptual design development, consultation with regulatory permitting agencies, and coordination with other interested parties.

MITIGATION STRATEGY SCORING – IMPLEMENTATION CONSIDERATIONS

Evaluation Approach & Relevant Metrics/Attributes

Implementation Considerations include factors that may influence mitigation strategy implementation capacity, cost, schedule, and/or operational parameter. Key factors included in the scoring matrix includes **Parcel Ownership**, **Crossing Jurisdictional Boundaries**, and perceived **Permitting Difficulty**. **Parcel Ownership** is an ownership attribute related to mitigation strategy implementation. Ownership information was derived from County of Ventura GIS information. The **Crosses Jurisdictional Boundaries** metric is calculated by parcel ownership but related to whether the mitigation strategy will require cross-jurisdiction coordination. Cross-jurisdiction coordination can oftentimes impact the ease of mitigation strategy implementation based on project location, type and coordination need (i.e. right of entry, legal liability, and/or cost-share agreement). The following criteria were used for **Crosses Jurisdictional Boundaries**, where a higher score denotes greater complexity:

- Project implementation on parcels with private, multiple other public agencies, or mixed parcel ownership that would expect to require multi-jurisdictional agreements, right-of-entry-permits, and/or other agreements prior to implementation scores 1 point.
- Project implementation requires multi-jurisdictional agreement with at least one other public or private agency scores 0.5 points.
- Project implementation exclusively on City-owned parcels scores 0 points.

Here, point values serve as a qualitative measurement used in determination of overall Implementation Considerations for a given strategy. It is worth noting that certain Watershed Nonstructural mitigation strategies were assumed to be implemented within City jurisdiction only. This reduces the complexity of implementation and allows for specific implementation control within City jurisdiction.

Permitting Difficulty is a qualitative assessment of anticipated environmental and other permitting requirements necessary to facilitate mitigation strategy implementation. This categorical assessment metric utilized industry permitting specialist best professional judgement to review anticipated agency coordination and permit complexity according to the following criteria:

- Low- Anticipated requirements include local agency coordination and/or low effort submittals.
- Medium- Anticipated requirements include local/state agency coordination and/or medium effort submittals.
- High- Anticipated requirements include local/state/federal agency coordination and/or high effort submittals and/or monitoring/special studies.

Potential mitigation strategies were organized into one of three tiers of overall implementation ease based on a combination of estimated permitting difficulty and necessity of cross-jurisdictional coordination. Strategies were then ranked based on water quality benefits and cost considerations within these tiers based on the framework described in the Water Quality Benefits and Costs sections. Refer to ***Appendix E – Project Scoring Matrix Guide*** for further details of the Implementation Considerations tiering process.

Implementation Considerations are presented as a combined assessment of **Parcel Ownership**, **Cross-Jurisdictional Coordination**, and **Permitting Difficulty**. These attributes were used to categorize strategies into three tiers based on implementation complexity.

Figure 21: Aerial View of the Harbor

MITIGATION STRATEGY SCORING – PERMITTING CONSIDERATIONS

Permitting Evaluation Overview

To support mitigation strategy scoring efforts, all mitigation strategy options were determined to be low, medium or high levels of permitting effort. Low effort permitting was selected for Watershed Nonstructural mitigation strategies that require only local agency coordination which are anticipated to be a relatively streamlined process. Medium effort permitting was selected for Watershed Structural strategies that require local and state agency coordination with moderate associated permit constraints and approval timelines. High effort permitting was selected for Receiving Water strategies that require local, state and federal agency coordination with complex and lengthy permitting constraints, timelines and associated long term monitoring or special studies required for ecological impacts analysis.

Low Permitting Effort: Local Agency Coordination and Permits

- VC Public Works
- VC Transportation Department
- VC Resource Management Agency
- Encroachment/Watercourse Permits
- Municipal Authorization
- VC Resource Conservation District
- VC Farm Bureau & Agricultural Commissioner
- Natural Resources Conservation Service
- CA Department of Fish and Wildlife
- Certified Crop/Pest Advisor for Nutrient Management Plans

Medium Permitting Effort: Local and State Agency Coordination and Permits

- Lake and Streambed Alteration Agreement (CDFW)
- CEQA compliance
- Waste Discharge Requirements (LARWQCB)
- Water Rights Assessment
- Grading Permit
- Floodplain Development Permit
- Clean Water Act Sec. 401 Water Quality Certification
- NPDES Construction General Permit Compliance
- Encroachment/Watercourse Permits
- Wastewater Treatment Plant connection permit
- Fish entrainment mitigation
- CA Department of Fish and Wildlife, National Marine Fisheries Service, LARWQCB, CA Coastal Commission coordination/consultation

High Permitting Effort: Local, State and Federal Agency Coordination and Permits

- Grading Permit
- Land Use Permit
- Coastal Development Permit
- Lake and Streambed Alteration Agreement (CDFW)
- Clean Water Act Sec. 401 Water Quality Certification
- Clean Water Act Sec. 404 Dredge/Fill discharge requirements
- NPDES Construction General Permit Compliance
- Stormwater Pollution Prevention Plan(SWPPP) Development
- US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, LARWQCB, CA Coastal Commission coordination/consultation

MITIGATION STRATEGY SCORING – COMMUNITY BENEFITS

Evaluation Approach & Relevant Metrics/Attributes

Community Benefits were used as a supplementary consideration for mitigation strategies to allow for potential future filtering and prioritization with respect to funding and other considerations. Community Benefits do not factor into the explicit ranking of mitigation strategies but should be considered in context with multi-benefits and funding opportunities.

Potential **Aesthetic Improvements** utilizes Harbor residence time as an indicator to estimate aesthetic improvements in Harbor water quality. A literature review was performed to assess California and other regional enclosed waterbody residence time thresholds that indicate aesthetic and potential water quality improvements including presence of trash and surface water clarity.

Generally, enclosed waterbodies with an average residence time less than 1-2 weeks is considered well-mixed. Enclosed harbor or bay residence times that exceed approximately 1-2 weeks generally correspond with increased turbidity and potential water quality issues. Accordingly, for the purposes of this study the following criteria were applied:

- Strategies that reduce average water parcel residence time to less than 1-week scores 1 point.
- Strategies that reduce average water parcel residence time to between 1- and 2-weeks scores 0.5 points.
- Strategies that reduce average water parcel residence time to greater than 2-weeks or do not reduce average water parcel residence time scores 0 points.

Trash Reduction was also considered using a qualitative categorical (Yes/No) assessment potential trash reduction benefits. Available municipal program review, industry data, and literature sources were used to support best professional judgement assessments of mitigation strategy potential for trash reduction.

A categorical assessment of mitigation strategy potential to provide **Disadvantaged Community Benefit (DAC) Benefits** was performed. DACs were defined based on 2022 SB 535 DAC designations[1]. The following criteria were used:

- Mitigation strategies that occur within a disadvantaged community score 1 point.
- Mitigation strategies that occur adjacent to or partially within a disadvantaged community score 0.5 points.
- Mitigation strategies that occur outside of a disadvantaged community score 0 points.

Community Benefits Total synthesizes the applicability of ten potential individual community benefits to each mitigation strategy. Individual Community Benefits are determined to have either full (scores 1 point), partial (scores 0.5 points), or limited/no applicability (scores 0 points). The individual community benefits are summed and then divided by 10. **Community Benefits Total** is presented as a proportion, ranging from 0 to 1, equating to the proportion of Community Benefits generated by a given mitigation strategy. This metric is ultimately presented with the designation of a strategy as 'Good', 'Better', or 'Best'. A discussion of methods and a comprehensive list of potential Community Benefits that were evaluated is provided in ***Appendix E – Project Scoring Matrix Guide.***

Community Benefits are presented for supplementary consideration and potential future funding opportunities. Strategies are assessed based on their potential to provide **Aesthetic Improvements**, **Trash Reduction**, and **DAC Benefits.** The **Community Benefits Total** attribute synthesizes the applicability of ten potential individual community benefits to each mitigation strategy.

Figure 22: Field visit at former power plant site.

[1]DAC Designations and Community Benefits are discussed in further detail in ***Appendix E – Project Scoring Matrix Guide***

PROJECT SCORING MATRIX STRUCTURE

The ***Appendix F – Project Scoring Matrix*** compiles and combines the qualitative and quantitative metrics mitigation strategy scoring elements to allow review and assessment of project opportunities. The Scoring Matrix structure is organized into four primary tabs in a spreadsheet-based 'living' document. The structure allows the City, with input and coordination with various interested parties, opportunities to review and adaptively manage the scoring metrics and calculation functionality. Further, the range of mitigation strategy-specific metrics and attributes allows for filtering and ranking capabilities.

Given the separate but related Study goals for identification of mitigation strategies to improve Harbor circulation and water quality, Watershed and Receiving Water mitigation strategies are considered separately in Scoring Matrix structure. This format allows for potential pursuit of a suite of mitigation strategies to address both circulation and water quality improvement goals concurrently.

PROJECT SCORING MATRIX TAB STRUCTURE

1. PROJECT SCORING MATRIX

Includes a comprehensive inventory of metrics and attributes considered in the potential mitigation strategies overall evaluation process. Includes modeling results for mitigation strategy pollutant load reduction (Watershed strategies) and harbor residence time reduction (Receiving Water strategies).

2. WATERSHED / RECEIVING WATER SCORING RESULTS

Compiles and synthesizes metrics and attributes presented in the Project Scoring Matrix tab and generates summary information for supplemental evaluation and filtering of potential mitigation strategies.

3. COMMUNITY BENEFITS

Inventories the 10 potential Community Benefits evaluated for each potential mitigation strategy. Note that Community Benefits are compiled to support project filtering for funding and other benefits and do not directly impact scoring.

4. SUMMARIZED / TIERED WATERSHED / RECEIVING WATER RESULTS

Presents synthesized information and mitigation strategy scoring results for watershed water quality and Harbor circulation improvement options. Watershed strategies organized into tiers by implementation feasibility. Summarized results include only primary metrics/attributes to enhance simplicity.

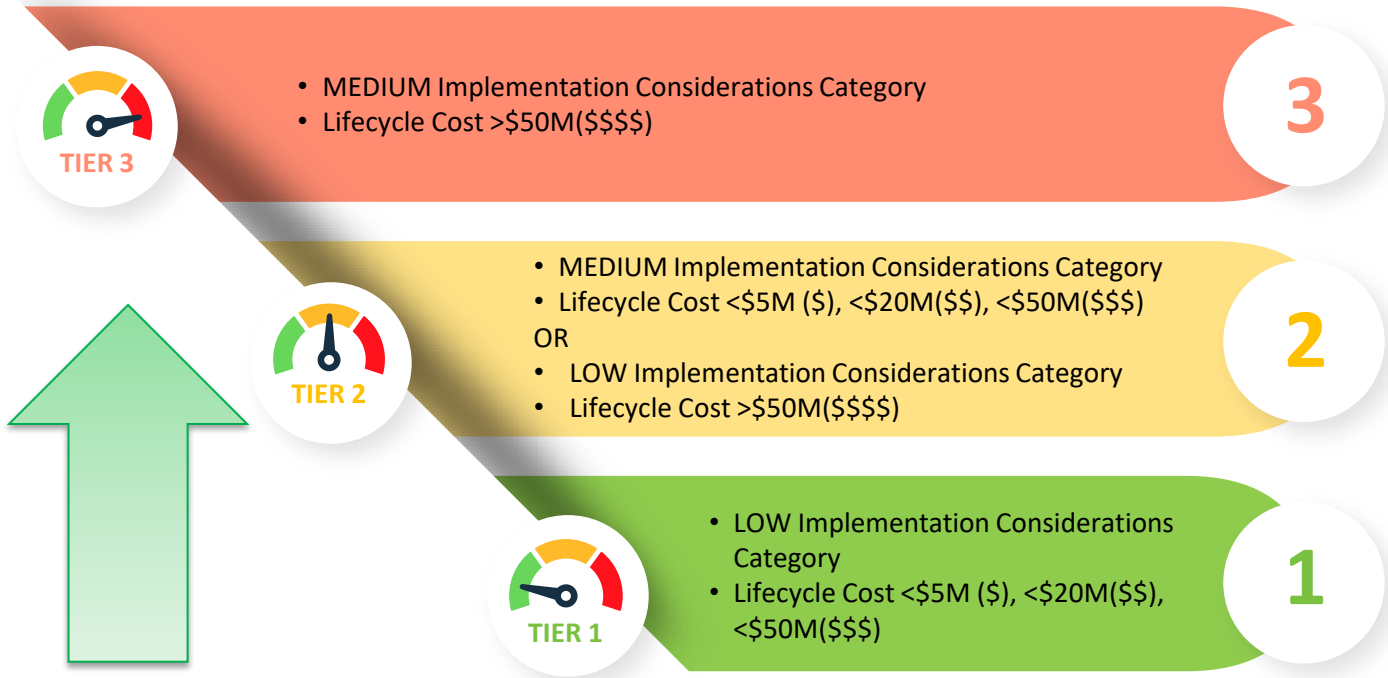
TIERED WATERSHED MITIGATION STRATEGY RANKING

Watershed mitigation strategies were ranked and assigned to one of three categories based on estimates of planning and implementation complexity. Three key criteria factor into the preliminary ranking process: estimated environmental permitting complexity and estimated need for cross-jurisdictional coordination – which are combined to assign strategies an **Implementation Considerations Category –** and **Lifecycle Cost**.

Mitigation strategies that can be implemented in municipal right-of-way, have limited environmental impact concerns and/or are anticipated to have limited regulatory agency review concerns are assigned either a 'Low' or 'Medium' permitting complexity score. Potential need for cross-jurisdictional coordination was also used to assign mitigation strategies to three categories of Implementation Considerations. The approach for assigning mitigation strategies into Implementation Considerations Categories is detailed in ***Appendix E – Project Scoring Matrix Guide***.

Projects in the 'Low' Implementation Considerations Category with Lifecycle Costs below $50M are assigned to Tier 1. Projects in the 'Low' Implementation Considerations Category with Lifecycle Costs of $50M or greater are assigned to Tier 2. Also included in Tier 2 are Projects in the 'Medium' Implementation Considerations Category with Lifecycle Costs below $50M. Projects in the 'Medium' Implementation Considerations Category with Lifecycle Costs of $50M or greater are assigned to Tier 3.

Note: No Watershed mitigation strategies were assigned a 'High' permitting complexity score, and thus this category was omitted from the tiering of Watershed strategies. All Receiving Water strategies were designated as 'High' permitting complexity.



TIERED WATERSHED MITIGATION STRATEGY RESULTS SUMMARY

Table 9: Top-ranked tiered Watershed mitigation strategies from the Project Scoring Matrix

Project Name[1]	Geometric Mean Rank[2]	Additive Percent Load Reduction (%)	Cost-Effectiveness ($/% Reduction)	Capital Cost Category	Lifecycle Cost Category	Implementation Considerations Category	Aesthetic Improvements	Community Benefits Total	DAC Benefits
Tier 1									
Targeted Nutrient/Pesticide Source Control - Outreach and Training (NS)	1.4	77%	$34,665	$	$$	Low	No	Better	Yes
Targeted Bacteria Source Control - Animal Waste Management (NS)	3.0	51%	$45,962	$	$$	Low	No	Better	Partial
Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning (CBC) Optimization (NS)	4.5	49%	$478,054	$	$$$	Low	Partial	Better	Partial
Tier 2									
Targeted Nutrient/Pesticide Source Control - Agricultural Coordination (NS)	1.4	62%	$5,300	$	$	Medium	No	Better	Yes
Campus Park Infiltration BMP (S)	11.8	19%	$2,882,848	$$$	$$$$	Low	Partial	Better	No
Campus Park Filtration BMP (S)	15.3	15%	$3,546,360	$$$	$$$$	Low	Partial	Better	No
Tier 3									
Oliveira Plaza Parking Lot Infiltration BMP (S)	7.4	27%	$2,065,112	$$$	$$$$	Medium	Partial	Good	No
Oxnard Airport East Filtration BMP (S)	9.5	25%	$2,327,652	$$$	$$$$	Medium	Partial	Good	Yes
Oxnard Airport East Infiltration BMP (S)	9.8	24%	$2,290,818	$$$	$$$$	Medium	Partial	Good	Yes

Watershed Mitigation Strategies:

- Can address multiple pollutants;
- Potentially cost-effective;
- Can be implemented by local jurisdictions;
- Can be cost-effective.

Refer to ***Appendix E – Project Scoring Matrix Guide*** for detailed descriptions of all metrics and attributes considered in the evaluation process.

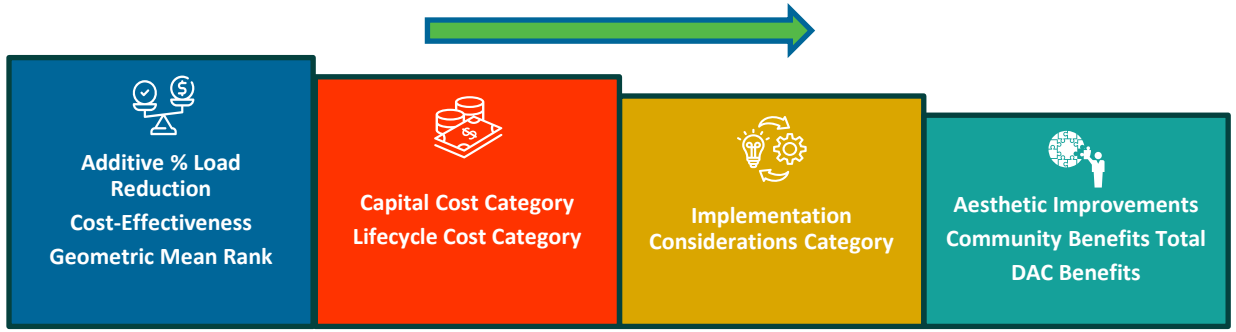
Presented here are the 3 highest ranking Watershed strategies in each of the 3 tiers. For the complete catalogue of potential mitigation strategies, refer to ***Appendix F – Project Scoring Matrix.***

[1]Blue cells indicate Watershed Nonstructural strategies, while yellow cells indicate Watershed Structural strategies.
[2]Lower Geometric Mean Rank values indicate more preferable projects.

WATERSHED MITIGATION STRATEGY EVALUATION RESULTS

Tiered and ranked Watershed mitigation strategies are organized by using the geometric mean of **Pollutant Load Reduction** and **Cost-Effectiveness** metrics within each Tier. A geometric mean is a type of average that indicates the central tendency or typical value of a set of numbers. The **Geometric Mean Ranking** metric is used to rank the different mitigation strategies in a comparative manner.

Estimated **Capital Costs** and **Lifecycle Costs** are used to evaluate relative mitigation strategy costs**.** Funding source, implementing agency capital and operational capacity, bond, grant, and loan requirements, and overall cost to modeled water quality and/or circulation benefit all factor into mitigation strategy implementation prioritization. Future work to identify appropriate lead agency, funding, long-term operations, and an/or refine capital and long-term O&M investment needs is expected to impact mitigation strategy priority.



Implementation Considerations include consideration of the need for cross-jurisdictional approvals and/or cost sharing, permitting complexity, and underlying parcel ownership factors. Individually or combined, these components can contribute to planning for staff resource, fiscal investment, and/or schedule details. For some projects, planning and acquisition of necessary environmental permits in particular can impact project implementation schedule and feasibility.

Community benefits provide context for mitigation strategy implementation opportunities. The Project Scoring Matrix does not use community benefits directly to score or prioritize projects but rather compiles this information to allow for future project funding opportunity selection assistance, assessment of multi-benefit capacity, and potential to provide direct benefits to underserved communities.

Functionally, the Project Scoring Matrix ranks mitigation strategies in tiers by key implementation consideration components and then sequentially by prospective water quality and circulation improvement benefits and cost-effectiveness. The functional duality, where potential water quality improvement projects are grouped separately from circulation improvement projects is reflective of the fundamental difference between these two underlying goals. Supporting both inter-related goals supports an integrated solution. As implementation planning proceeds it is anticipated that regulatory agency approval of proposed circulation improvement project(s) will require an integrated pollutant load reduction approach.

Full Project Scoring Matrix results are presented in ***Appendix F – Project Scoring Matrix***, which is a 'living' document intended to provide adaptive access to project evaluation information. A snapshot of top-ranked Watershed mitigation strategies at the time of this report is present on

MITIGATION STRATEGY SCORING, FILTERING, AND RANKING

This section summarizes the factors used for both mitigation strategies scoring and ranking as well as compiled to allow for filtering and tiering of results. Scoring and ranking criteria generally include metrics that indicate potential changes in water quality, circulation, and project cost.

Criteria compiled to support project filtering for potential funding and multi-benefits include implementation considerations comprised of land ownership, potential need for cross-jurisdiction coordination, and permitting complexity, as well as community benefit criteria. Implementation consideration criteria are also used to assign Watershed mitigation strategies to tiers based on implementation complexity.

The Study Implementation Plan is expected to utilize a combination of scoring and ranking as well as filtering criteria to generate an optimized mitigation strategy implementation approach.

Table 7: Project Scoring Matrix Metrics & Attributes used for ranking, filtering, and tiering mitigation strategy options

Metric/Attribute	Factored into Project Ranking	Supplementary Filter Criteria	Tiers Ranking
Bifenthrin Load Reduction (lbs/yr)	Yes	No	No
Bifenthrin Watershed Load Reduction (%)	Yes	No	No
Permethrin Load Reduction (lbs/yr)	Yes	No	No
Permethrin Watershed Load Reduction (%)	Yes	No	No
Nitrogen Load Reduction (lbs/yr)	Yes	No	No
Nitrogen Watershed Load Reduction (%)	Yes	No	No
Phosphorus Load Reduction (lbs/yr)	Yes	No	No
Phosphorus Watershed Load Reduction (%)	Yes	No	No
Copper Load Reduction (lbs/yr)	Yes	No	No
Copper Watershed Load Reduction (%)	Yes	No	No
Bacteria Load Reduction (MPN)	Yes	No	No
Bacteria Watershed Load Reduction (%)	Yes	No	No
Additive Percent Load Reduction (Upstream) (%)	Yes	No	No
Percent Residence Time (RT) Reduction (RW) (%)	Yes	No	No
Cost-Effectiveness	Yes	No	No
Capital Cost	Yes	No	No
Annual O&M Cost	Yes	No	No
30-yr Lifecycle Cost	Yes	No	No
Parcel Ownership	No	Yes	Yes
Crosses Jurisdictional Boundaries	No	Yes	Yes
Permitting	No	Yes	Yes
DAC Benefits	No	Yes	No
Aesthetics Y/N	No	Yes	No
Aesthetic Improvements	No	Yes	No
Average Residence Time (RT) (Days)	No	Yes	No
Trash Reduction Y/N	No	Yes	No
Community Benefits Total	No	Yes	No

RECEIVING WATER MITIGATION STRATEGY EVALUATION RESULTS

A fundamental Study goal is the identification of mitigation strategies that improve circulation within the Harbor. Key attributes of Harbor configuration, surrounding land use, and available options for potential circulation improvements were evaluated. Detailed modeling was performed to assess select Receiving Water mitigation strategies' potential for water residence time improvements.

Modeling results indicate certain mitigation strategies provide potential improvements in water circulation measured by water parcel residence time. Highest ranking Receiving Water mitigation strategies require Harbor configuration and/or infrastructure subject to regulatory agency approvals for effective implementation. A key consideration moving forward is planning, permitting, and design coordination needs for coastal infrastructure projects. Land ownership, adjacent use, public beach access, and other factors may influence the cost and feasibility of potential circulation improvement strategies.

Diverse technical and regulatory compliance needs are associated with engineered water circulation improvement mitigation strategies. To address these needs, a coordinated approach to convene interested parties including municipal and regulatory agencies, Harbor residents and organizational bodies, potential funding agencies, and watershed community representatives is recommended.

Prioritization results for circulation improvement mitigation strategies are presented in **Table 8**. Prioritization ranking is based on the Geometric Mean metric (***Appendix E – Project Scoring Matrix Guide***) which accounts for both the circulation benefits and cost-effectiveness of a given mitigation strategy.

Effective circulation within an enclosed harbor is fundamental to sustaining high water quality. In semi-enclosed systems such as the Channel Islands Harbor, limited connectivity to the open ocean constrains flushing processes, making circulation critical for support of ambient water quality and beneficial uses.

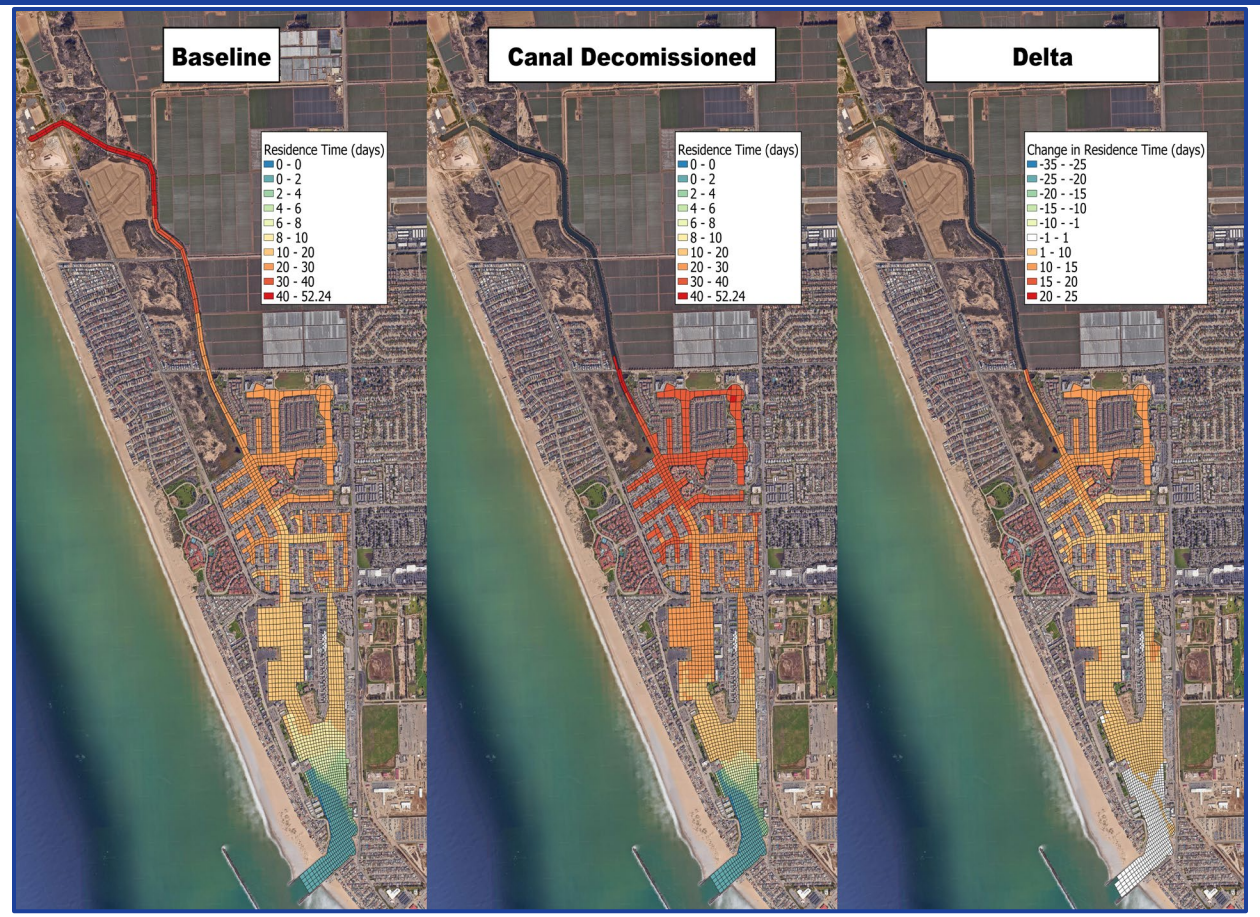


Figure 23: Modeled residence time improvements from Canal Decommissioning strategy

RECEIVING WATER MITIGATION STRATEGY RANKING

Table 8: Ranked Receiving Water mitigation strategies from the Project Scoring Matix

Project Name	Geometric Mean Rank	Percent RT Reduction (%)	Cost-Effectiveness ($/% Reduction)	Capital Cost Category	Lifecycle Cost Category	Implementation Considerations Category	Aesthetic Improvements	Community Benefits Total	DAC Benefits
Storage Tank Water Release between Canal/Harbor (RW)	1.7	45%	$671,170	$$	$$$	High	Partial	Limited	No
Open Passive Edison Canal Connection to Ocean (RW)	2.0	73%	$2,571,000	$$$$	$$$$	High	Yes	Good	Partial
Edison Canal Pump Resumption- 67 MGD (RW)	2.4	46%	$2,328,924	$$$$	$$$$	High	Partial	Limited	No
Passive Circulation Enhancements (RW)	2.8	45%	$1,127,925	$$$	$$$$	High	Partial	Good	No
Decommission Canal/Convert to Engineered Wetlands & Potential Water Storage (RW)	5.5	40%	$8,209,095	$$$$	$$$$	High	Partial	Good	Partial
Edison Canal Pump Resumption- 4.3 MGD (RW)	5.9	14%	$6,278,393	$$$$	$$$$	High	No	Limited	No
Decommission Canal/Storage Tank (RW)	6.5	39%	$9,164,061	$$$$	$$$$	High	No	Best	Partial

Receiving Water Mitigation Strategies:

- Can improve water circulation;
- Require extensive planning design efforts;
- Potentially challenging permitting framework;
- Potential for substantial capital and O&M costs.

Refer to ***Appendix E – Project Scoring Matrix Guide*** for detailed descriptions of all metrics and attributes considered in the evaluation process.

Presented here are ranked Receiving Water mitigation strategies. For the complete catalogue of potential mitigation strategies, refer to ***Appendix F – Project Scoring Matrix.***

TOP RECEIVING WATER CONSIDERATION

Open Passive Edison Canal Connection to Ocean

PROJECT DESCRIPTION

Construction of a second, potentially navigable Harbor entrance could serve to enhance natural tidal circulation of water in and around the Harbor. The location of this second canal connection would likely be at the power plant/pump station and would be beneficial for improving water quality through enhanced circulation and reduced stagnation/residence times. The passive nature of this strategy provides benefits in the form of long-term energy conservation, with the bulk of infrastructural/technological investment being limited to the initial implementation of the project itself and the water flow being primarily managed by natural processes. Key components include jettied or rip rap side banks to stabilize the inlet opening. Enhanced strategies focus on planning and design of the passive canal connection in addition to improved engineering design of the canal's structural components.

MODELED BENEFITS

Harbor Resistance Time (RT) Results (Days):
Max: **15.15**
Average: **5.91**

TIMELINE

Long-term design/construction. Permitting 3-10 years; Construction 2-5 years.

Project Cost Estimate	
Capital Cost ($)	$82,030,000
Annual O&M Costs ($)	$789,514

KEY CONSIDERATIONS

- High permitting effort - grading, land-use, coastal development, and NPDES CG permits required.
- Private land requires cross-jurisdictional coordination.
- New jetty structures may require detailed planning and permitting studies.
- O&M considers estimated mitigation and monitoring

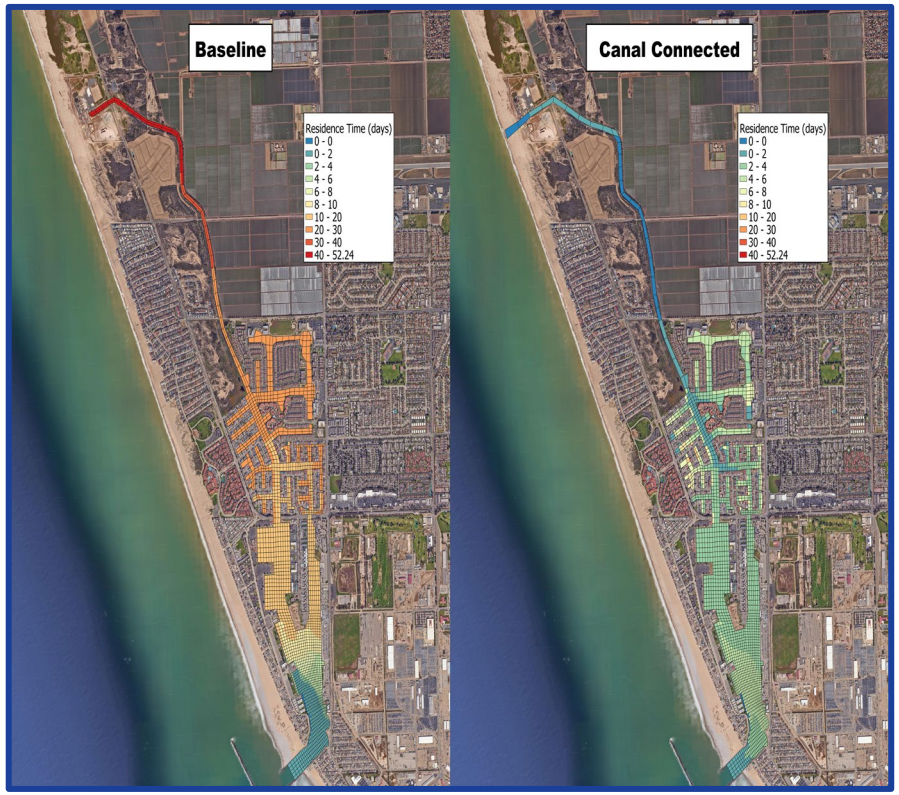


Figure 24: Modeled residence time improvements from Passive Edison Canal Connection strategy

TOP RECEIVING WATER CONSIDERATION

Edison Canal Pump Resumption (4.3 MGD)

PROJECT DESCRIPTION

Project to rehabilitate and resume pumping at the northern end of the Edison Canal. The existing pump house infrastructure would have to be refurbished, and the pumps would be replaced. Water would be extracted from the canal adjacent to the pump house and discharged to the ocean side in a similar fashion to what had occurred while the power station was operational. The activation of the pumps serves to draw fresher harbor water further up the canal potentially providing better water quality to the northern reaches of the system.

Project Cost Estimate[1]	
Capital Cost ($)	$29,520,000
Annual O&M Costs ($)	$915,253

[1]Cost estimates for the 4.3 MGD Pump Resumption strategy are discounted from the 67 MGD Pump Resumption strategy cost estimates based on anticipated operational cost savings.

MODELED BENEFITS

Harbor Resistance Time (RT) Results (Days):
Max: **42.93**
Average: **18.87**

TIMELINE

Long-term design/construction. Permitting 3-10 years; Construction 2-5 years.

KEY CONSIDERATIONS

- Medium permitting effort – Coordination with County departments/agencies recommended; potential need for encroachment permit.
- Likely need for fish entrainment mitigation.
- Potential need for detailed/long-term special studies to support permitting efforts.

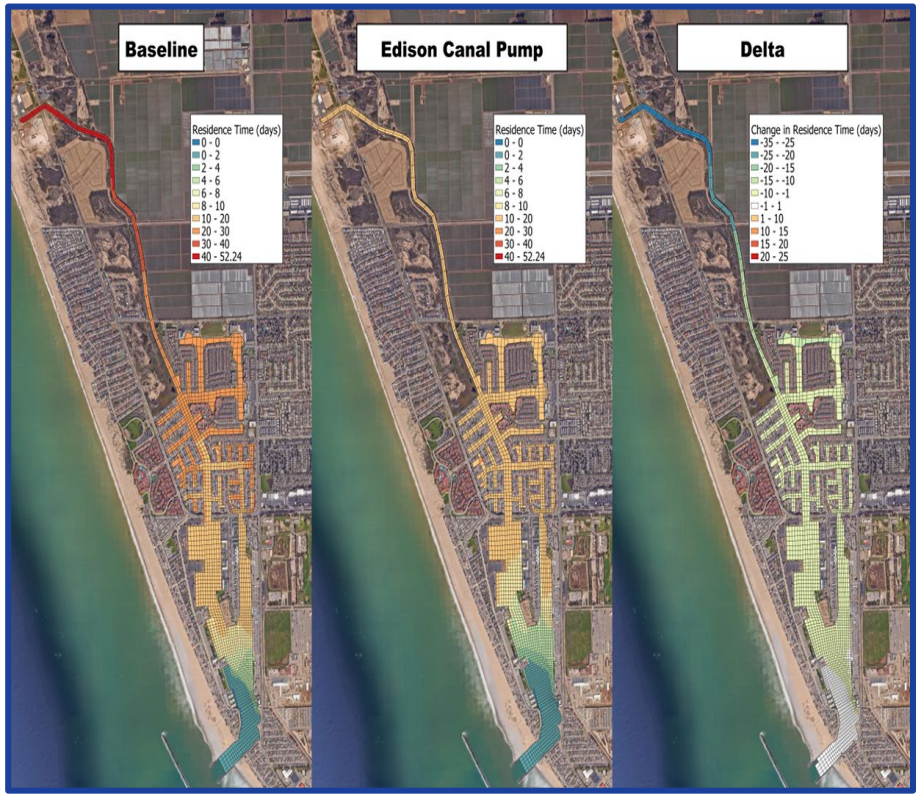


Figure 25: Modeled residence time improvements from Edison Canal Pump Resumption strategy

NEXT STEPS

This section describes his section describes next steps including development of a phased implementation plan, monitoring program, and adaptive management process.

PHASED IMPLEMENTATION PLAN

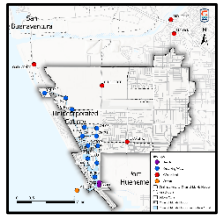
An implementation plan provides a structured, phased approach to advance Watershed Nonstructural/Structural strategies and Receiving Water strategies from concept to completion. An implementation plan can emphasize early engagement with interested parties, data-driven planning, and adaptive management to ensure that resources are invested effectively, and outcomes are measurable. Progression through defined phases utilizing adaptive management supports informed decision-making, maximizes pollutant load reduction benefits, and ensures long-term operational sustainability.

Develop mitigation strategies with scoring and ranking

Establish phased implementation approach with adaptive management-based and effectiveness monitoring components

Initiate Phase 1 Projects
- Initial projects leverage ongoing municipal operations and/or require limited additional funding
- Initiate planning for appropriate structural projects
- Initiate planning and consultation for receiving water circulation improvements

Initiate effective monitoring

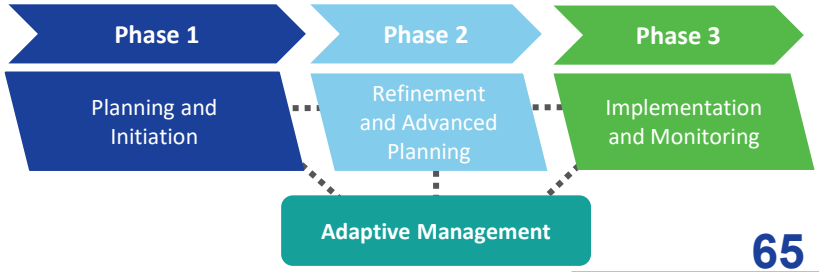


Utilize adaptive management to coordinate advance planning and agency consultations

Phase 1: Establishes implementation of appropriate coordination protocols, data collection, and planning. Initial mitigation strategies include interested party engagement, hotspot assessment, and operations enhancement pilot projects including street sweeping and encampment abatement. Enhanced evaluation and planning for priority potential Watershed Structural projects and funding exploration also performed. Feasibility assessment and regulatory agency consultation initiated for Receiving Water strategies. Initiate monitoring and adaptive management.

Phase 2: Refine, advance, and fund strategies for implementation. Leverage pilot and monitoring information to optimize operations, planning and implementation. Anticipate Watershed Structural strategies move into preliminary design with studies, reviews, and funding pursuits. Refinement of Receiving Water strategies with potential for design, permitting, and funding development.

Phase 3: Leverage adaptive management of Phases 1 and 2 outcomes. Implement remaining priority projects.



ADAPTIVE MANAGEMENT

The adaptive management strategy focuses on monitoring and management and implementation refinement for the phased, data-driven program of Watershed and Receiving Water mitigation strategies. It is designed to ensure measurable progress toward reducing key pollutant loads and improving water circulation in the Harbor while maintaining flexibility in response to changing conditions. The strategy integrates project implementation with a concurrent water quality and mitigation strategy effectiveness monitoring programs, allowing for data-driven adjustments that optimize both environmental outcomes and cost-effectiveness. Data and outcomes from the post-implementation monitoring program will be leveraged to inform ongoing adaptive management processes.

The adaptive management strategy emphasizes flexibility and responsiveness by aligning funding, regulatory processes, and interested party collaboration. It leverages federal, state, and local funding as opportunities arise, maximizing opportunity to maintain a pipeline of projects to adapt to condition changes and grant cycles. Proactive coordination with permitting and funding agencies ensures projects align with regulatory requirements and funding trends. Engagement with municipalities, regulatory agencies, community groups, and Harbor interested parties is part of the adaptive management process and aligns priorities, supports program development, and enables adaptive adjustments to maximizing project benefits.

By combining adaptive implementation with ongoing effectiveness monitoring, the overall adaptive management strategy creates a dynamic framework that can integrate real-world performance, funding opportunities, and regulatory standards. This ensures future project investments achieve pollutant reductions, protect water quality in the Harbor, and do so in a cost-effective and collaborative manner.

KEY ADAPTIVE MANAGEMENT ELEMENTS

Monitoring and Feedback	Phased Implementation	Targeted Strategy Enhancement
Coordinated effectiveness monitoring to evaluate water quality conditions and performance of individual and combined strategies. Data used to adjust operational strategies, prioritize locations and verity progress of targets.	Phased implementation of cost-effective programs to reduce pollutant sources with concurrent planning, design, and funding development for structural and circulation improvement mitigation strategies.	Leverage a process to implement programs and assesses outcomes. Enhance effective strategies and inform development of additional and/or innovative additional strategies to meet improvement goals.

PHASE 1 OF IMPLEMENTATION PLAN

This section describes potential Phase 1 implementation activities. The final deliverable for this Study is a detailed implementation plan. Additional City, agency, and interested party discussions are anticipated to assist in shaping the final Phase 1 activities.

initial activities are anticipated to include optimized street sweeping in targeted corridors, coordinated cleanups around homeless encampments, and outreach campaigns tailored to the agricultural community. Planning for high-priority Watershed Structural project(s) with high pollutant reduction potential and public visibility is also anticipated to initiate. Effort to support Receiving Water strategies is anticipated to include preliminary concept design development in order to inform and support early regulatory agency consultation. May include detailed feasibility assessment, cost estimate refinement, potential funding source evaluation, and environmental permitting requirement delineation.

	Potential Phase 1 Activities	
WATERSHED NONSTRUCTURAL	• Engage interested parties (municipal, regulatory, community, AG) to gather baseline data on pollutant sources and hotspots. • Pilot targeted measures like optimized street sweeping, encampment coordination, and AG-focused outreach. • Begin cost estimation and pursue initial funding opportunities.	Project[1]: Target Nutrient/Pesticide Source Control- Outreach and Training • Low effort permitting and near-term design timeline. • Capital Cost: $30,000
WATERSHED STRUCTURAL	• Identify and scope a high-priority, high-load reduction site with public visibility. • Conduct site screening, baseline data collection, and early conceptual planning. • Develop preliminary cost estimates and pursue funding while coordinating with agencies and property owners.	Project: Campus Park Filtration BMP • Low implementation, partial aesthetic contribution, and notable community benefits. • Capital Cost: $22,790,000
RECEIVING WATER	• Coordinate with planners and interested parties to assess mobility needs and constraints. • Collect baseline data on circulation, water quality, and environmental factors. • Develop conceptual alternatives, initial cost estimates, and identify funding and permitting pathways. • Coordinate with regulatory agencies.	Project: Open Passive Canal Connection to Ocean • High pollutant load reduction, improved overall circulation and aesthetics, notable community benefits, DAC benefits, contributes to both Rec-1 and Rec-2 standards. • Capital Cost: $82,030,000

[1]See ***Appendix D – Project Fact Sheets*** for more details on all Projects.

PHASES 2 & 3 OF IMPLEMENTATION PLAN

Future phases will build on Phase 1 monitoring and adaptive management outcomes to guide strategies. Anticipated efforts include scaling pilot projects to program-level implementation, improving coordination to enhance efficiency and compliance, and integrating standardized performance-tracking systems. Future phases are also expected to streamline review and approval processes to move designs efficiently from concept to preliminary and final stages.

Phase 2 will focus on refining and expanding efforts. Watershed Nonstructural strategies will shift from pilot-scale to optimized, data-driven operations, including adjustments to sweeping routes, improved encampment coordination, updated outreach, and standardized protocols supported by performance tracking. Watershed Structural strategies will move from conceptual to preliminary design through feasibility studies, environmental reviews, cost estimates, and funding pursuit, while exploring additional sites. Receiving Water strategies will similarly advance to refined preliminary design with layouts, drainage considerations, permitting, cost estimating, and stakeholder input.

Phase 3 will finalize design, permitting, and funding, then construct, operate, and monitor Watershed Nonstructural, Watershed Structural, and Receiving Water projects if applicable depending on the outcomes of previous stages.

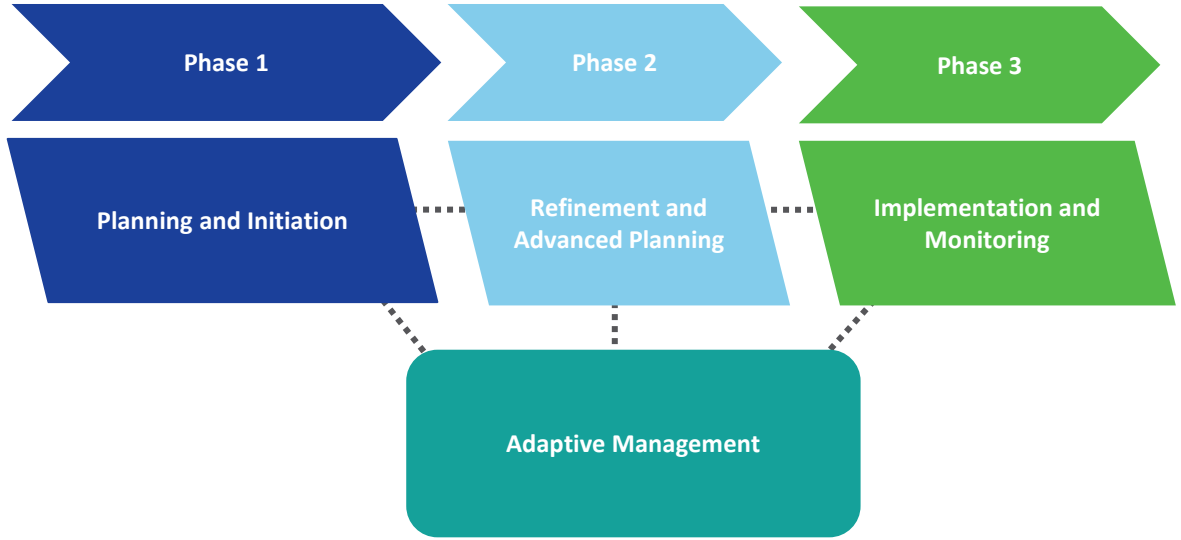
	Phase 2		Phase 3	
	Refinement	Advanced Planning	Implementation	Monitoring
WATERSHED NONSTRUCTURAL	• Use adaptive management to evaluate Phase 1 results and refine sweeping, encampment coordination, and outreach strategies. • Standardize operational protocols and expand performance tracking systems. • Identify funding and resources to support scaled implementation.		• Deploy optimized programs at full scale with established O&M schedules. • Train staff and conduct ongoing performance monitoring. • Use results to guide future adaptive improvements.	
WATERSHED STRUCTURAL	• Advance selected strategies to preliminary design, incorporating feasibility studies and pollutant reduction modeling. • Refine cost estimates and pursue funding commitments for design and construction. • Initiate planning for additional sites identified during Phase 1 if viable.		• Complete final design, permitting, and construction if feasible. • Incorporate educational signage and public-facing elements. • Implement post-construction monitoring to assess effectiveness.	
RECEIVING WATER	• Refine design concepts based on interested party input and feasibility constraints. • Begin environmental documentation, permitting steps, and detailed cost estimates. • Pursue targeted funding to position the project for construction readiness.		• Finalize design, secure permits, and construct if supported. • Monitor performance post-construction. • Integrate lessons learned into future planning efforts.	

IMPLEMENTATION APPROACH

Mitigation strategy evaluation results will be used to the development of an integrated strategy approach where selected complementary mitigation strategies that can be implemented in combination with one another in pursuit of specific priorities or funding sources. For example, one integrated suite may include a selection of strategies that provide the highest anticipated effectiveness specific to improving water quality in the Harbor and Canal. Depending on multi-variate parameters, this approach could rely on watershed pollutant load reduction or in-Harbor circulation improvements. Strategy integration shall be developed in pursuit of the following priorities:

- Municipal implementation and logistical feasibility
- Overall pollutant load reductions
- Circulation improvements aimed to achieve REC-1 and/or REC-2 beneficial use standards

Using this plan with included key resources as the base of choosing a strategy or strategies to implement through a phased approach and adaptive management elements is anticipated to support cost-effective long-term implementation and management.



Key Resources:

- Past and current monitoring data evaluations, ***Appendix A – Goals and Objectives Memorandum***
- ***Appendix D – Project Fact Sheets***
- ***Appendix F – Project Scoring Matrix***
- Interested Parties input through meetings and outreach opportunities
- Coordination with Community Organization for optimal engagement and goal prioritization

POST-IMPLEMENTATION MONITORING

A comprehensive water quality and programmatic monitoring program can be established to evaluate the effectiveness of proposed mitigation strategies. Carefully designed monitoring can provide consistent, scientifically-defensible data that can be used to:

(1) track long-term trends in harbor conditions and changes directly attributable to implemented projects;

(2) assess characteristics of discharges to Channel Islands Harbor; and

(3) guide adaptive management strategies for future investments.

Track Long-Term Trends

Assess Discharge Characteristics

Guide Adaptive Management

Objectives of the monitoring program include the following:

- Enable trend analysis of water quality conditions within the watershed and Harbor for various parameters (i.e. DO, temperature, salinity, pollutant concentrations, etc.);
- Evaluate mitigation strategy effectiveness in reducing pollutant loads and improving water circulation;
- Demonstrate compliance with relevant WQOs and other regulatory considerations, especially in the context of preserving relevant beneficial uses (e.g. REC-1, REC-2);
- Document additional co-benefits attributable to both the surrounding community and environment.

Development of the water quality portion of the monitoring program initiated with review of the network of previously monitored sites and stations distributed throughout the Harbor and beach areas, Edison Canal, and their surrounding drainage areas (**Figure 12**). Sites, monitored constituents, and sample frequency were evaluated for both pre- and post-2018 periods. Sample locations with greater than ~20 total sample events were considered as potential long-term water quality monitoring program candidates.

Prior to pump decommissioning, relatively few monitoring locations were frequently sampled (**Figure 26**). Watershed (discharge) sites include sample collection conducted by Ventura Countywide Stormwater Quality Management Program (VCSQMP) and Ventura County Agricultural Irrigated Lands Group (VCAILG). Following 2018, repeated monitoring was conducted at sites in the Harbor, Edison Canal, and beach sites at select locations for which pre-shutdown monitoring was conducted. In-Harbor and Canal monitoring includes data collected for a wide variety of constituents and compiled in datasets sourced from the California Environmental Data Exchange Network (CEDEN), the City of Oxnard (City), the County, and the MAC, as well as additional data from independent laboratory analyses and compiled through development of the Ventura Countywide Watershed Management Program. This data ranges from 2018 up through 2024. Consistent with pre-shutdown monitoring efforts, post-shutdown beach site monitoring is limited to fecal indicator bacteria data collected by the County of Ventura and ranges from 2018 – 2022. Post-shutdown monitoring site locations are depicted in **Figure 27**.

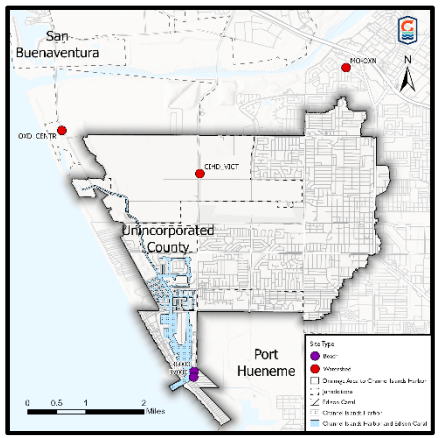


Figure 26: Pre-2018 monitoring site locations with > 20 samples

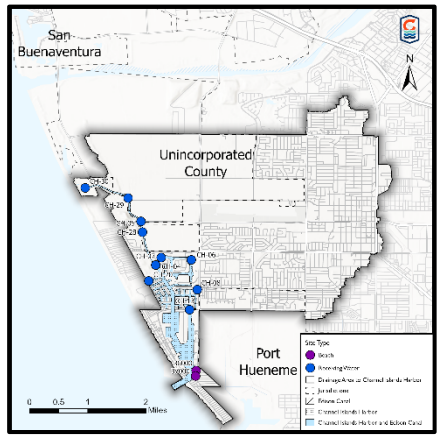


Figure 27: Post-2018 monitoring site locations with > 20 samples

POST-IMPLEMENTATION MONITORING

At a high level, our recommended framework includes quarterly water quality sampling across all selected Harbor and Canal monitoring sites. While sampling at a monthly frequency would be the optimal, more robust approach, quarterly sampling is being recommended as a baseline in accordance with cost-effectiveness preferences. Should sufficient funding be available, monthly sampling may be commenced as part of the adaptive management process. For certain mitigation strategies, additional special studies or monitoring locations may also be integrated. These sampling efforts will be supplemented by the compilation and continued integration of data collected at beach, discharge, and ocean sites by the VCSQMP, VCAILG, and MAC, as well as the City and County.

For any structural Watershed mitigation strategies, site-specific monitoring plans may be developed to assess the effectiveness of pollutant load reductions and inform decision-making related to the need for Watershed Structural strategy maintenance/improvements and/or the implementation of additional Watershed Structural strategies.

For any Watershed Nonstructural mitigation strategies, we recommend an integrated effectiveness monitoring program be developed to estimate pollutant load reductions of nonstructural programs. Reduction estimates will be based on various qualitative and quantitative parameters such as visual trash/debris removal, education and outreach impressions, miles of streets swept, and/or other measures of potential pollutant load reductions from Watershed Nonstructural strategy implementation. These parameters will be assessed through methods such as survey conduction and hotspot sampling in addition to water quality sampling.

Programmatic monitoring of the cost-effectiveness of implemented Watershed Nonstructural strategies will also be conducted in addition to estimations of pollutant load reductions. Measures of direct efforts (i.e. Staff hours, miles swept, assets cleaned) will be combined with costs of labor, equipment, disposals, outreach efforts, etc., yielding key cost-effectiveness ratios such as cost per curb-mile swept, cost per kg solids removed, and cost per participant impression.

Both pollutant load reduction and cost-effectiveness estimates will be used to adaptively manage Watershed Nonstructural strategies. Should key pollutant thresholds fail to be met within specified timelines, strategies can be adapted to increase effectiveness/efficiency. Should cost-effectiveness preferences be left unsatisfied, adaptive management may include adapting strategies to increase cost-effectiveness or shifting resources to other, more cost-effective mitigation strategies.

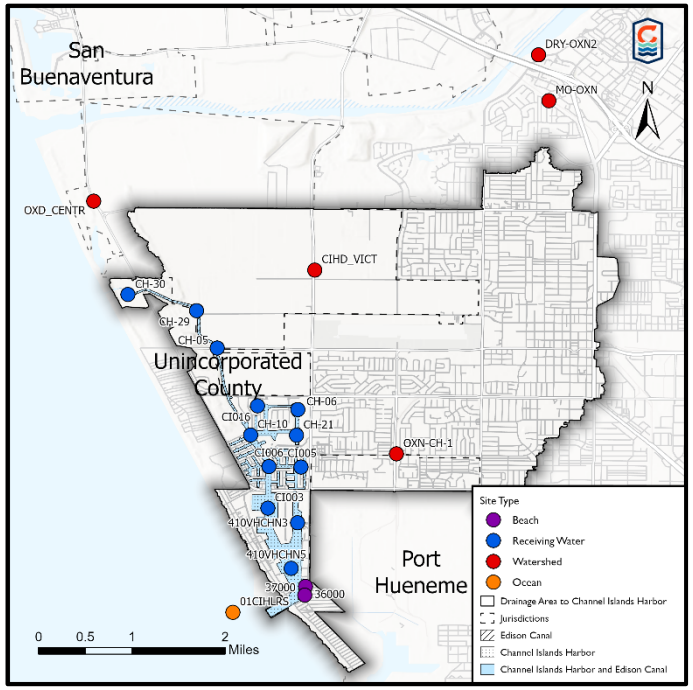


Figure 28: Monitoring site locations recommended for inclusion in the post-implementation monitoring program

Continued sampling at specified monitoring locations will be used to evaluate the effectiveness of adaptive management processes in achieving monitoring program objectives. Monitoring site locations recommended for inclusion in the post-implementation monitoring program include three distinct locations in the Canal as well as nine in the Harbor, with in-Harbor sites being comprised of one discrete location from each of the nine Harbor zones. These sites are depicted in **Figure 28**. Recommended monitoring site locations may be subject to change as the Implementation Plan is finalized.

POST-IMPLEMENTATION MONITORING

Sampled parameters at monitoring site locations will include basic field measurements including temperature, salinity, turbidity, and dissolved oxygen, as well as laboratory analyses of select contaminants of concern **(Table 9).** Sampled parameters may be subject to change as the Implementation Plan is finalized. These observations will be synthesized with historical data to establish baseline reference conditions.

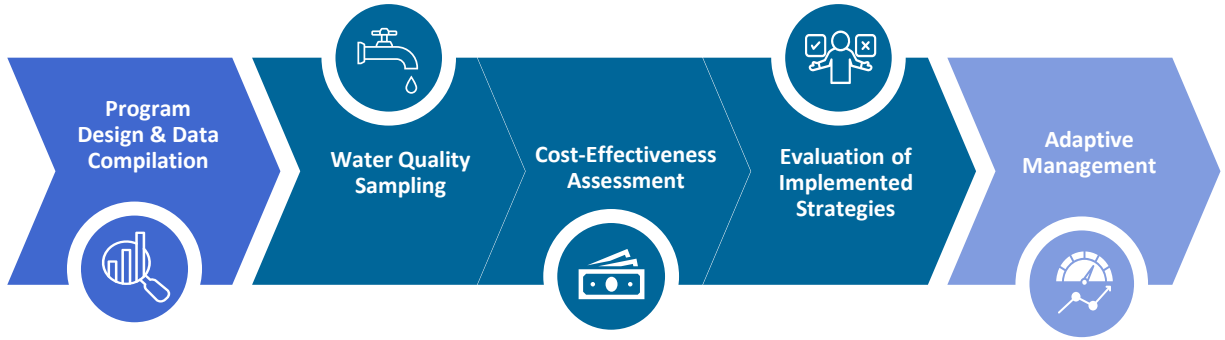
Table 9: Constituents to be included within monitoring program sampling

Analyte	Category	WQO	Units
Enterococcus	Bacteria	110	CFU/100 mL
Dissolved Oxygen	Eutrophic Conditions	5	mg/L
Copper	Metals	230	ug/L
Nitrogen	Nutrients	10	mg/L
Phosphorus	Nutrients	1	mg/L
Bifenthrin	Pesticides	0.00397	ug/L
Permethrin	Pesticides	0.001	ug/L

Sampling will be conducted on a monthly to quarterly basis for dry weather. Wet weather sampling will target the first storm plus an additional 2-3 storm events in a wet season. This approach is intended to capture both seasonal variability and event-based changes, such as those occurring after major storm events. Collected data will be compiled into a centralized database and evaluated using a combination of statistical trend analyses, spatial comparisons, and project-specific performance metrics. Results will be summarized in annual data summaries and mitigation strategy effectiveness reports that highlight key findings, track progress toward regulatory objectives, and identify areas requiring additional management intervention, thus facilitating coordination with relevant interested parties to ensure effective communication and account for shifting priorities. Where appropriate, data will be made publicly accessible to ensure transparency and foster community engagement in harbor stewardship.

Ultimately, the monitoring program is not only intended to document water quality conditions, but also to serve as a feedback mechanism for the broader Harbor water quality improvement efforts. Findings from the monitoring program will be used to inform ongoing adaptive management of implemented projects as well as the potential need for the implementation of additional mitigation strategies.

Adaptive management decision-making processes will be centered on implemented mitigation strategies' effectiveness in reducing pollutant loads as well as their evaluated cost-effectiveness. By measuring the characteristics and outcomes of implemented projects, managers and interested parties will be able to determine which strategies are most effective, adaptively manage resources, and continue to improve the ecological health and resilience of the Harbor. Post-implementation monitoring will be further detailed in the future Implementation Plan and is dependent on the availability of sufficient dedicated funding.



CONCLUSION

The Mitigation Strategies Analysis Report is intended to present the framework of the Channel Islands Harbor Water Quality Feasibility Study. Detailed analyses performed to this point provides a pathway for implementation for an inventory of potential appropriate mitigation strategies based on current conditions, data assessment, and interested party coordination efforts. An iterative, phased collaborative implementation approach will be key in developing appropriate, cost-effective solutions to ensure strategic process towards Harbor water quality and circulation improvements.

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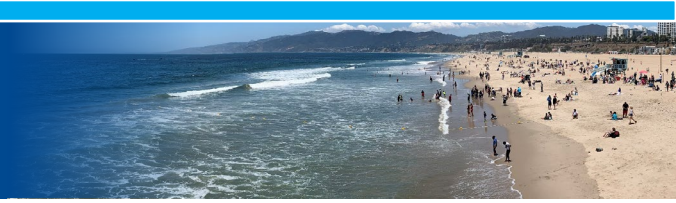

CITY OF OXNARD CALIFORNIA

MEMO

TO: Anthony Miller, City of Oxnard

FROM: Craftwater

SUBJECT: Goals & Objectives Memorandum

Channel Island Harbor Water Quality Feasibility Study & Implementation Plan

Channel Islands Harbor (Harbor) is a constructed harbor area located in western Ventura County and in the City of Oxnard (City). The Harbor serves as the port for over 4,000 recreational, commercial, and industrial vessels and the adjacent area includes residential, commercial, and industrial land uses. For over 60 years, the Mandalay Generating Station (MGS) used a Once-Through Cooling (OTC) pump system to cool power generation equipment. In 2018, the OTC pumps were decommissioned, resulting in a decrease in water circulation with subsequent observations by interested parties that indicate degradation of water quality. The Channel Islands Harbor Water Quality Feasibility Study (Study, CIHWQFS) and Implementation Plan effort will identify, evaluate feasibility, and document the potential costs and benefits of proposed mitigation strategies to address Harbor water quality-related challenges.

The ultimate goals of the Study are to develop a suite of mitigation strategies that will provide solutions to the water quality challenges facing the Harbor, and to outline a plan to implement those strategies. The strategies will span a range of options from pollutant source control and treatment options for the watershed areas draining into the Harbor to methods of enhancing water circulation and oxygenation within the Harbor. These strategies will aim to meet the goals in a phased approach, where the implementation plan will outline how solutions can be realistically applied in the near-, medium-, and long-term. This plan will be essential to provide a clear pathway forward and communicate the vision, strategies, and the cost-benefit analysis of these solutions to a wide array of stakeholders, ensuring that the project is transparent and accessible to all interested parties.

At this stage of the Study there is a need to establish a framework that will allow for the evaluation of various mitigation strategies in the context of the project's overall goals. This memo aims to support a collaborative process where project stakeholders can review and help refine the metrics for evaluating mitigation strategies.

Presented herein is the process and information used to establish the Study goals and objectives, as well as the summary of evaluation metrics to be used for assessing proposed mitigation strategies to meet those goals and objectives (which will be detailed in a future report).

1.0 PROCESS TO ESTABLISH GOALS & OBJECTIVES

This section discusses the methods and processes used to establish the overall goals and objectives of the Study. Methods and processes include background research, data analysis, and coordination with interested parties. In order to provide context to the water quality challenges facing the Harbor and its contributing watershed, a literature review was conducted focusing on professional reports and scholarly articles, a field visit to the Harbor and surrounding area was performed, and data from various sources including the Channel Islands Harbor Water Quality Program, Ocean Monitoring Program, Ventura County Stormwater Quality Monitoring Program, and Ventura County Agricultural Irrigated Lands Group Monitoring Program were reviewed and analyzed.

1.1 Literature Review

The literature review generally focused on watershed pollutant loading inputs and processes within harbors, bays, and/or estuaries that can potentially lead to water quality conditions like hypoxia, eutrophication, pesticide/bacterial impairment, and circulation issues in coastal environments. Compiled reports and articles were reviewed for key information relevant to the water quality and circulation concerns facing the Harbor. Insights from the literature review are summarized below in Section 2.1**.** The complete literature review with full references cited is included with this memo as ***Appendix A – CIHWQFS Literature Review.***

1.2 Field Visit

A field visit was conducted with City and consultant representatives on July 8, 2024. The team discussed conditions in the four main harbor communities: Seabridge, Westport, Mandalay Bay, and Harbor Island. This included 11 locations within and around the Harbor, where water quality and stakeholder concerns facing the Harbor and its contributing watershed area were discussed. Photographs and details from the field visit are included in the field notes that were previously distributed among the team and is included with this memo as ***Appendix B – Field Visit Notes***.

1.3 Data Review

The data review helped to identify areas within Channel Islands Harbor, Edison Canal, and Discharges from the municipal separate storm sewer system (MS4) system and agricultural lands that have had notably impaired water quality. Existing data was analyzed to narrow in on constituents of concern that have not been meeting established water quality objectives (WQOs) for the Harbor and associated water bodies. Measurements of pesticides, nutrients, metals, bacteria, and other standard water quality parameters were available from the City of Oxnard, County of Ventura, Marine Advisory Committee (MAC), California Environmental Data Exchange Network (CEDEN), and previous work covering the study area from development of the Watershed Management Programs (WMP).

A master observations database used for the data analysis was constructed from nearly 250,000 observations collected between July 2003 to May 2024. The 54 monitoring locations in the database represent Kiddie and Hobie Beach (Beach), discharges from the MS4 system and agricultural lands (Discharges), Edison Canal (Edison Canal), Channel Islands Harbor (Harbor), and the Pacific Ocean (Ocean), and are pictured in ***Figure 1-1***. Data collection methods included grab samples, composite samples using autosamplers, and dissolved oxygen and chlorophyll-a measurements in the Harbor from continuously monitoring sensors. The sources of data available are summarized in ***Table 1-1***. The data were cleaned and harmonized to create a master observations database to be used in the data analysis, with findings presented in ***Section 3.0***.

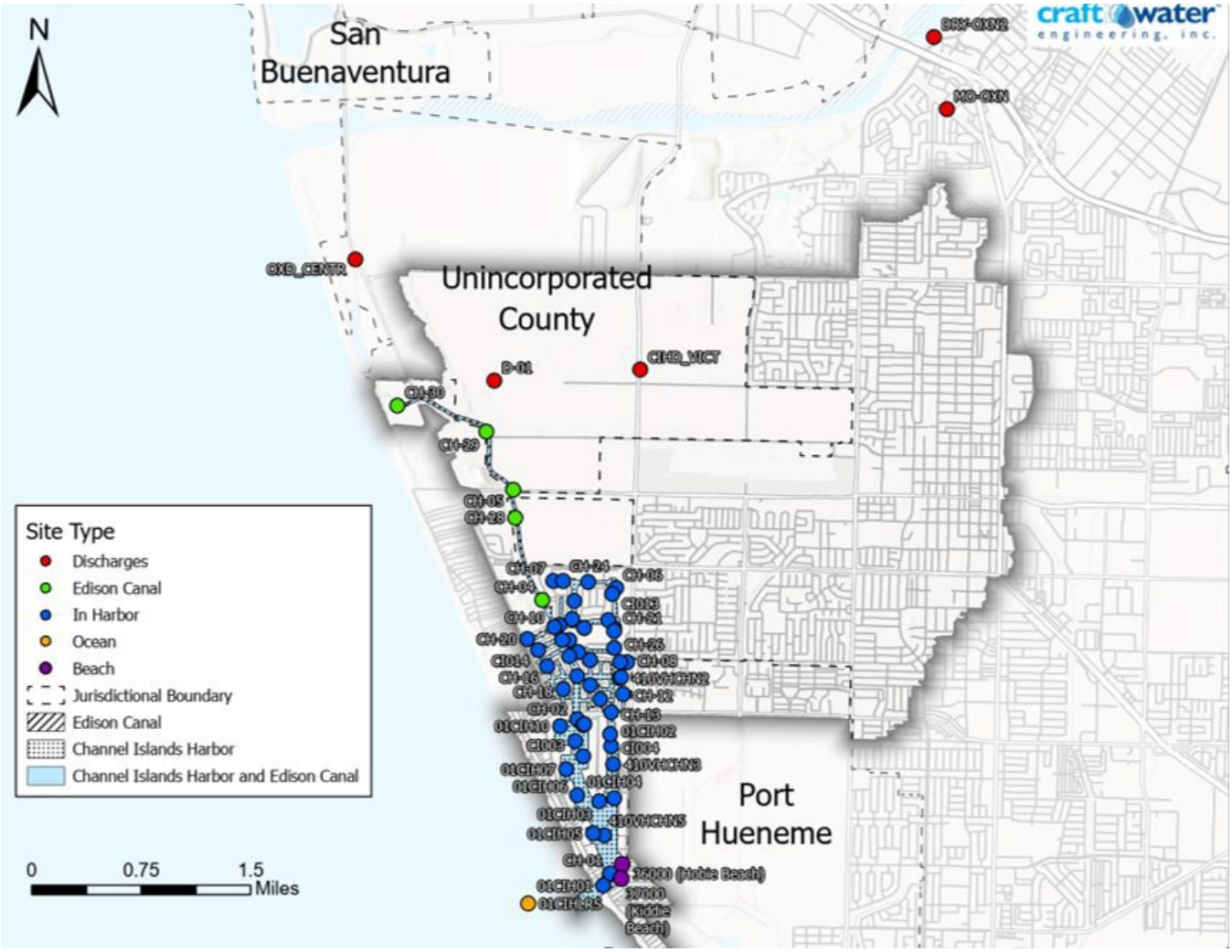

Figure 1-1. Compiled Monitoring Locations (July 2003 to May 2024; various sources).

Table 1-1. Datasets and Sources in Data Review.

Dataset	Source	Period of Data Available
Channel Islands Harbor: Nutrient Sources and Sinks Study	City of Oxnard	2018
Data for Toxicity Report for Ventura County Watershed Protection District	County of Ventura	2021-2023
MO-OXN Dataset of Chemical, Metal, and Bacteria Conditions from County of Ventura	County of Ventura	2021
Channel Islands Harbor Water Quality Data Memorandum by Anchor QEA	MAC	2018
Study 319 Report: Monitoring of Dissolved Copper in California Coastal Waterbodies	MAC	2022

Dataset	Source	Period of Data Available
Continuous Sensor Data at Seabridge and Westport	MAC	2018 - 2024
Channel Island Harbor Water Quality Program	WMP Development - City of Oxnard	2018 - 2024
Ventura County Agricultural Irrigated Lands Group (VCAILG) Monitoring Program	WMP Development - Ventura County Watershed Protection District	2011 - 2021
Ventura County Stormwater Quality Monitoring Program	WMP Development - Ventura County Watershed Protection District	2010 - 2020
Ventura County Watershed Protection District Ocean Monitoring Program	WMP Development - Ventura County Watershed Protection District	2009 - 2023
Additional Physical, Chemical, and Biological Measurements	CEDEN	2003 - 2023

The Los Angeles Region (Region 4) Basin Plan, which includes waterbodies in Ventura County, was referenced to determine the beneficial uses applicable to Channel Islands Harbor and Edison Canal. The Regional Water Board applies beneficial use designations to waterbodies to document the ecosystem services and resources that are inherent to a water body, which provide objectives for the level of water quality protective of those uses. With each of these beneficial uses comes a set of WQOs that state a limit to physical, chemical, and/or biological constituents to be protective of said beneficial use. Beneficial uses for both the Harbor and Edison Canal are as follows:

- Commercial and Sport Fishing (COMM)
- Industrial Service Supply (IND)
- Marine Habitat (MAR)
- Navigation (NAV)
- Water Contact Recreation (REC-1)*
- Non-Contact Water Recreation (REC-2)*
- Wildlife Habitat (WILD)

**Water Contact Recreation (also known as REC-1) encompasses activities "involving body contact with water, where ingestion of water is reasonably possible" such as swimming and wading (California Regional Water Quality Control Board, 2014). Non-Contact Recreation (also known as REC-2) encompasses activities that take place in water but do not necessarily involve direct contact with water. The REC-1 designation for these waterbodies in the Basin Plan are limited to small portions. Lack of public access precludes recreational activities in Edison Canal, and water contact recreational activities are limited in Channel Islands Harbor to the easements of homes in the Mandalay Bay community and the waters at Kiddie and Hobie Beaches. For the data analysis, WQOs associated with both Water Contact Recreation and Non-Contact Water Recreation were evaluated across locations.*

In addition to the Basin Plan, WQOs were sourced based on references used for 303(d) listing decisions. The Clean Water Act 303(d) list identifies impairments to water bodies, which are intended to enforce the creation of Total

Maximum Daily Loads (TMDLs) for constituents found to be negatively impacting water quality. Listing decisions for different constituents included references to the California Toxics Rule, which was established by the EPA to set numeric limits on harmful substances in waters in California to protect the health of humans and the environment, including aquatic life. In addition, certain 303(d) listing decisions for pesticides were based on objectives established in a hazard assessment by California Department of Fish and Game for synthetic pyrethroid insecticides from 2000. Constituents with WQOs in the Harbor are listed in ***Table 1-2*** along with the source of their respective WQO values.

Table 1-2. Water Quality Objectives (WQOs) for constituents of concern in Channel Islands Harbor.

Analyte	Category	WQO	Units	Source
E. Coli	Bacteria	320	CFU/100 ml	Basin Plan
Enterococcus (Discrete)	Bacteria	110	CFU/100 ml	Basin Plan
Enterococcus (Geometric Mean)	Bacteria	35	CFU/100 ml	Basin Plan
Fecal Coliform (Discrete)	Bacteria	400	CFU/100 ml	Basin Plan
Fecal Coliform (Geometric Mean)	Bacteria	2,000	CFU/100 ml	Basin Plan
Total Coliform	Bacteria	10,000	CFU/100 ml	Basin Plan
Biological Oxygen Demand (BOD)	Eutrophic Conditions	48	mg/L	Basin Plan
Chemical Oxygen Demand (COD)	Eutrophic Conditions	360	mg/L	Basin Plan
Chlorophyll-a	Eutrophic Conditions	20	ug/L	EPA Guidance and Carlson Trophic Status Index
Dissolved Oxygen	Eutrophic Conditions	5	mg/L	Basin Plan
Oxygen Saturation	Eutrophic Conditions	80	%	Basin Plan
Antimony	Metals	0.006	mg/L	Basin Plan
Arsenic	Metals	0.01	mg/L	Basin Plan
Cadmium	Metals	hardness-dependent	ug/L	California Toxics Rule
Chromium	Metals	hardness-dependent	ug/L	California Toxics Rule
Copper	Metals	hardness-dependent	ug/L	California Toxics Rule
Lead	Metals	hardness-dependent	ug/L	California Toxics Rule
Mercury	Metals	0.002	mg/L	Basin Plan
Nickel	Metals	hardness-dependent	ug/L	California Toxics Rule
Selenium	Metals	0.05	mg/L	Basin Plan
Silver	Metals	hardness-dependent	ug/L	California Toxics Rule

Analyte	Category	WQO	Units	Source
Zinc	Metals	hardness-dependent	ug/L	California Toxics Rule
Ammonia (various species)	Nutrients	pH dependent	mg/L	Basin Plan
Nitrate as N	Nutrients	10	mg/L	Basin Plan
Nitrate/Nitrite as N	Nutrients	10	mg/L	Basin Plan
Nitrite as N	Nutrients	1	mg/L	Basin Plan
Nitrogen	Nutrients	10	mg/L	Basin Plan
Phosphorus	Nutrients	1	mg/L	No applicable WQO; common practice to evaluate as 10% of TN WQO
Total Kjeldahl Nitrogen	Nutrients	10	mg/L	Basin Plan
Total Nitrogen	Nutrients	10	mg/L	Basin Plan
pH	Other	$6.5 \leq pH \leq 8.5$	pH units	Basin Plan
Aldrin	Pesticides	0.65	ug/L	California Toxics Rule
Aldrin	Pesticides	650	ng/L	California Toxics Rule
Azinphos methyl	Pesticides	0.01	ug/L	Basin Plan
(various species)	Pesticides	0.00397	ug/L	California Department of Fish and Game
Chlordane (various species)	Pesticides	0.004	ug/L	California Toxics Rule
Chlorpyrifos	Pesticides	0.009	ug/L	Basin Plan
Cypermethrin	Pesticides	0.016	ug/L	Basin Plan
DDT (various species)	Pesticides	0.001	ug/L	California Toxics Rule
Demeton (various species)	Pesticides	0.1	ug/L	Basin Plan
Diazinon	Pesticides	0.82	ug/L	Basin Plan
Dieldrin	Pesticides	0.0019	ug/L	California Toxics Rule
Endosulfan	Pesticides	0.0087	ug/L	California Toxics Rule
Endosulfan I	Pesticides	0.056	ug/L	California Toxics Rule
Endosulfan II	Pesticides	0.056	ug/L	California Toxics Rule
Endrin	Pesticides	0.0023	mg/L	Basin Plan
Endrin Aldehyde	Pesticides	0.81	mg/L	California Toxics Rule
Endrin Ketone	Pesticides	0.81	mg/L	California Toxics Rule
HCH, gamma-	Pesticides	0.08	mg/L	California Toxics Rule
Heptachlor	Pesticides	0.00001	mg/L	Basin Plan
Heptachlor epoxide	Pesticides	0.00001	mg/L	Basin Plan

Analyte	Category	WQO	Units	Source
Malathion	Pesticides	0.1	ug/L	Basin Plan
Methoxychlor	Pesticides	0.03	ug/L	Basin Plan
Mirex	Pesticides	0.001	ug/L	Basin Plan
Permethrin (various species)	Pesticides	0.001	ug/L	California Department of Fish and Game
Toxaphene	Pesticides	0.003	mg/L	Basin Plan
Benz(a)anthracene	Toxics/ Organics	0.049	ug/L	California Toxics Rule
Benzo(a)pyrene	Toxics/ Organics	0.0002	mg/L	California Toxics Rule
Chrysene	Toxics/ Organics	0.049	ug/L	California Toxics Rule
Dibenz(a,h)anthracene	Toxics/ Organics	0.049	ug/L	California Toxics Rule
Pentachlorophenol	Toxics/ Organics	7.9	ug/L	California Toxics Rule
Pyrene	Toxics/ Organics	11000	ug/L	California Toxics Rule
Total PCB Aroclor	Toxics/ Organics	0.0005	mg/L	Basin Plan
E. Coli	Bacteria	320	CFU/100 ml	Basin Plan

After the WQOs were established, observations from the master observations database were compared against the WQO values. Observations exceeding established WQOs were flagged as exceedances and the magnitude of that exceedances were calculated as the percent above the WQO. Results were summarized across different site types and by various other groupings and are presented in ***Section 3.0***.

1.4 Interested Party Coordination

During development of the Study goals and objectives and continued refinement of mitigation strategy evaluation metrics, regular coordination was held, and will continue to be held, with various interested parties including the MAC, local agricultural community representatives and the Farm Bureau, residents, City operations staff and management, adjacent landowners, regulatory agency staff, and others. Interested party coordination includes monthly update meetings, one-on-one focused discussions, and informal communications. Input from these meetings is regularly incorporated into the Study analyses and outcomes.

2.0 BACKGROUND RESEARCH

This section provides an executive summary of the background research that was conducted for the Study. Full details of both the Literature Review and the Field Visit can be found in ***Appendix A – CIHWQFS Literature Review*** and ***Appendix B – Field Visit Notes***, respectively.

2.1 Literature Review Summary

The following is a summarization of major takeaways from the literature review. The literature review, with all references used to prepare it, can be found in ***Appendix A – CIHWQFS Literature Review***.

2.1.1 Upstream Inputs

Nutrient enrichment in receiving waters, primarily from agricultural and urban runoff, is a leading cause of eutrophication, which results in harmful algal blooms and low dissolved oxygen levels. Southern California's unique bays, harbors, and estuaries are highly vulnerable to nutrient enrichment due to significant watershed modifications and geomorphological features. Seasonal shifts in nutrient sources—from riverine inputs in the wet season to bottom sediment nutrient recycling in the dry season—play a critical role in nutrient dynamics. Bottom sediments act as reservoirs of nutrients, releasing nitrogen and phosphorus during hypoxic conditions and supporting algal growth during low external loading. The combined effects of nutrient pulses after storm events, prolonged by altered hydrology, contribute to ongoing nutrient loading in these estuaries. Agricultural and urban land use areas are also capable of acting as sources of pesticides and fecal bacteria in stormwater, that can contribute to impairments and exceedances of WQOs in receiving waters.

2.1.2 Harbor Environments & Circulation

The physical dynamics of water circulation like residence time and flushing time are critical in regulating nutrient levels and oxygenation in estuaries and harbors and can play a role in dilution of other constituents. These factors are particularly important in understanding how nutrients and oxygen are distributed, and they help predict when and where hypoxia is likely to occur. In estuarine harbors with restricted tidal flow or poor circulation, nutrients and pesticides tend to accumulate, leading to harmful conditions such as hypoxia, where dissolved oxygen levels drop below critical thresholds, or toxicity to marine life. Hypoxia events are influenced by tidal, daily, lunar, and seasonal cycles. Poorly flushed areas, especially those with man-made structures restricting water flow, are highly susceptible to these events. Poor harbor circulation also contributes to exceedances of safe levels of fecal bacteria in recreational waters, as flushing out of these bacteria may be inhibited.

Physical processes like tidal range, wind, and water depth also regulate hypoxia and algal bloom dynamics. Systems with better tidal exchange can dilute nutrient concentrations more effectively, reducing the severity of eutrophication. Water bodies with long water residence times and limited flushing see more frequent and intense algal blooms, often driven by nutrient resuspension from sediments and stratification that prevents proper mixing.

2.1.3 Management Implications

Effective management of harbor water quality requires addressing bacterial, pesticide, and nutrient inputs as well as physical water circulation. Strategies like enhancing tidal flushing and monitoring parameters such as dissolved oxygen, bacteria, pesticide, and nutrient levels are critical for adaptive management, especially in water bodies with complex circulation dynamics. An array of structural and nonstructural solutions can be employed to address the variety of concerns facing Channel Islands Harbor, which will be addressed at future stages of the Study.

2.2 Field Visit Summary

The field visit to Channel Island Harbor provided valuable insights into water quality and land use across various watershed and harbor locations to support the goals of the Study. The following is a summarization of major takeaways from the field visit. Photographs and details from the field visit are included in the field notes that were previously distributed among the team and are attached to this memo as ***Appendix B – Field Visit Notes***.

Visual observations during the field visit varied across the harbor. In many areas, water appeared clear with minimal trash or suspended sediment, and there was evidence of good circulation, particularly in more open sections close to the outlet to the ocean. However, some areas exhibited signs of stagnation, cloudiness, and surface scum, especially in more isolated or confined zones. Trash accumulation was noted in certain locations, especially at the debris boom that separates Edison Canal from the Harbor. It was noted that dead marine animals have also been found at this location, and fish kills have occurred in confined areas.

Land use immediately surrounding the Harbor is diverse, ranging from recreational beaches and parks to residential neighborhoods with individual boat slips to commercial areas with large parking lots and high boat density. Inputs contributing to water quality in this zone may include pet waste, waste from wildlife such as birds and seals, and urban runoff. The areas draining to Edison Canal are predominantly agricultural lands, which showed signs of irrigation drainage contributing dry-weather flow to the canal. Water in the canal was noted to be rather stagnant and contained varied amounts of trash.

Overall, the harbor displayed a range of water quality conditions, with some areas performing well in terms of clarity and circulation, while others faced challenges related to debris, stagnation, and pollutants. Harbor maintenance responsibility is shared between the City and Ventura County, with additional coordination from the Army Corps of Engineers and the Coast Guard. The diverse land use and shared responsibility for maintenance highlight the need for coordinated efforts to address these water quality concerns.

3.0 DATA REVIEW FINDINGS

This section presents results from analyses of the data reviewed for the Study from the sources referenced in ***Table 1-1***. As discussed in ***Section 1.3***, available data from the ocean and beaches at the outlet of the Harbor, MS4 and agricultural discharges to Edison Canal and the Harbor, and Edison Canal and the Harbor themselves were analyzed against applicable WQOs protective of established beneficial uses. The frequency and magnitude of WQO exceedances is presented for all locations and further broken down by site type to investigate potential linkage between inputs to the Harbor and observed in-Harbor conditions. The analysis highlights constituents of concern based on those with the highest frequency and magnitude of exceedances, for which will be the focus of evaluating each mitigation strategy's ability to improve water quality conditions in the Harbor.

3.1 All Sites

Overall results comparing discrete observation data (other than dissolved oxygen discrete samples, which are combined with continuous observations in ***Section 3.1.1***) against their respective WQO values prior to (Before) and following (After) the MGS decommissioning in 2018 for the Beach, Discharge, Edison Canal, Harbor, and Ocean locations are presented in ***Figure 3-1***. This analysis was intended to identify any significant changes in conditions following the MGS decommissioning. However, due to limited data available at the Edison Canal, Ocean, and Harbor locations prior to the MGS decommissioning there are limited observations comparing these periods. Results are still presented in ***Figure 3-1*** for context. Across all site types and periods of data analyzed, the highest frequency of exceedances were observed at the Discharge locations, with similar exceedance frequencies before and after the MGS decommissioning. Harbor sites exceedance frequencies slightly increased following the MGS decommissioning, but as stated above, this is based on drastically different sizes of datasets available for the respective periods.

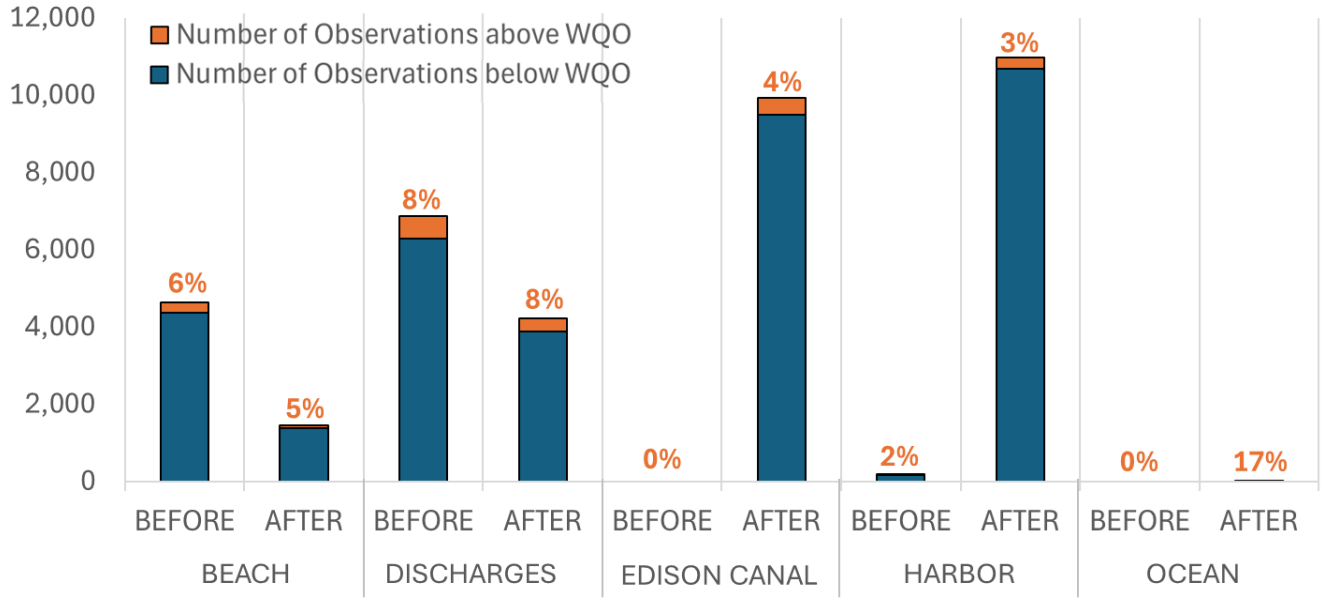

Figure 3-1: Count of Observations and Frequency of Exceedances of WQOs by Site, Before and After MGS Decommissioning in 2018.

3.1.1 Dissolved Oxygen

Measurements from grab samples, composite samples, and continuous sensors in Channel Islands Harbor were combined to perform the analysis for dissolved oxygen. Dissolved oxygen observations were available at Discharges, Edison Canal, and Harbor sites. Depression of dissolved oxygen refers to dissolved oxygen concentrations below the 5 mg/L WQO limit, which can result in anaerobic conditions impairing aquatic life. The number of observations by site type and season (Summer is defined as May-September, Winter as October-April) are presented in ***Figure 3-2.*** Seasonal differences were explored to identify if problematic conditions of depressed dissolved oxygen were more prevalent during the summer season in the Harbor.

During the summer months, depressed dissolved oxygen, or any observations below the minimum of 5 mg/L, were more frequent as compared to winter months in the Harbor. Overall, dissolved oxygen dropped below recommended levels across 10.4% of all observations in the Harbor. Low observations of dissolved oxygen in Discharges or Edison Canal were very rare, only dropping below 5 mg/L for 3.0% of all observations from Discharges and 2.8% of all observations from Edison Canal.

The overall trend of depressed dissolved oxygen in the summer can be explained, at least in part, by increased water temperatures, which reduce oxygen solubility and promote biological activity that consumes oxygen. The lack of circulation, especially in areas like the Harbor, exacerbates the problem during warmer months, which can lead to more frequent and severe depressed dissolved oxygen.

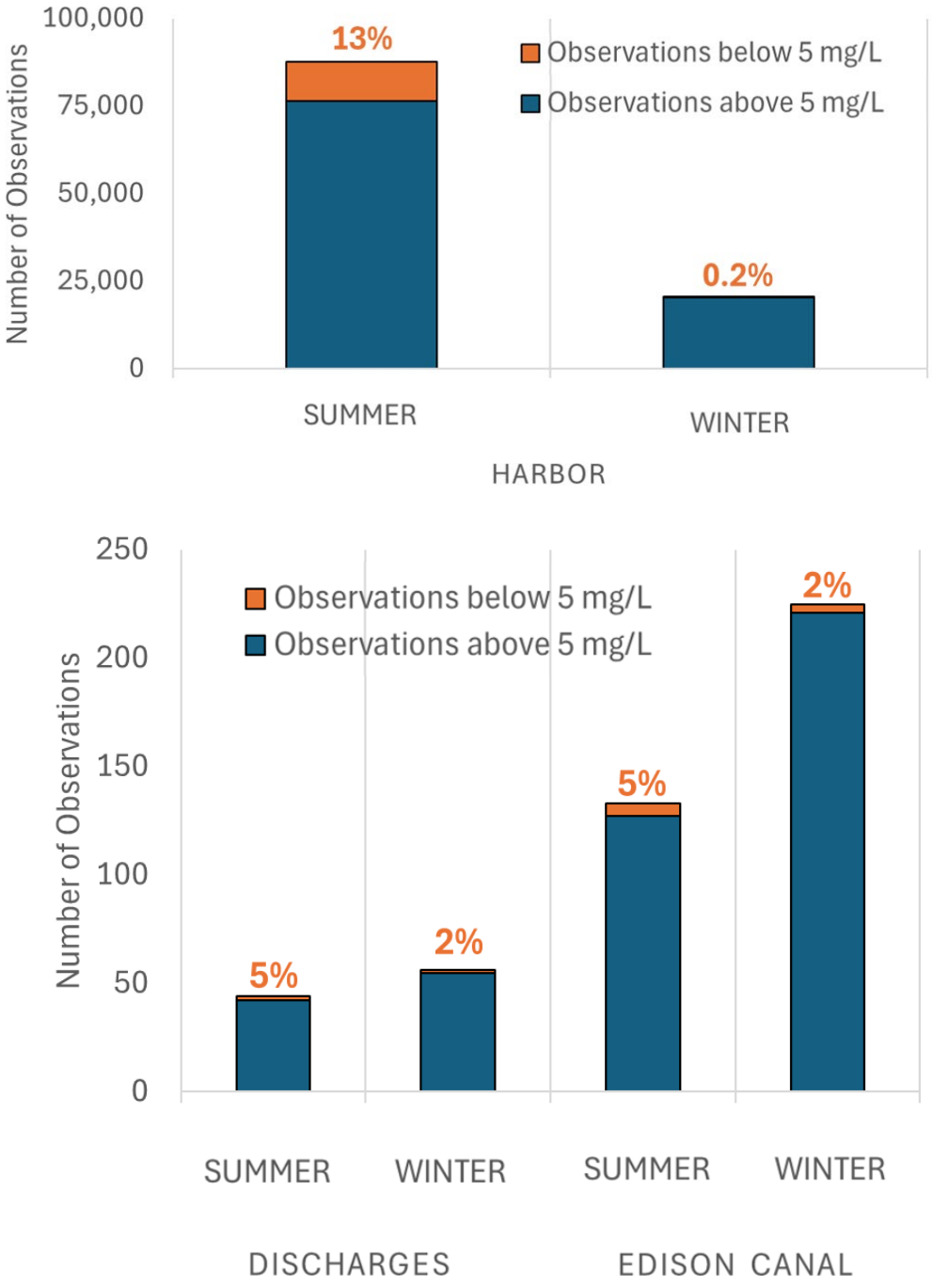

Figure 3-2. Count of Dissolved Oxygen Observations and Frequency of Depressed Values (below 5 mg/L) by Season.

3.1.2 Chlorophyll-a

Measurements from continuous monitoring sensors in Channel Islands Harbor were used to assess chlorophyll-a concentrations as part of the analysis characterizing water quality conditions. Chlorophyll-a indicates algal growth that can be potentially harmful to aquatic life. The number of observations in the Harbor and by season (Summer

is defined as May-September, winter as October-April) are presented in ***Figure 3-3***, which also shows the frequency of exceedances (when Chlorophyll-a is above 20 ug/L). Seasonal differences were explored to identify if problematic conditions of algal growth were more prevalent during the summer season in the Harbor.

In the summer, there are a total of 95,120 observations of chlorophyll-a in the Harbor, with an overall frequency of exceedances of 8.1%. In the winter, there were 21,263 observations, with a frequency of exceedances of 4.9%. In addition to the frequency, the median magnitude of chlorophyll-a exceedance in the summer is 40%, or 1.4 times the WQO, indicating that when exceedances do occur, the levels are moderately higher than the WQO. The median magnitude of exceedances in the winter was 64%, or 1.64 times the WQO, indicating that winter algae blooms may be slightly more severe or widespread than those in the summer. However, the low frequency of exceedances in both seasons suggests that while there is some evidence of periodic algae blooms, the majority of the time chlorophyll-a levels remain below the limit that would impair aquatic life.

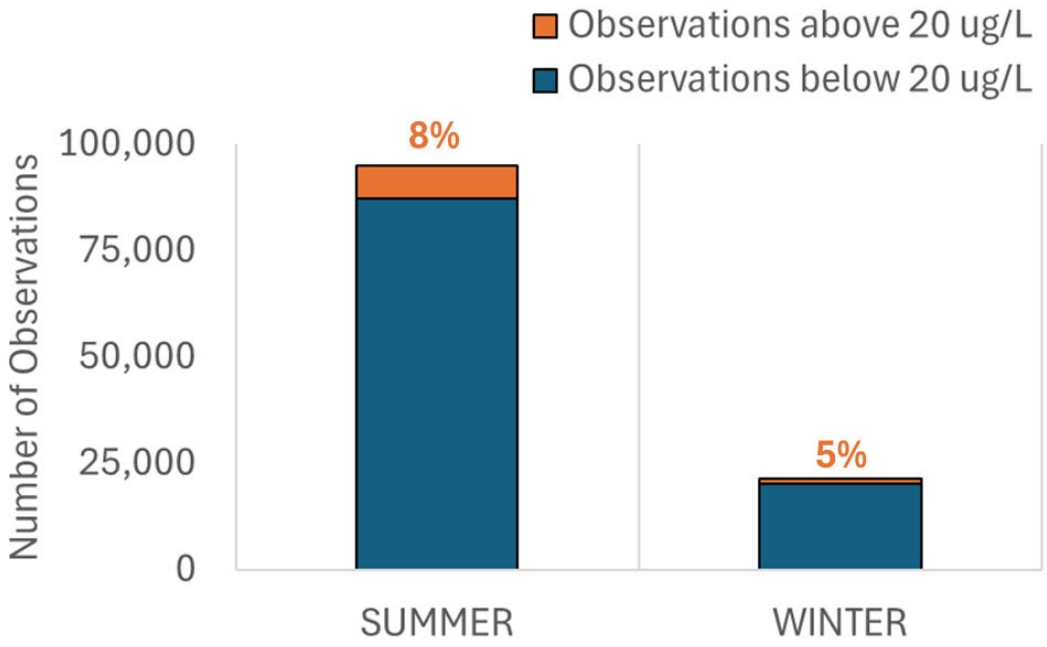

Figure 3-3: Count of Chlorophyll-a Observations and Frequency of Exceedances (above 20 ug/L) in the Harbor, by Season.

3.2 Discharges

Available data from discharges from the MS4 system and agricultural lands in the Channel Islands Harbor watershed were reviewed. Discharge data provides context for constituents entering the Harbor from the upstream watershed, either directly or indirectly via Edison Canal. Observations included measured bacteria, metals, and pesticides, and were analyzed relative to applicable WQOs as listed in ***Table 1-2***. ***Figure 3-4*** and ***Figure 3-5*** present results in terms of the median magnitude of exceedances, as the percent above their respective WQOs. ***Figure 3-6*** presents the same median magnitudes of exceedances along with the frequency of exceedances of their respective WQOs.

Observations from discharges highlight several trends, particularly for constituents such as Mirex, Permethrin (trans), and Permethrin (cis), which stand out due to higher magnitudes of exceedance. In general several pesticides measured in discharges exceeded WQOs at higher frequencies and magnitudes. Mirex exhibits a high median magnitude of exceedance at over 74,460%, or 745 times the WQO, making it a notable outlier. However, it is important to note that while the magnitude of exceedance is the highest observed across constituents at discharge sites, the frequency of exceedance for Mirex is at 9%. Permethrin (trans) and Permethrin (cis) show the next highest magnitudes of exceedance at 14,800% (149 times the WQO) and 10,110% (102 times the WQO), respectively, and a frequency of 11%. The next highest magnitude of exceedances were for Chlordane and Methoxychlor, with median exceedances at 9,900% (100 times the WQO) and 3,780% (39 times the WQO), respectively.

The top five constituents with the highest magnitude of exceedances at Discharge sites were **Mirex, Permethrin, Chlordane, Methoxychlor,** and ***Enterococcus***. The top five constituents with the highest frequency of exceedances at Discharge sites were **Chlordane, Dibenz(a,h)anthracene, DDT, *Enterococcus*** (excluding Total Coliform and Fecal Coliform as secondary fecal indicator bacteria objectives), and **Bifenthrin**.

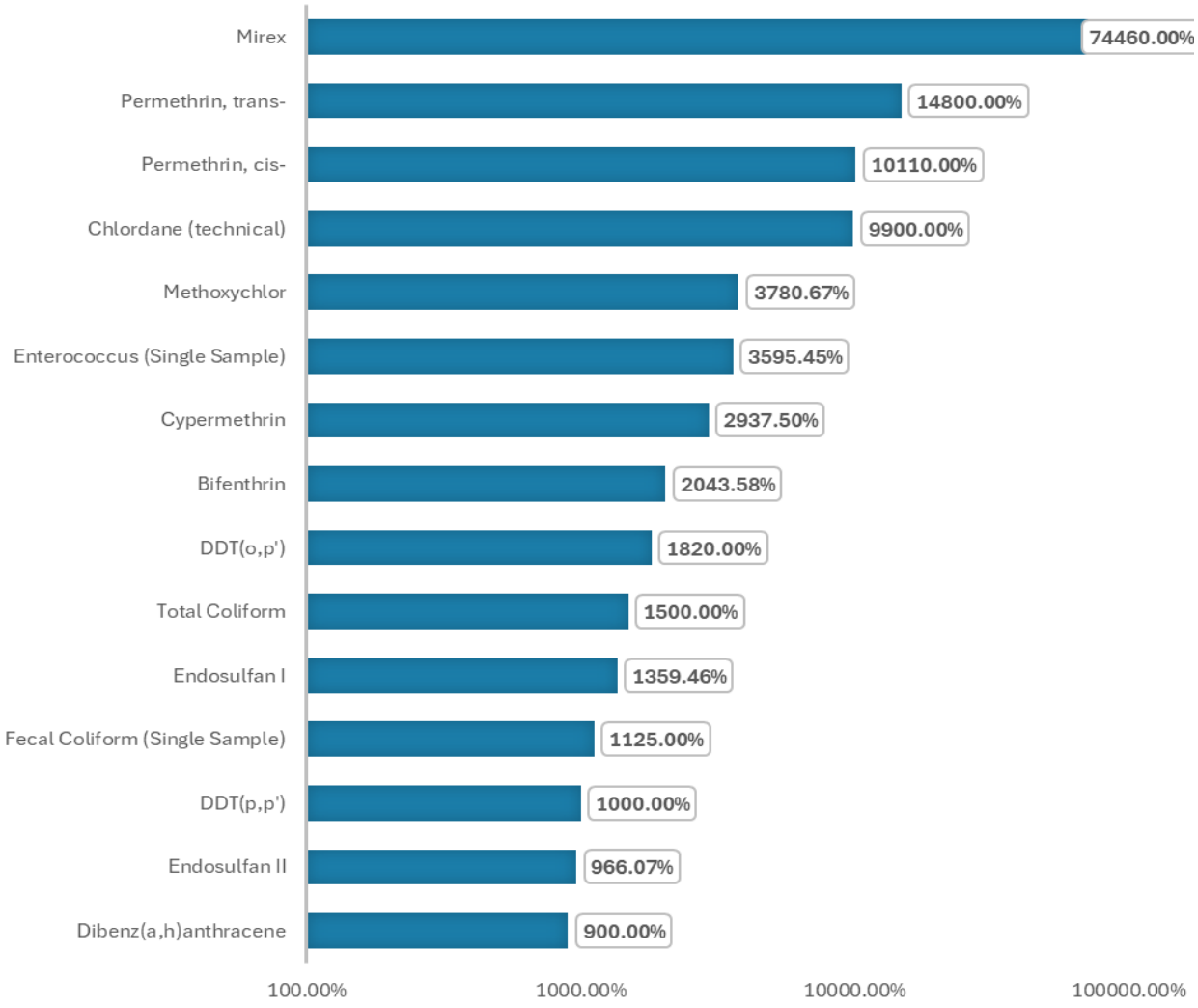

Figure 3-4. Median Magnitude of Exceedances of WQOs at Discharge Sites (top 15 constituents exceedance magnitudes).

Note: Select pesticides included distinct measurements of trans- and cis- isomers, which represent different arrangements of atoms in the molecule.

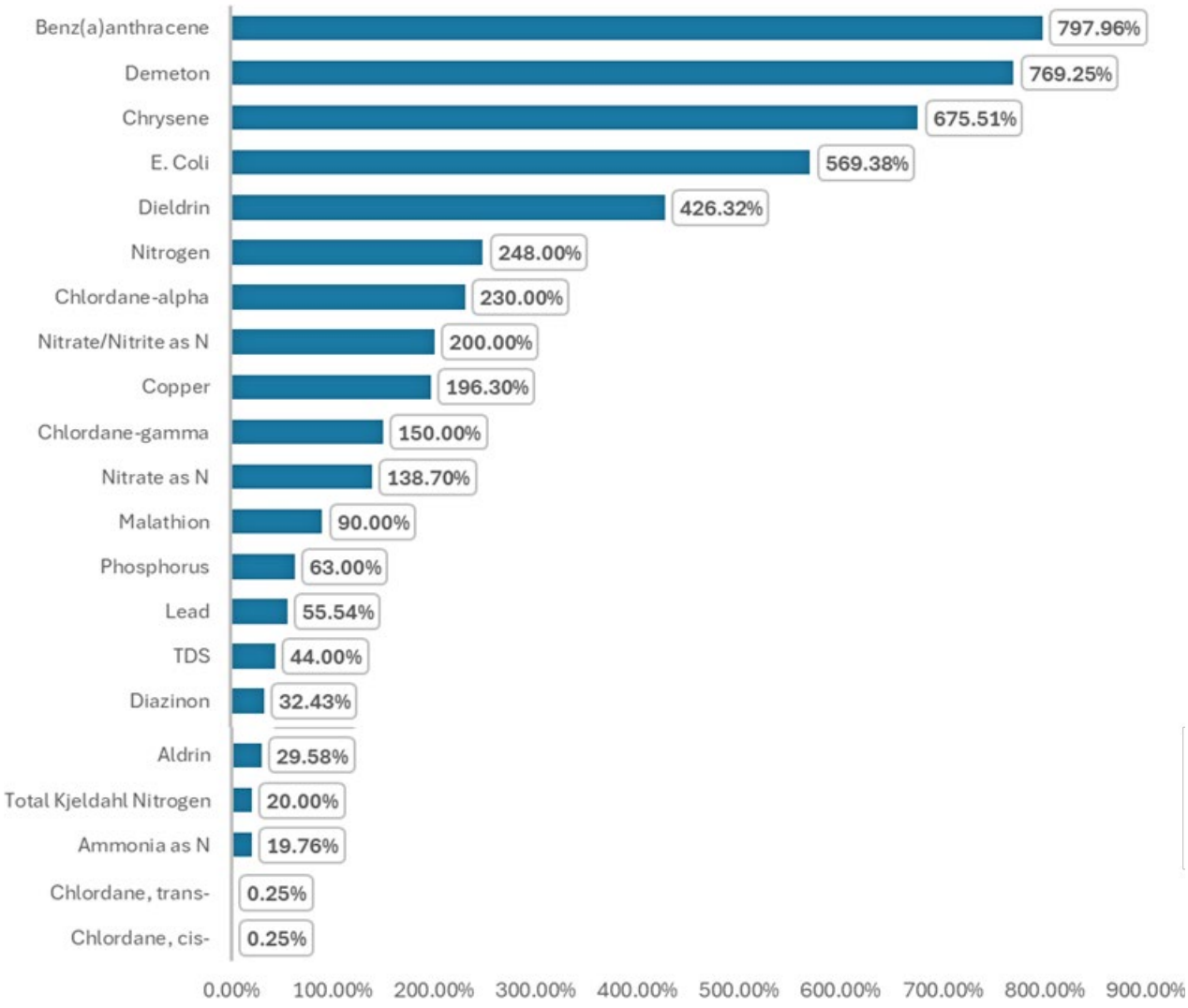

Figure 3-5: Median Magnitude of Exceedances of WQOs at Discharge Sites (remaining constituents with exceedances).

Note: Select pesticides included distinct measurements of trans- and cis- isomers, which represent different arrangements of atoms in the molecule.

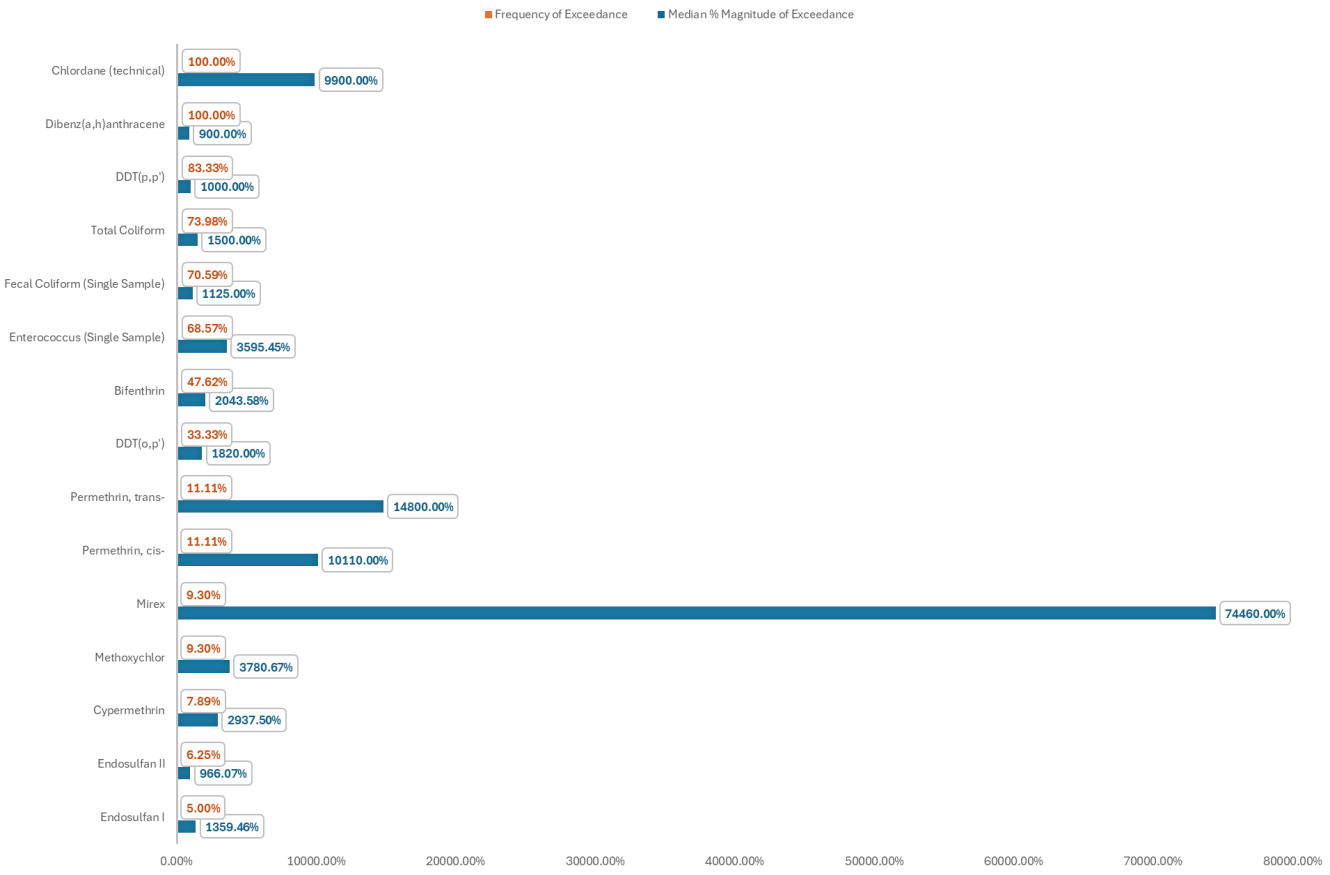

Figure 3-6: Frequency of Exceedances and Median Magnitude of Exceedances of WQOs at Discharge Sites.

3.3 Edison Canal

Available data from Edison Canal, which feeds into Channel Islands Harbor, were reviewed. Observations included grab samples and composite samples with measured bacteria, metals, and pesticides, and were analyzed relative to applicable WQOs as listed in ***Table 1-2***. ***Figure 3-7*** and ***Figure 3-8*** presents results in terms of the median magnitude of exceedances, as the percent above their respective WQOs. ***Figure 3-9*** presents the same median magnitudes of exceedances along with the frequency of exceedances of their respective WQOs.

Pesticides such as Permethrin are the most notable constituents at Edison Canal sites, with a median exceedance of over 1,000,000% (more than 10,000 times the WQO). This highlights high levels of contamination, combined with the fact that Permethrin exceeded limits across 50% of the observations, indicating not only high magnitudes but also frequent instances of exceedance. Metals of concern are Copper, which had a median exceedance of over 28,000% (over 280 times the WQO) with a 59% frequency of exceedance, and Selenium, which exceeded limits across all observations analyzed. Bifenthrin follows closely, with a median exceedance of 8,212% (83 times the WQO) and a 72% frequency of exceedance. DDT, had a median exceedance of 5,400% (55 times the WQO) but a frequency of only 8%. Further, nutrients such as Nitrogen in the form of Nitrate and Nitrite exhibit more moderate exceedances compared to the pesticides and metals, with median exceedance magnitudes of 472% (5.7 times the WQO) and 180% (2.8 times the WQO), respectively.

The top five constituents with the highest magnitude of exceedances at Edison Canal sites were **Permethrin, Copper, Bifenthrin, DDT,** and ***Enterococcus***. The top five constituents with the highest frequency of exceedances at Edison Canal sites were **Selenium, Bifenthrin, Copper, DDT,** and **Permethrin** (excluding TDS [Total Dissolved Solids] as a secondary pollutant of concern)**.**

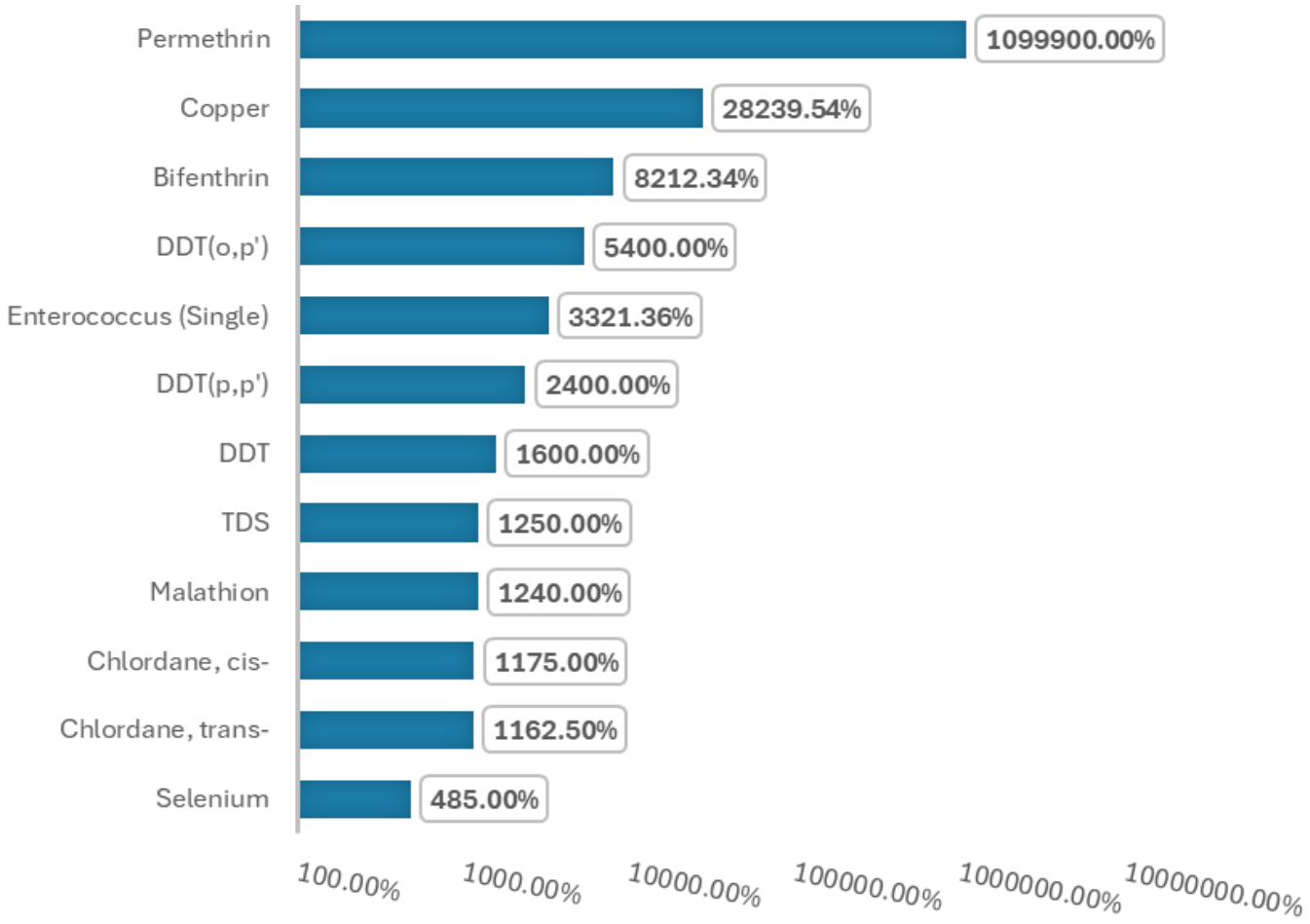

Figure 3-7: Median Magnitude of Exceedances of WQOs at Edison Canal Sites (top 12 constituents exceedance magnitudes).

Note: Select pesticides included distinct measurements of trans- and cis- isomers, which represent different arrangements of atoms in the molecule.

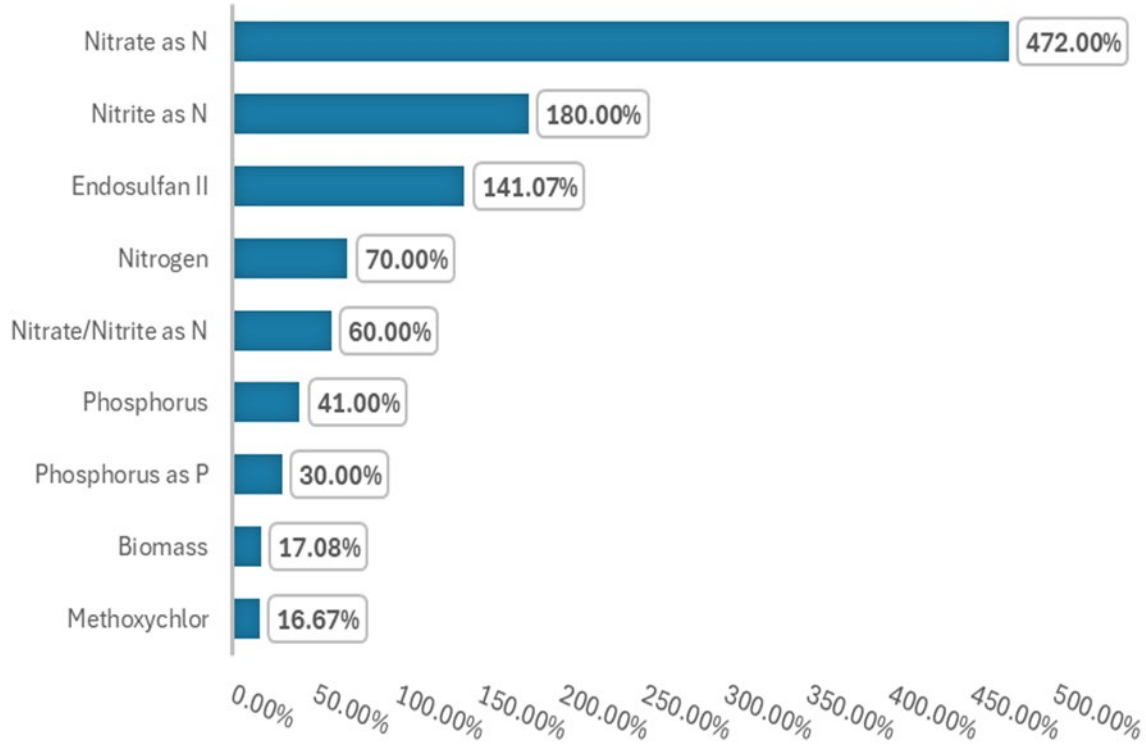

Figure 3-8. Median Magnitude of Exceedances of WQOs at Edison Canal Sites (remaining constituents with exceedances).

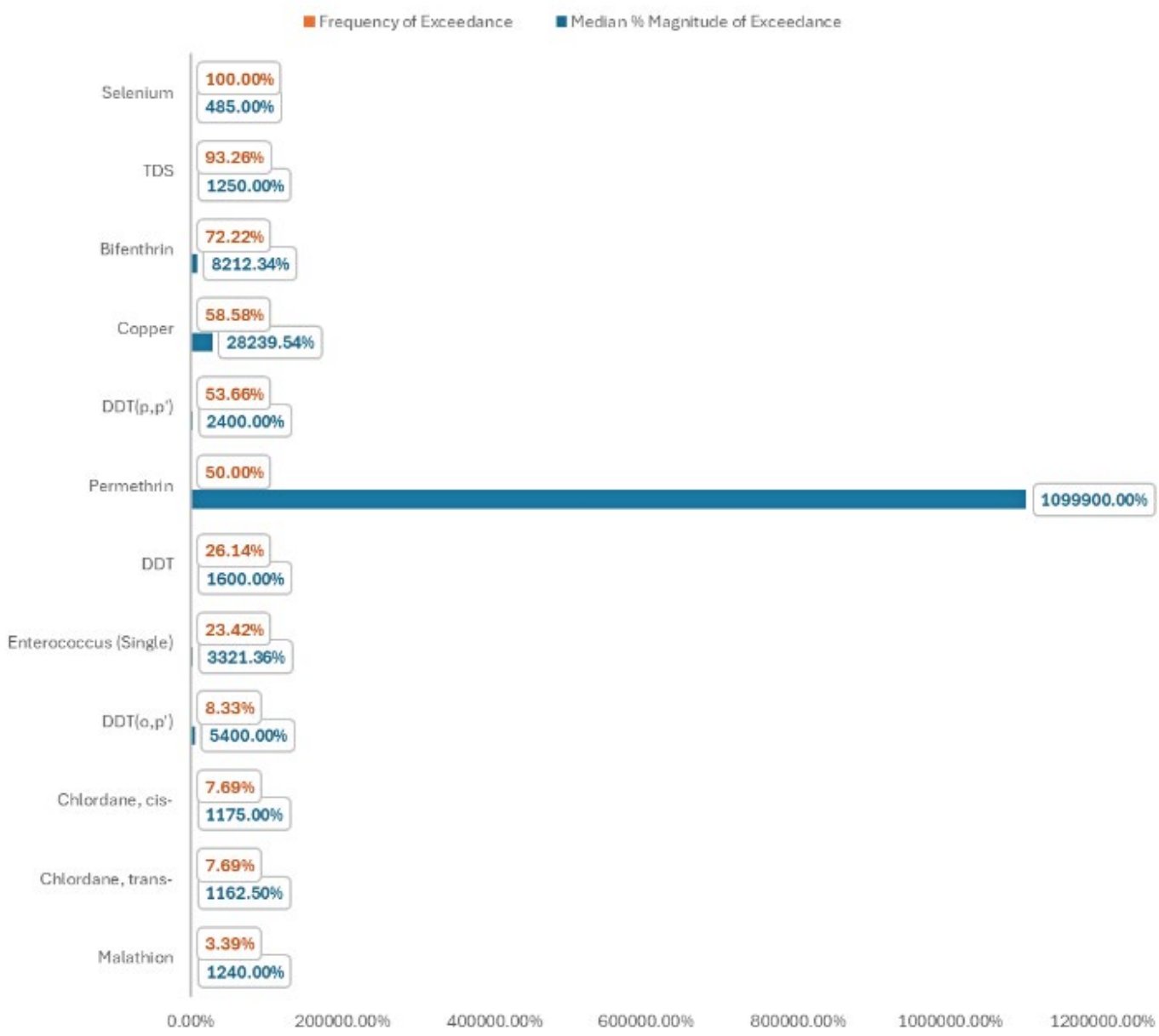

Figure 3-9: ***Frequency of Exceedances and Median Magnitude of Exceedances of WQOs at Edison Canal Sites.***

3.4 Channel Islands Harbor

Available data from observations throughout the Harbor were reviewed and included grab samples and composite samples with measured bacteria, metals, and pesticides, and were analyzed relative to applicable WQOs as listed in ***Table 1-2***. ***Figure 3-10*** presents results in terms of the median magnitude of exceedances, as the percent above their respective WQOs. ***Figure 3-11*** presents the same median magnitudes of exceedances along with the frequency of exceedances of their respective WQOs.

Within the Harbor, similar to Edison Canal, Permethrin stood out with the highest median magnitude of exceedances, with a median exceedance of nearly 200,000% (2,000 times the WQO). However, the frequency of

exceedance for Permethrin is 17% across all Harbor observations. Copper is another constituent of concern similar between Edison Canal and the Harbor, showing a median exceedance in the Harbor of over 28,000% (over 281 times the WQO) and a relatively higher frequency of exceedances in the Harbor of 43%. Malathion, though its median exceedance is 4,700% (48 times the WQO), has a much lower frequency of 2%. Further, constituents like *Enterococcus* show a consistent pattern of exceedance as compared to REC-1 standards with a median exceedance of 1,526% (16 times the WQO) and a frequency of exceedances of 20%. Bifenthrin in the Harbor had a median magnitude of exceedance of over 400% (over 5 times the WQO), and a 35% frequency of exceedance.

The top five constituents with the highest magnitude of exceedances at Harbor sites were **Permethrin, Copper, Malathion, *Enterococcus*,** and **DDT** (excluding TDS [Total Dissolved Solids] as a secondary constituent of concern). The top five constituents with the highest frequency of exceedances at Harbor sites were **Selenium, Copper, Bifenthrin, DDT,** and ***Enterococcus*** (excluding TDS [Total Dissolved Solids] as a secondary constituent of concern)**.**

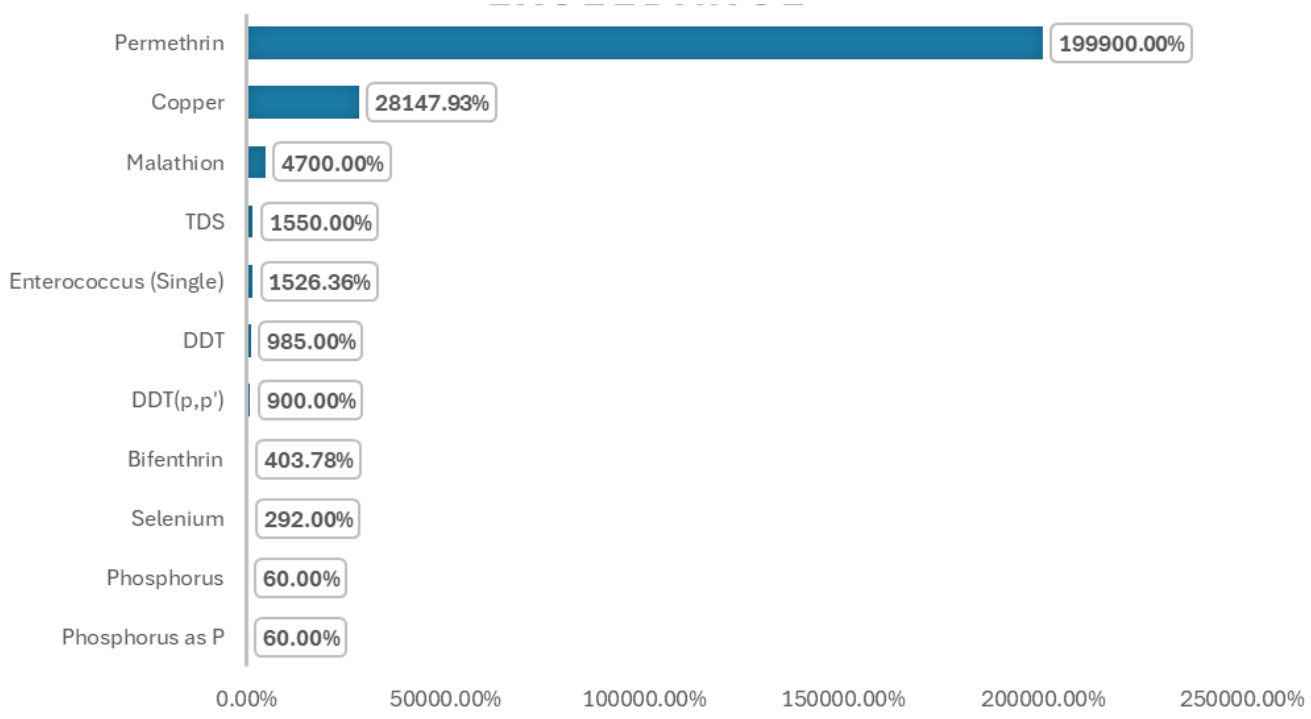

Figure 3-10: Median Magnitude of Exceedances of WQOs at Harbor Sites.

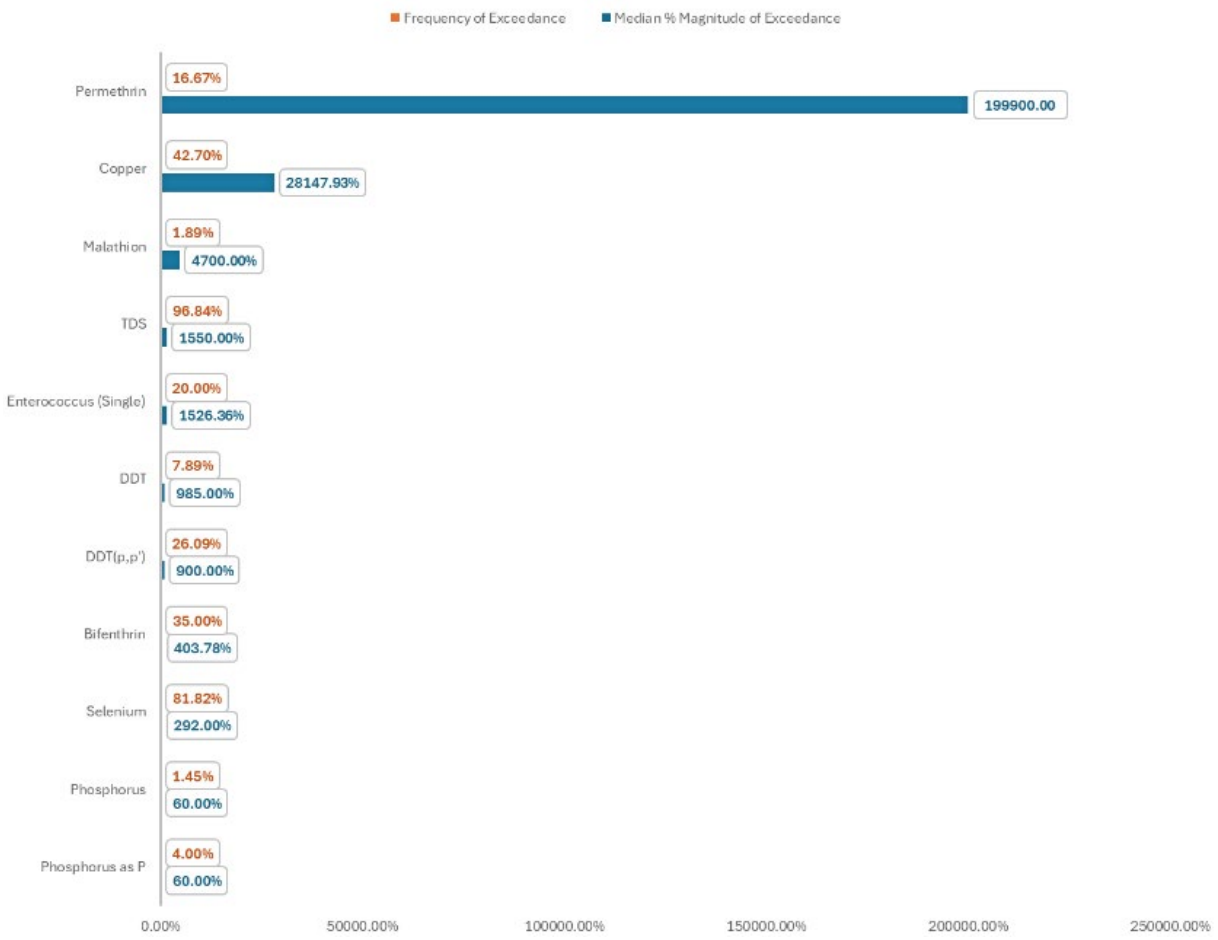

Figure 3-11: Frequency of Exceedances and Median Magnitude of Exceedances of WQOs at Harbor Sites.

3.5 Beaches

Available data from Beach sites, which represent Kiddie and Hobie beaches at the mouth of the Harbor, were reviewed. While the beaches are not the focus of this Study, water quality conditions were reviewed for context at the downstream extent of the Harbor. Observations included grab samples and composite samples specifically for fecal indicator bacteria. ***Figure 3-12*** presents results in terms of the median magnitude of exceedances, as the percent above their respective WQOs. ***Figure 3-13*** presents the same median magnitudes along with the frequency of exceedance of their respective WQOs. WQOs for discrete observations (tagged with _Single) and geometric means over a rolling 30-day period (tagged with _Geo) were referenced where applicable for different fecal indicator bacteria.

Enterococcus had a median magnitude of exceedance for the single observation objective at beaches at over 200% (3 times the WQO), followed by Fecal Coliform at 169% (2.7 times the WQO), and Total Coliform at 142% (2.4 times the WQO). However, the frequency of these exceedances remains relatively low, with *Enterococcus* exceeding single observation limits 8.0% of the time and Fecal Coliform and Total Coliform only 4.0% and 2.6%, respectively. Geometric mean calculations of *Enterococcus* had a lower median magnitude of exceedance of 44% (1.4 times the WQO), but a frequency of exceedance at 13%.

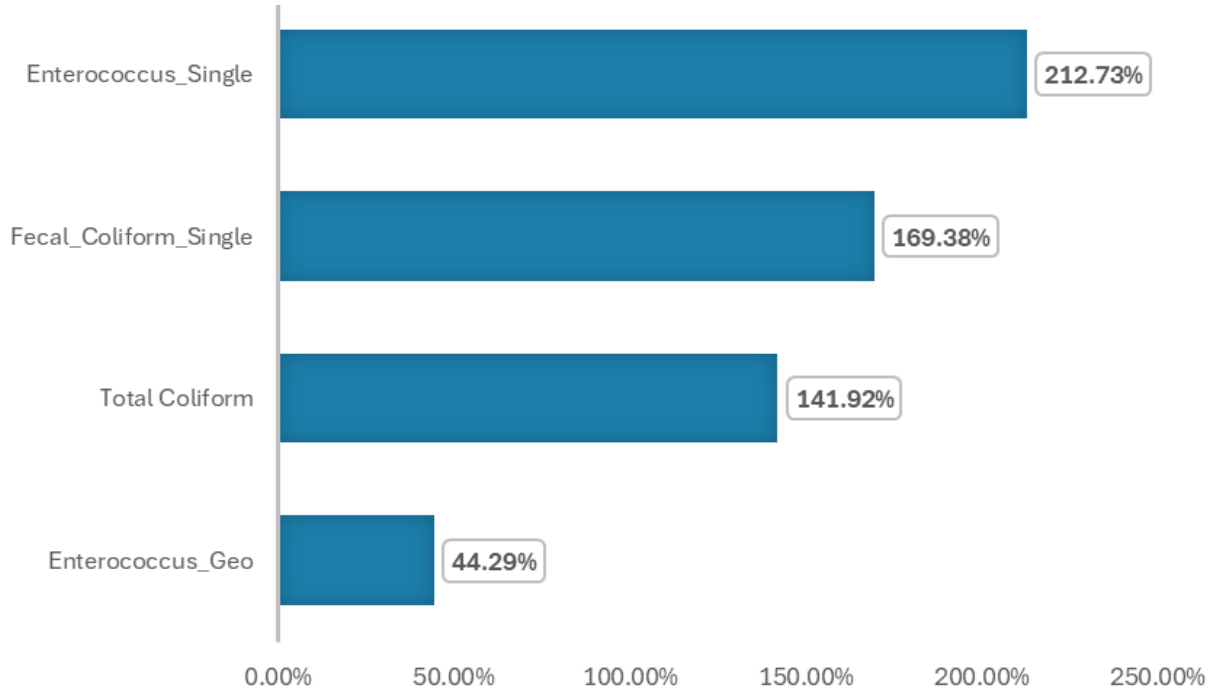

Figure 3-12: Median Magnitude of Exceedances of WQOs at Beach Sites (Kiddie and Hobie Beaches).

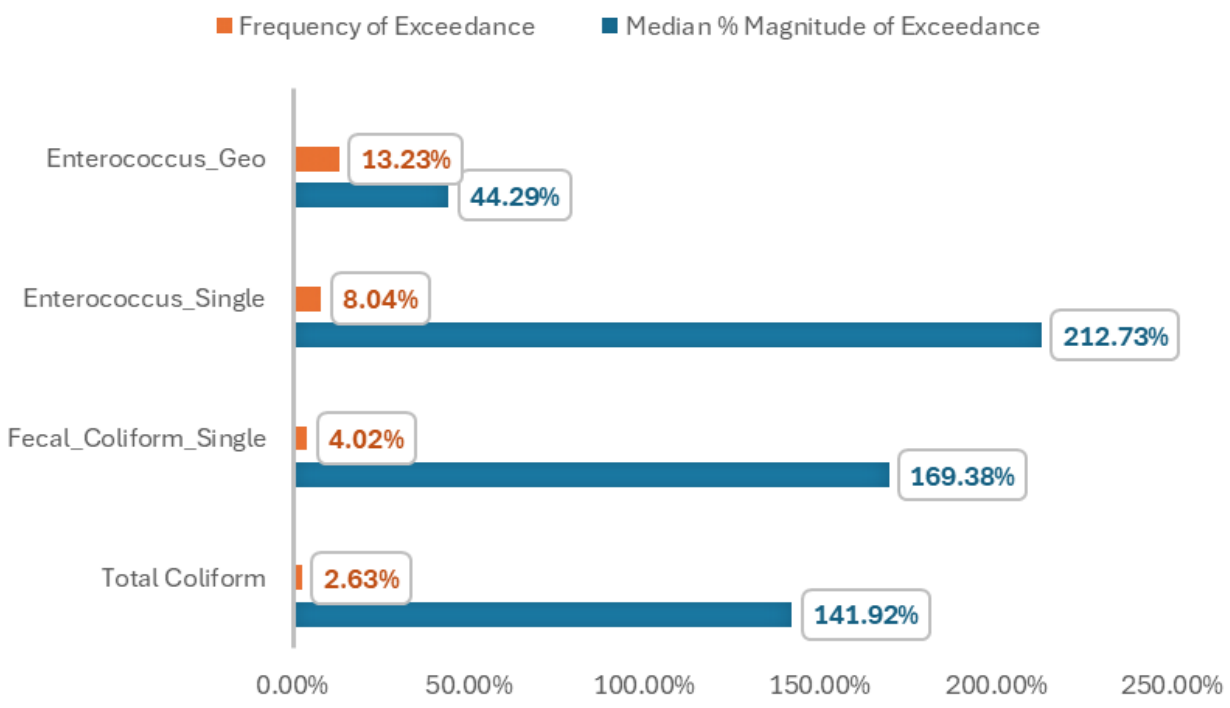

Figure 3-13: Frequency of Exceedances and Median Magnitude of Exceedances of WQOs at Beach Sites (Kiddie and Hobie Beaches).

3.6 Constituents of Concern and Key Takeaways

This section summarizes the key takeaways from the data analysis, highlights constituents of concern based on the frequency and magnitude of exceedances observed in Edison Canal and the Harbor, and constituent trends at the various monitoring locations. ***Figure 3-14*** and ***Figure 3-15*** present the median magnitudes of exceedances of Bifenthrin and Permethrin across individual monitoring sites in Edison Canal and the Harbor to provide more spatial context on exceedances observed. Bifenthrin and Permethrin were an initial focus given both pesticides were recently added to the 2024 303(d) list for impairments to Channel Islands Harbor. ***Figure 3-16*** present the average percent below the dissolved oxygen minimum threshold (5 mg/L) across individual monitoring sites in Edison Canal and the Harbor. Dissolved oxygen is a key parameter to focus on as it relates to water quality conditions protective of aquatic life.

3.6.1 Constituents of Concern

Bifenthrin and Permethrin are consistently identified as constituents of concern in both Edison Canal and the Harbor areas. These pesticides exhibit high exceedance magnitudes, particularly during dry days.

1. Bifenthrin shows a median exceedance magnitude reaching up to **550,000%** (over 5,500 times the WQO) in the Harbor under dry weather conditions.

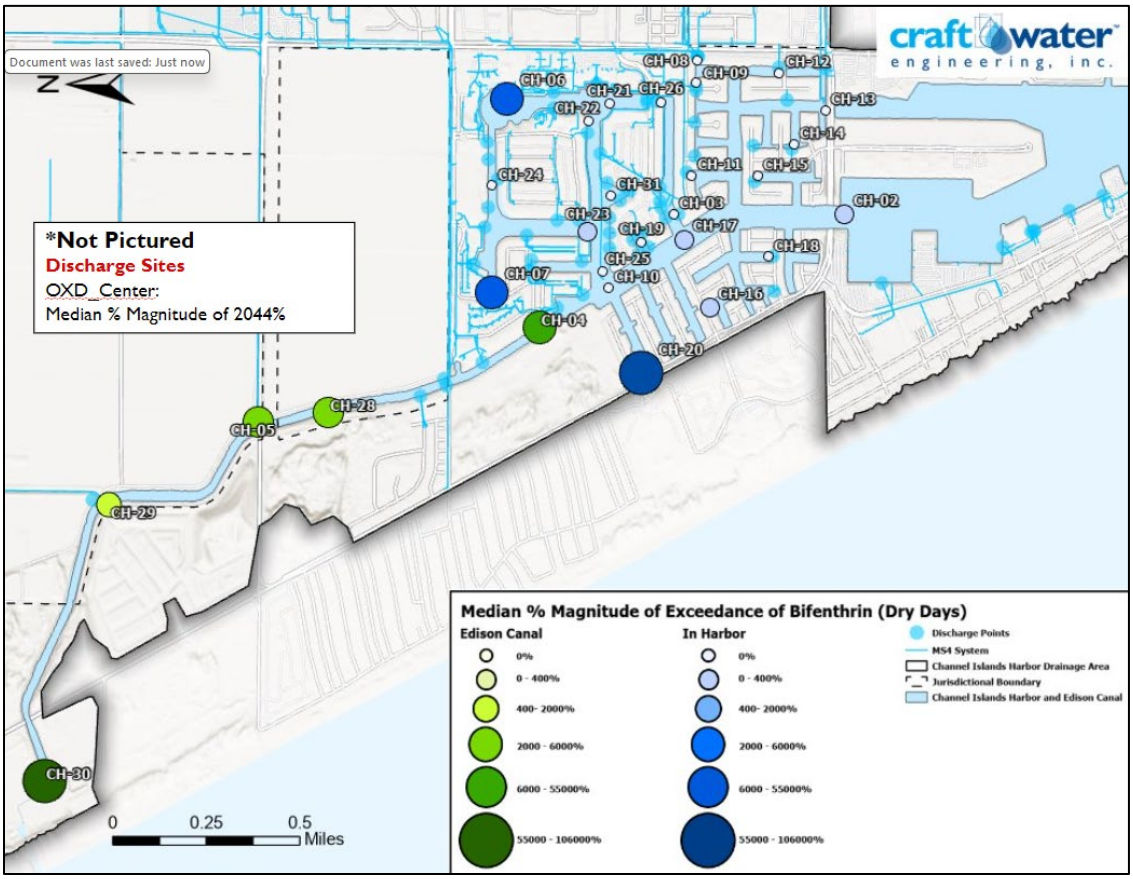

Figure 3-14. Bifenthrin Magnitude of Exceedances in Edison Canal and Harbor.

2. Permethrin exceeds standards by up to 530,000% (over 5,300 times the WQO) in Edison Canal and the Harbor, with the highest concentrations observed near discharge points.

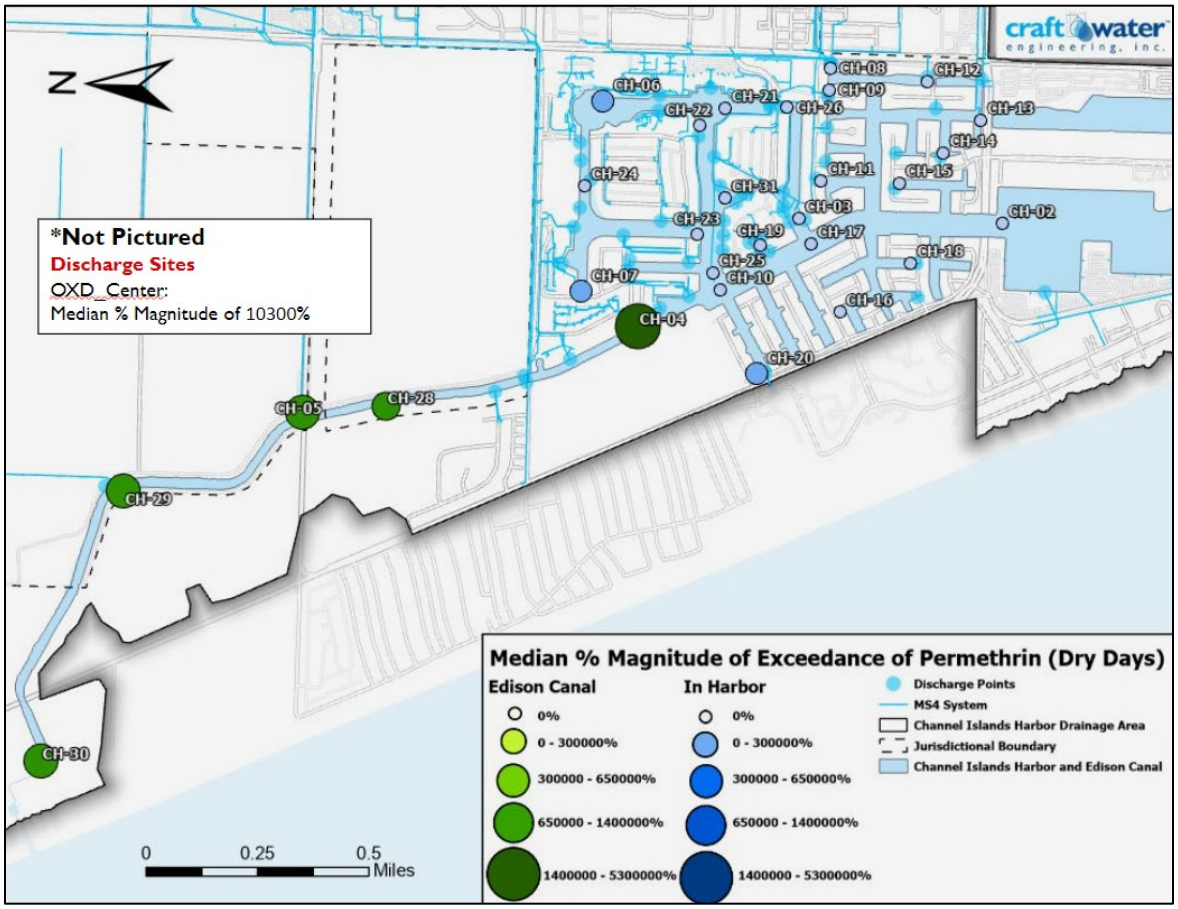

Figure 3-15. Permethrin Magnitude of Exceedances in Edison Canal and Harbor.

3. Dissolved oxygen also emerges as a critical condition in the Harbor, with concentrations dropping below recommended values supportive of aquatic life. Depressed dissolved oxygen was observed in both Edison Canal and the Harbor, with 7-12% below recommended levels on wet days and up to 88% below recommended levels on dry days.

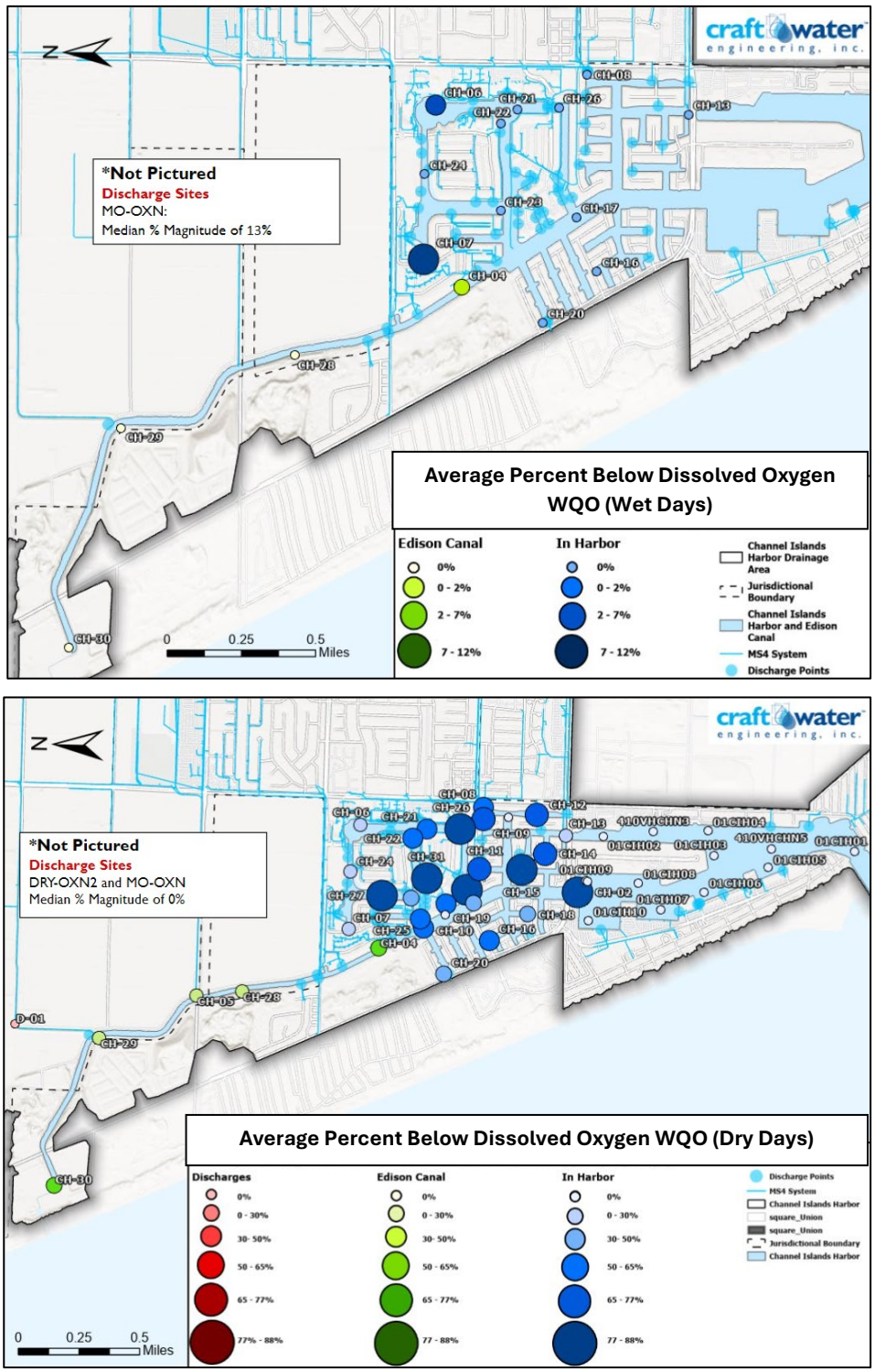

Figure 3-16: Dissolved Oxygen Percent Below WQO in Edison Canal and Harbor During Wet (Top) and Dry (Bottom) Days.

4. Median Copper concentrations exceed WQOs by over 25,000% (over 250 times the WQO) in Edison Canal and the Harbor.

3.6.2 Sources of Pollution

5. Discharge sites representative of agricultural runoff are likely contributors to the high levels of Bifenthrin and Permethrin. These sites have been shown to exhibit large median exceedance magnitudes, with some discharge points (e.g., OXD_CENTR) showing a median exceedance magnitude of 2,044% (over 21 times the WQO) for Bifenthrin.

6. Depressed dissolved oxygen in both Edison Canal and the Harbor can be linked to poor mixing, particularly in areas of the Harbor where circulation is limited, leading to higher exceedance frequencies (up to 13% during summer months). This trend is more severe in more isolated sections of the harbor near Seabridge and Mandalay.

7. Urban runoff, anti-fouling boat paint, and aerial deposition are potential sources of Copper observed in the Edison Canal and Harbor observations.

8. No notable observations were made indicating changes in exceedances of constituents at Discharge sites before and after the decommissioning of the MGS, which suggests any observed degraded water quality in the Harbor following the MGS decommissioning is primarily a result of decreased circulation.

9. Seasonal Influence:

    - The data demonstrated a difference between summer and winter conditions. Depressed dissolved oxygen was more frequent and severe during summer due to warmer water temperatures, which lower oxygen solubility and increase biological activity, leading to greater oxygen consumption.

    - Chlorophyll-a exceedances align with this pattern, as observed during summer, highlighting the link between temperature, nutrient availability, and phytoplankton blooms.

3.6.3 Conclusions

Constituents of concern within Edison Canal and the Harbor are Bifenthrin and Permethrin, as well as Copper based on the magnitude and frequency of exceedances. Bacteria is also of concern, with a focus on *Enterococcus* observed exceedances. Though nutrients generally demonstrated low magnitudes and frequencies of exceedances across observations, they are linked to potential algal growth in the Harbor and therefore impacting overall conditions. Finally, depressed Dissolved Oxygen in certain areas of the Harbor is a condition of concern to aim to address. Discharge points are likely contributors to these constituents, particularly for the pesticides. Efforts to address these constituents and water quality conditions, particularly in areas with poor circulation in the Harbor, are a focus of mitigation strategies moving forward with the Study.

4.0 MITIGATION STRATEGY EVALUATION METRICS

This section highlights select metrics used for the evaluation of potential mitigation strategies. The metrics will be used to construct a weighted decision matrix to allow for a comprehensive summarization of each strategy's potential benefits, costs, feasibility, and constraints. The decision matrix will be organized into three main sections: Benefits, Implementation Considerations, and Costs. Benefit metrics aim to both quantitatively and qualitatively assess pollutant load reductions and in-harbor water quality as well as identify additional benefits to the community. Implementation considerations are the metrics by which mitigation strategy feasibility will be assessed. Cost metrics will consider capital and long-term costs for mitigation strategies as well as possible funding mechanisms. The relative weights applied to the matrix to compare projects will involve stakeholder input and will lead to the construction of the phased implementation plan. A list of all proposed metrics is presented in ***Table 4-1***. Specific metrics for benefits, implementation considerations, and costs are discussed further in sections ***4.1, 4.2,*** and ***4.3,*** respectively.

Evaluation Metric Sources

Study evaluation metric assessments utilize four general categories of information sources: (1) watershed and in-harbor model results, (2) available Geographic Information System (GIS) and community database information, (3) compiled engineering and construction cost data, and (4) best professional judgement. Watershed and in-harbor models provide predictive water quality- and circulation-related conditions based on calibrated representation of site-specific characteristics, input data, and modeled strategies. Various public databases and available GIS information are used to classify and categorize mitigation strategies based on type, location, and environmental/other impact attributes. Compiled engineering and construction cost information generally include industry publications and recent and/or published project cost information. Engineering and environmental professional best professional judgement is used for assessments of certain mitigation strategy criteria where engineering delivery experience, construction or other industry knowledge, and/or environmental permitting acumen is needed to perform evaluations. Evaluation metrics and associated assessment information are summarized in ***Table 4-1***.

Table 4-1. List of Proposed Evaluation Metrics

Evaluation Metric	Metric Group	Unit	Area Applied	Source
Pesticide Load Reduction (Bifenthrin and Permethrin)	Water Quality Benefits	Lbs/yr (sediment as proxy)	Watershed	Modeling -WY 2011-2020
Exceedance Days Reduced (Pesticides)	Water Quality Benefits	Days exceeding ug/L WQOs	Harbor	Modeling -WY 2011-2020
Nutrient Load Reduction (Total Phosphorous and Total Nitrogen)	Water Quality Benefits	Lbs/year; mg/L	Watershed	Modeling -WY 2011-2020
Exceedance Days Reduced (Nutrients)	Water Quality Benefits	Days exceeding mg/L WQOs	Harbor	Modeling -WY 2011-2020
Copper Load Reduction	Water Quality Benefits	Lbs/year	Watershed	Modeling -WY 2011-2020
Exceedance Days Reduced (Copper)	Water Quality Benefits	Days exceeding ug/L WQOs	Harbor	Modeling -WY 2011-2020
Bacteria Load Reduction	Water Quality Benefits	CFU (runoff volume ac-ft/yr as proxy)	Watershed	Modeling -WY 2011-2020
Exceedance Days Reduced (Bacteria)	Water Quality Benefits	Days exceeding CFU/100mL WQOs	Harbor	Modeling -WY 2011-2020
Exceedance Days Reduced (Dissolved Oxygen)	Water Quality Benefits	Days dissolved oxygen below 5 mg/L	Harbor	Modeling -WY 2011-2020
Residence Time	Water Quality Benefits	Days	Harbor	Modeling -WY 2011-2020
Urban Greening	Community Benefits	Acres impervious -> green space	Watershed	NLCD Imperviousness
Recreational Improvements	Community Benefits	Is parcel a park or potential park? (Y/N)	Watershed	Oxnard Parks GIS
Community Anchors	Community Benefits	Is parcel a school, library, medical/healthcare or social service facility, or other public facility (Y/N)	Watershed	Oxnard Public Facilities and Large Family Daycare GIS
Community Education Opportunity	Community Benefits	Can parcel support educational signage or promote education-focused community events? (Y/N)	Watershed	Oxnard City Owned Parcels GIS
Pedestrian & Traffic Safety	Community Benefits	Does parcel contain or is adjacent to right-of-way in high injury network? (Y/N)	Watershed	SCAG High Injury Network GIS

Evaluation Metric	Metric Group	Unit	Area Applied	Source
Oxnard Sustainable Transportation Plan	Community Benefits	Is parcel in or adjacent to priority area? (Y/N)	Watershed	Oxnard Sustainable Transportation Plan GIS
Disadvantaged Community	Community Benefits	Is parcel in a Disadvantaged Community? (Y/N)	Watershed	SB 535 Disadvantaged Communities GIS
Environmental & Social Health Indices	Community Benefits	Is parcel in an environmentally or socially vulnerable community? (Y/N)	Watershed	CalEnviroScreen, The Center for Disease Control Social Vulnerability Index, The California Healthy Places Index, and the SCAG Green Region Initiative and Priority Growth Areas
Parcel Ownership	Implementation Considerations	Is parcel privately owned, or owned by municipality, agency, utility? (Public/Private)	Watershed and Harbor	Oxnard City Owned Parcels GIS
Permitting	Implementation Considerations	Estimated environmental permitting level of effort (High/Med/Low)	Watershed and Harbor	Coastal Zone Management Act,401 Water Quality Certification Program, Clean Water Act Section 404 for Dredge and Fill, Endangered Species Act; Applicable State and Local Biological Guidelines
Utility Constraints	Implementation Considerations	Will strategy be limited by existing utilities? (Y/N)	Watershed and Harbor	Request as-built information from City, Utilities, Agencies
Design/Construction Timeline	Implementation Considerations	Near, Mid, or Long-term, continual/protracted project timeline	Watershed and Harbor	Engineering Review
Long-Term O&M Responsibilities	Implementation Considerations	What is the frequency and staff required for O&M? (Extensive, Moderate, Limited)	Watershed and Harbor	Engineering Review/land owner collaboration
Existing City Maintenance Area	Implementation Considerations	Is parcel already within City maintenance plan? (Y/N)	Watershed	Oxnard City Maintained Areas GIS
Sanitary Sewer Diversion Feasibility	Implementation Considerations	Is sewer diversion feasible? (Potential/No)	Watershed	Oxnard Sanitary Sewer GIS
Order-of-Magnitude Capital Cost	Cost	$	Watershed and Harbor	Standardized Cost Estimation Functions
Order-of-Magnitude Long-Term O&M Cost	Cost	$/year	Watershed and Harbor	Standardized Cost Estimation Functions
Potential Outside Funding Sources	Cost	Does the strategy align with a potential outside funding source? (Y/N) If yes, order -of-magnitude available funding ($)	Watershed and Harbor	Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB)

4.1 Proposed Benefit Evaluation Metrics for Mitigation Strategies

To evaluate the effectiveness of alternative mitigation strategies, various benefit metrics will be utilized. The modeling tools being developed both for the contributing watershed area (using the USEPA Loading Simulation Program in C++ [LSPC]) and the Harbor itself (using the USEPA Environmental Fluid Dynamics Code [EFDC] and Water Quality Analysis Simulation Program [WASP]) will quantitatively evaluate strategies' effectiveness at reducing pollutants being transported to and cycling within the Harbor. These models will evaluate conditions over a long-term 10-year period, using water year 2011 to water year 2020, and will directly represent constituent movement and cycling for Runoff, Sediment, Total Phosphorus, Total Nitrogen, dissolved oxygen, and select metals, such as Copper. Pesticide fate and transport is associated with suspended sediments, therefore sediment load reductions will be used as a proxy to estimate pesticide removal. Bacteria are a water quality concern for the Harbor, and while the modeling tools do not explicitly handle bacteria, the relationship between runoff from contributing lands and bacteria loading can be better understood in the region based on monitoring data collected. Therefore, runoff responses from rain events will be used as a proxy to estimate the relative bacteria load reductions that each proposed strategy is capable of. Mitigation strategies will also be evaluated for their influence on dissolved oxygen, chlorophyll-a (a proxy for algal growth), and residence times at various locations within the Harbor. Model results for these constituents will be summarized as average annual load reductions and changes to in-harbor concentrations and estimated residence times with and without mitigation strategy implementation. In addition to average annual summarizations, the in-harbor model will evaluate the period leading up to observed algal blooms in spring of 2018 that followed OTC decommissioning. The upstream load reductions and changes in in-harbor conditions from proposed mitigation strategies will be added to the matrix in a quantitative manner.

In addition to the quantitative evaluation of pollution reduction and water quality benefits, strategies will be evaluated for the potential additional community benefits that their implementation could provide. Projects capacity to allow for the creation or improvement of recreational facilities and/or green spaces such as parks, tree canopy, and landscaping will be considered at this stage. Projects that create or update green spaces also can facilitate educating the public about environmental and stormwater related concerns via signage and gathering spaces. Potential project locations will be evaluated in the context of socio-environmental scoring datasets such as CalEnviroScreen, The Center for Disease Control Social Vulnerability Index, The California Healthy Places Index, and the Southern California Association of Governments Green Region Initiative and Priority Growth Areas, which compile various environmental, health, and socioeconomic measures to give a score to each census tract in the state. Poorly scoring areas demonstrate greater need for community improvements and can be prioritized for projects. Projects along corridors identified in the Southern California Association of Governments (SCAG) High Injury Network dataset will be prioritized for potential traffic flow and pedestrian improvements. Community benefits will be added to the decision matrix in a binary flag, where a yes/no will be applied for each strategy for each community benefit.

4.2 Proposed Implementation Consideration Evaluation Metrics for Mitigation Strategies

The implementation consideration evaluation metrics will serve as the main checks for the feasibility of each mitigation strategy across multiple parameters. It will be important to determine the ownership status of any lands that are explored to locate mitigation strategies to identify the responsible parties and gauge their interest and cooperation in hosting a project or other strategy. This step will also help identify what environmental permitting may be required for a particular project location and type, which may contribute to the overall

understanding of a mitigation strategy's ease of implementation. Certain types of strategies may involve a significant component of long-term operations and maintenance of a project or facility, and a relative estimate will be made for the required labor, equipment, disposal methods, and other responsibilities required. The parties responsible for each strategy's maintenance will be identified and their willingness to participate will be considered. Depending on the locations and landowners that are engaged, there will be a potential need for new cooperative agreements of memorandums of understanding to be created between relevant agencies or entities.

Additionally, the technical feasibility of each mitigation strategy will be evaluated. Key technical considerations include, but are not limited to, the design and construction timeline, constraints presented by existing utilities or infrastructure onsite, and physical site suitability.

Regional-scale stormwater capture opportunities on public property have already been identified in the County of Ventura Watershed Management Program for Ventura County Coastal Watersheds (Watershed Management Program). These were developed using public parcels and storm drains and used desktop GIS analysis to determine optimal diversion points and service drainage areas to each parcel. Potential project footprints were identified after buffering 20 feet from existing buildings. Drainage areas, footprints, and diversion points were used to estimate the cost and potential Best Management Practice (BMP) performance of each project parcel. A desktop engineering review of these opportunities was carried out by design engineers to screen out immediately infeasible opportunities identified through the GIS analysis and provide context as to what types of BMPs would best fit in each location. The review helped to gain context for each location: where it is situated within the built environment, topographical considerations, and other tangibles that may point to project viability that may not otherwise be easy to discern from other desktop datasets. The main function of the preliminary engineering review was to assess the constructability and potential of each individual opportunity compared to others within the jurisdiction of interest**.** This review eliminated opportunities with clear challenges that would make cost-effective construction unviable or where limited runoff capture would warrant expensive, overly challenging engineered solutions. In addition, projects kept as opportunities were classified into three different tiers of potential effectiveness (Tier 1 being the best projects per cost). Prioritized project opportunities identified from the Watershed Management Program were reviewed independently with each agency the City in a series of meetings to incorporate local knowledge in the viability and prioritization of a project. This included environmental, ongoing infrastructure planning, or political factors that further informed project preferences or roadblocks in potential constructability. Additional upstream project opportunities may be identified through this Study, including opportunities on private lands, and will undergo similar review for initial feasibility.

4.3 Proposed Cost Evaluation Metrics for Mitigation Strategies

It is important to consider the financial capability of implementing each mitigation strategy that is proposed. Estimations of capital costs as well as costs of long-term operations and maintenance will be made. Additionally, a preliminary estimate of responsible part(ies) for project costs will be made at this stage, as well as recording what party will be responsible for those costs. Once this is established, existing and potential funding opportunities will be evaluated for applicability to the proposed mitigation strategies. These funding sources could include municipal funds, grants, public-private partnerships, or levying taxes, fines/fees, or HOA dues. The applicability and amount of available funding from different sources will be identified as a potential offset to large implementation costs.

5.0 NEXT STEPS

Following the finalization of the Study goals and objectives, the list of potential mitigation strategies will be developed to potentially address them. Strategies will be assessed using the evaluation metrics established herein and align with the Study problem statement and goals. Critical tools to support analysis of evaluation metrics are the watershed and in-harbor models that are under development. Models will be executed in the context of the evaluation metrics to characterize each strategy's relative performance in terms of water quality benefits. Other identified sources of data, as identified in ***Table 4-1***, will be used to characterize community benefits, implementation considerations, costs, and potential funding sources. This will lead to construction of a decision matrix containing relative tiers among potential strategies along with detailed outcomes within each metric. This will provide a transparent and comprehensive summary of outcomes for stakeholders to explore and provide input. The resulting matrix will lead to the construction of a phased implementation plan that will be outlined in a future report.

6.0 REFERENCES

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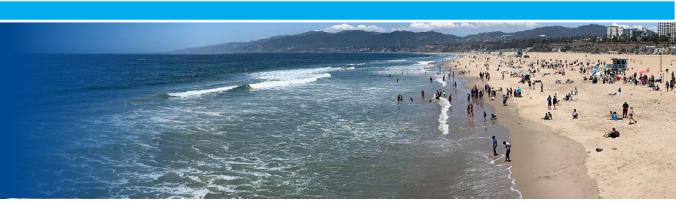

CITY OF OXNARD CALIFORNIA

APPENDIX B

TO: Anthony Miller, City of Oxnard

FROM: Craftwater

SUBJECT: Appendix B – Literature Review- Goals & Objectives Memorandum Channel Island Harbor Water Quality Feasibility Study & Implementation Plan

This appendix to the Channel Island Harbor Water Quality Feasibility Study & Implementation Plan Goals & Objectives Memorandum contains findings from topical literature reviews relevant to the study. Literature sources are organized into groupings of Nutrient Cycling & Eutrophication, Harbor/Bay/Estuarine Environments & Circulation Issues, and Pesticides & Fecal Bacteria. The sources explored for this review include scholarly journal articles, professional reports and memos. Sources are listed in ***Section 4.0***.

1.0 NUTRIENT CYCLING & EUTROPHICATION

Nutrient dynamics are crucial to understanding the causes and effects of eutrophication in coastal ecosystems. Anthropogenic sources, particularly from agricultural and urban runoff, lead to excessive nutrient loads in coastal water bodies, often resulting in harmful algal blooms and low DO levels (Kennison and Fong, 2014). Southern California estuaries and similar enclosed coastal waterbodies subject to tidal circulation and mixing have unique geomorphology and significant watershed modifications. Combined with urban and agricultural stormwater inputs, this makes them are particularly vulnerable to nutrient enrichment. Coastal water bodies with freshwater inputs experience seasonal shifts in nutrient inputs, with riverine sources dominating in the winter and spring, and sediment nutrient recycling becoming more prominent during the summer and fall (Kennison, Kamer, and Fong, 2003; Boyle, Kamer, and Fong, 2004). High nutrient loads can stimulate algal blooms, especially when stratification and poor flushing prevent proper mixing and oxygenation (Müller et al., 2020).

- Watershed contributions: Watersheds are significant sources of nutrients, especially nitrogen and phosphorus. Precipitation and associated runoff contribute large amounts of these nutrients to estuaries, particularly during storm events (Kennison and Fong, 2014).
    - Seasonal pulses of nutrients, particularly after storm events, increase nutrient availability in estuaries. These pulses, combined with altered hydrology due to urbanization, prolong nutrient loading (Kennison, Kamer, and Fong, 2003).
    - Nitrogen and phosphorus from agricultural runoff and urban landscapes are the primary contributors to nutrient enrichment (Müller et al., 2020).
    - Herbicides and pesticides in agricultural runoff can also affect algal growth, complicating nutrient dynamics in estuarine systems (Kennison and Fong, 2014).

- Nutrient storage in sediments: In addition to direct watershed inputs, bottom sediments in coastal water bodies play a significant role in nutrient storage and recycling.
    - Sediments act as seasonal nutrient sinks, particularly for nitrogen, supporting macroalgal blooms during times of high nutrient supply (Kennison, Kamer, and Fong, 2003).
    - Sediment nutrient fluxes can be as significant as, or greater than, external watershed nutrient inputs, providing a continuous source of nutrients for algae during periods of low external loading (Boyle, Kamer, and Fong, 2004).
    - Nutrient releases from sediments during hypoxic conditions further contribute to algal blooms, especially in systems experiencing frequent oxygen depletion (Carstensen, Henriksen, and Heiskanen, 2007).

Nutrient dynamics also play a pivotal role in nitrogen removal through denitrification in estuaries and coastal water bodies. A model of water residence time on nitrogen export and denitrification showed that denitrification accounted for 69-75% of total annual nitrogen removal, highlighting its significance in regulating nutrient loads in estuarine systems (Dettmann, 2001). However, not all nutrients are removed through natural processes, and excess nutrients can lead to eutrophication and hypoxic conditions if not managed properly (Müller et al., 2020).

- Denitrification: Freshwater residence time significantly influences nitrogen removal via denitrification, which can account for a substantial proportion of total nitrogen removal in estuaries (Dettmann, 2001).
    - Nitrogen that enters estuaries and coastal water bodies can either be exported or removed via denitrification, and this process is crucial in regulating overall nitrogen loads (Dettmann, 2001).
    - The efficiency of denitrification depends on factors like residence time, salinity, and the availability of organic matter (Dettmann, 2001).

Macroalgal blooms, frequently observed in shallow coastal water bodies during the summer, are closely linked to nutrient enrichment. These blooms are often characterized by significant deviations in chlorophyll *a* concentrations from normal seasonal cycles and are driven by mechanisms such as nutrient releases from sediments during hypoxic conditions and the decoupling of benthic grazers that would otherwise control algal populations (Carstensen, Henriksen, and Heiskanen, 2007).

- Mechanisms behind algae blooms:
    - Advection of nutrient-rich water from inner estuary regions (Carstensen, Henriksen, and Heiskanen, 2007).
    - Resuspension of nutrients and algae from sediments, especially during hypoxia (Carstensen, Henriksen, and Heiskanen, 2007).
    - Nutrient releases from sediments during periods of low oxygen or anoxia (Carstensen, Henriksen, and Heiskanen, 2007).

- The absence of benthic grazers, which typically help control algal populations, can lead to unchecked algal growth (Carstensen, Henriksen, and Heiskanen, 2007).
- These factors are especially significant in systems with poor flushing and long water residence times (Müller et al., 2020).

In estuaries and coastal water bodies where anthropogenic nutrient inputs are high, there is often a direct relationship between nutrient concentrations and eutrophication expression. However, nutrient concentrations alone do not explain the full picture. The interaction between nutrient inputs and physical factors, such as water residence time and tidal exchange, plays a crucial role in determining the overall ecological health of estuaries (Hughes et al., 2011; Wurtsbaugh, Paerl, and Dodds, 2019).

- Tidal influence on nutrient dynamics: Systems with greater tidal exchange tend to dilute nutrient concentrations more effectively, reducing the overall expression of eutrophication (Wurtsbaugh, Paerl, and Dodds, 2019).
- Estuaries with low tidal range or restricted tidal flow, such as those with man-made structures, are more prone to nutrient buildup and hypoxia (Ghane et al., 2016).

2.0 HARBOR/BAY/ESTUARINE ENVIRONMENTS & CIRCULATION ISSUES

In harbor environments, the dynamics of residence time and flushing time provide essential frameworks for understanding water movement and its impact on nutrient and oxygen levels. Flushing time, a spatially integrative metric, provides a broad understanding of water exchange, while residence time is more location-specific and useful for predicting chemical and biological processes within a particular estuary (Matso, 2018). However, readers must be cautious about the inconsistency in the use of these terms across studies, as they are often applied differently (Matso, 2018).

- Residence time vs. flushing time:
  - Flushing time: Represents the time it takes for the entire water mass in a system to be replaced. It is a generalized measure of water exchange, commonly used to compare different estuaries (Matso, 2018).
  - Residence time: More specific to a parcel of water, tracking how long it stays in a given location before being flushed out. This metric is important for understanding location-specific processes like chemical reactions and biological activities (Matso, 2018).
  - These terms are sometimes used interchangeably, but they describe different processes, making it essential to understand their specific application in each study (Matso, 2018).

Hypoxia—a common consequence of poor circulation and insufficient water exchange—presents significant challenges in harbor environments. Hypoxia can vary over time, influenced by daily, tidal, lunar, and seasonal

cycles. For instance, Elkhorn Slough, a shallow estuary, experiences frequent summer hypoxia near the estuary's bottom, driven by low turbulent diffusion around slack tides (Sutula et al., 2012; Santana et al., 2018). These hypoxia events, lasting an average of 40 minutes, occur despite tidal influences, highlighting the vulnerability of poorly flushed estuaries like Elkhorn Slough to low oxygen conditions (Santana et al., 2018).

- Factors influencing hypoxia in harbors:
    - Daily, tidal, lunar, and seasonal cycles play a role in oxygen variability, with seasonal hypoxia often driven by water stratification, which prevents oxygen mixing (Sutula et al., 2012).
    - Tidal and lunar cycles are more noticeable in poorly flushed areas, with greater exchange during flood or spring tides. This increased exchange can help alleviate hypoxic conditions, but poorly mixed areas remain vulnerable to oxygen depletion (Sutula et al., 2012; Santana et al., 2018).
    - Aquatic organisms' reactions to hypoxia depend on the severity, duration, and frequency of oxygen depletion (Sutula et al., 2012).

The 2011 fish mortality event in Redondo Beach serves as an example of the consequences of poor tidal circulation rather than nutrient enrichment. Minimal tidal exchange and a neap tide created hypoxic conditions in King Harbor, leading to the death of approximately 1.5 million Pacific sardines. This event illustrates how physical factors, such as tidal amplitude, can significantly impact DO levels, particularly in enclosed or poorly flushed harbors (Miller, 2014).

Several studies reveal that the expression of eutrophication is not solely driven by nutrient concentrations but is also mediated by environmental filters like tidal range, depth, and salinity (Hughes et al., 2011). Systems with greater tidal exchange tend to exhibit lower levels of eutrophication, which suggests that management efforts should focus on enhancing tidal flushing in addition to reducing nutrient inputs (Hughes et al., 2011). Tidal dynamics are especially critical in the distribution and patchiness of bloom-forming organisms. For example, in the Lafayette River in Virginia, water residence times of 1 to 4 months, depending on annual rainfall, influence the occurrence of phytoplankton blooms, which are driven by spring-neap tidal modulation and wind-driven mixing (Morse et al., 2014).

- Tidal modulation of algae blooms:
    - Phytoplankton blooms in estuaries like the Lafayette River are highly influenced by spring-neap tidal cycles. Water residence times of 1 to 4 months, depending on rainfall, dictate when blooms are likely to occur (Morse et al., 2014).
    - Tidal transport and circulation play a significant role in controlling bloom dynamics in coastal water bodies, especially in poorly mixed regions (Morse et al., 2014).
    - High nutrient concentrations, coupled with favorable tidal conditions, can trigger significant algal blooms (Morse et al., 2014).

DO dynamics are closely tied to tidal and circulation patterns. In the Upper Newport Bay, six hypoxic events were recorded over a six-month period, driven by factors such as low solar radiation, increased freshwater discharge, and haline stratification during reduced tidal ranges (Nezlin et al., 2009). These events highlight how tidal

exchange serves as a principal source of ventilation for near-bottom waters, with spring tides eroding vertical stratification and neap tides increasing near-bottom water residence time (Nezlin et al., 2009). The influence of physical factors such as tidal range and stratification emphasizes the need for adaptive management strategies that take local circulation conditions into account (Nezlin et al., 2009).

Management strategies for mitigating eutrophication and hypoxia in harbor environments must consider the complex interplay between nutrient inputs and physical circulation. While reducing nutrient inputs is essential, studies suggest that physical modifications to enhance tidal flushing or manage nutrient cycling within sediments may be equally important (Hughes et al., 2011; Kemp et al., 2009). Furthermore, high-frequency monitoring of key parameters, such as DO and nutrient concentrations, is crucial to understanding the temporal and spatial dynamics influencing eutrophication and hypoxia (Kemp et al., 2009; Nezlin et al., 2009). Adaptive management, particularly in systems like the Upper Newport Bay where hypoxia is driven by both natural and anthropogenic forces, must address both watershed-level nutrient inputs and estuarine-specific physical conditions (Nezlin et al., 2009).

3.0 PESTICIDES & FECAL BACTERIA

Pyrethroids are a class of pesticides that permethrin and bifenthrin belong to. These hydrophobic compounds have been identified in stormwater and in some cases is attributed to urban runoff (Wolfand et al., 2019) and in other cases to agricultural runoff (Mangiafico et al., 2009), (Commelin et al., 2022). It has been noted that hydrophobic pesticides are often applied in a solid form, and multiple studies have confirmed that waters containing these compounds are often not at equilibrium with the measured loads in a solid phase (Wolfand et al., 2019). Drivers of distribution between phases include rain event characteristics, the formulation of pesticide and the land surface characteristics of the application location. Thus, load reduction strategies for these compounds should include both filtration for dissolved phases and TSS capture of solid phases (Wolfand et al., 2019).

- Statistics from Pesticide Studies
    - Over 5 million pounds of agricultural pesticides are sprayed in Ventura County each year (data from 2015-2020). Over 20% of pesticides applied are linked to cancer (Temkin and Naidenko, 2022).
    - In the City of Oxnard, more than 10 tons of pesticides are applied each year per square mile, or 0.48 lbs per square foot (Temkin and Naidenko, 2022).
    - Commelin et. al. found that the amount of solid phase pesticides in runoff from an agricultural catchment could range from 12 to 3700 times that of the dissolved phase
        - 69% of dissolved phase transport occurs within the first 10 days after application (Commelin et al., 2022).
        - solid phase transport is lagged where it takes 100 days for 90% of pesticides to make their way into runoff (Commelin et al., 2022).

- In surveys of irrigation and resulting runoff from 17 agricultural facilities in California, only 2 of the facilities' irrigation produced runoff that exited the property. Both of these facilities had consistent flows during dry periods, indicating that some facilities have chronic mismanagement of irrigation runoff, while others have it well under control (Mangiafico et al., 2009).

In a study of the San Diego River Watershed, Wolfand et. al. measured pesticide concentrations in stormwater at multiple locations and used the data to construct a watershed/BMP model using SUSTAIN, the researchers simulated pesticide load reductions from biofiltration BMPs with and without biochar amendments, with both filtration and infiltration-type outflows.

- Building off of pesticide removal rates from previous studies, they found that standard biofiltration infiltration BMPs could reduce 55-79% of pesticides (Wolfand et al., 2019).
- Biochar amended BMPs would reduce 82-93% of pesticide loads (Wolfand et al., 2019).
- In order to reduce all influent pesticides measured in San Diego, it would require a combination of filtration and infiltration style BMPs, as using all infiltration BMPs would remove enough water from the system to actually concentrate pesticides in the receiving water (Wolfand et al., 2019).

Human fecal contamination poses a threat to stormwater and receiving water quality and to users of water bodies that are afflicted. Fecal bacteria are a priority contaminant across southern California and numerous studies have been conducted to characterize the degree of impairment of waterways and the likely sources of contamination. The Southern California Coastal Water Research Project published a study in 2024 prompted by a 2019 Investigative Order by the San Diego Regional Water Quality Control Board that identified the most likely contributors of fecal bacteria to the San Diego River Watershed. The main sources identified were homeless encampments, leaking septic tanks, leaking private sewer laterals, private sanitary sewer overflows, leaking public sewers, and public sanitary sewer overflows, with the latter three being the most prominent (Schiff et. al., 2024). The main strategies have been vetted and proposed to mitigate fecal bacteria in stormwater are nonstructural source control measures. Structural control measures for bacteria have a wide range of performance, sometimes contributing bacteria to the system (Wolfland et. al., 2018; Taylor et. al., 2018). Therefore, source control measures are the most effective way to mitigate fecal bacteria in stormwater systems (Craftwater Engineering, Inc. 2022).

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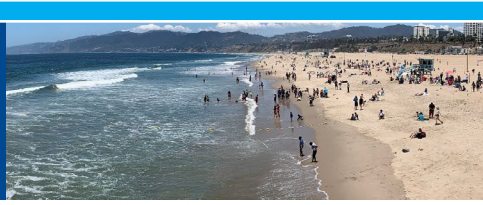


CITY OF OXNARD CALIFORNIA

FIELD VISIT NOTES

PROJECT: Channel Island Harbor Water Quality Feasibility Study and Implementation Plan

SUBJECT: Field Visit

TIME: 10AM, July 8, 2024

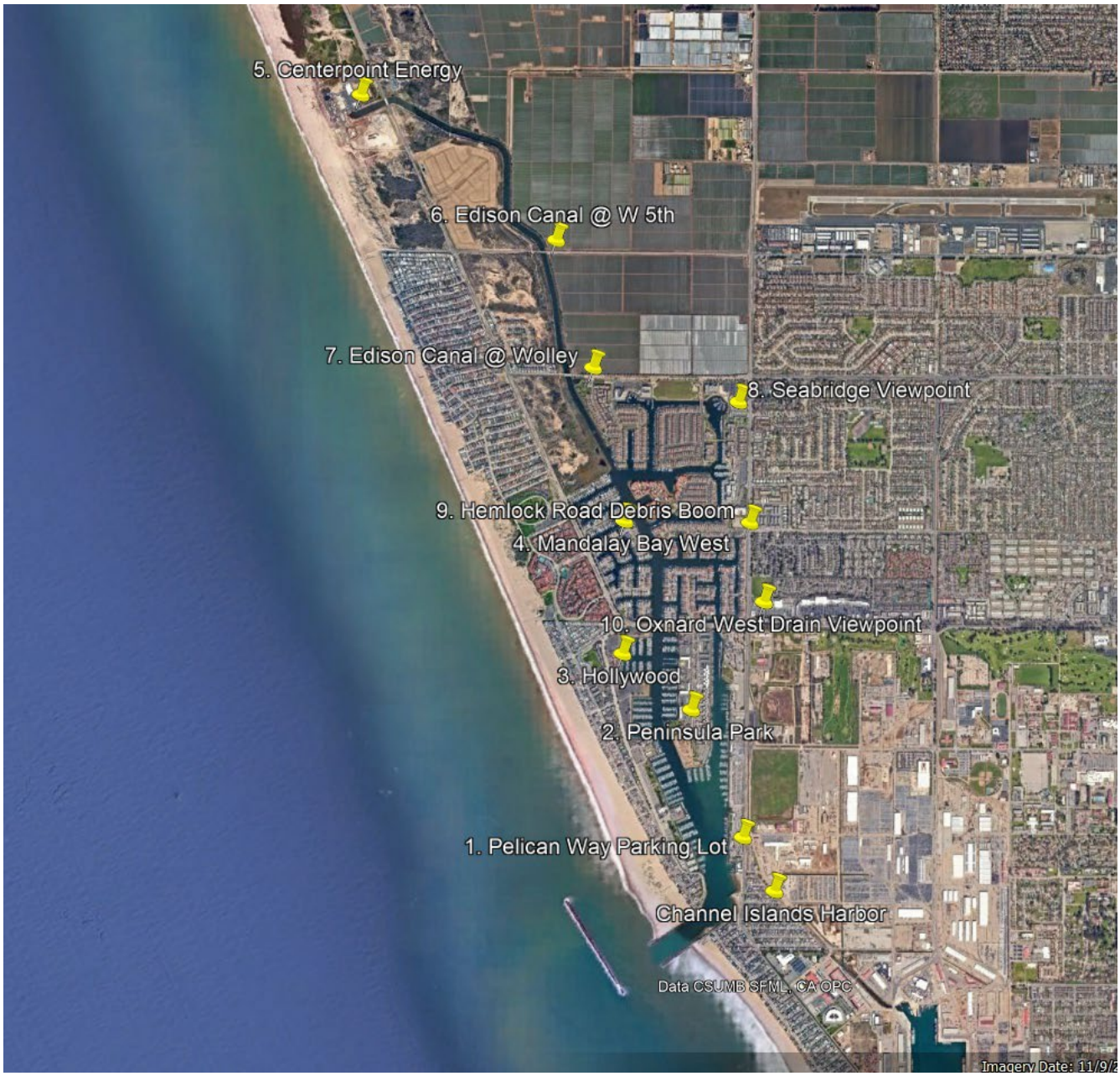
LOCATION: 4151 S. Victoria Ave. Oxnard, CA 93035 (Meeting Spot in Parking Lot adjacent to Pelican Way)

GENERAL NOTES

- Field visit attendees:
  - City of Oxnard (City): Anthony Miller, Sarah Rowley
  - Consultant team: Bryn Evans, Brianna Datti, Randy Wade, Emily McCord
- Attendees met at designated location/time and briefly discussed safety and overall field visit goals.
  - Goal: Provide consultant team a geographic and informational overview of Harbor features and attributes for use in planning and execution of the feasibility study and implementation plan.
- Four main Harbor communities identified: Seabridge, Westport, Mandalay Bay, Harbor Island
  - Seabridge and Westpoint developed around 2003, Mandalay Bay and Harbor Island in 1970s
- Ten locations were visited (Figure 1).
- County of Ventura (County) and City have shared jurisdiction/responsibility in the Harbor- effectively bifurcated by the W Channel Islands Boulevard bridge. Other coordinating entities include the Army Corp and Coast Guard
- City previously was doing regular debris maintenance (manual removal of debris in Harbor) – communities decided to stop funding this a few months ago
  - **City to provide any data available from previous debris removal efforts[1]
  - City previously investigated a mechanical skimmer, but did not proceed with as cost-prohibitive
- The team discussed whether boat cleaning is a potential concern with metals in Mandalay Bay
  - Booms/submerged booms are meant to be placed around boats during any cleaning
  - **Note copper removed from 303(d) list – Craftwater to provide summary of listing decisions
- Noted no debris screens on non-City storm drains (all but one of City drainage to harbor have screens)
- City filters are on a 5-year replacement intended schedule, 2-year inspection frequency
  - Replaced filters in mass last year, working to get back on track with maintenance
  - Power washing filters was previously considered, but was cost prohibitive

[1] ** Flagged lines are action items for City/Consultant team to follow up on.

Figure 1. Field visit site locations.



SITE SUMMARIES

1. **Meeting point at Pelican Way and Channel Island Harbor Inlet; Kiddie/Hobie Beaches**
    - Army Corps of Engineers is responsible for maintenance at mouth of harbor
        i. Responsible for dredging operations
    - Limited maintenance occurs in this immediate area
    - Recreation areas at Silver Strand, Kiddie, and Hobie beaches
    - Recreational and residential surrounding land use
    - Water Quality Observations:
        i. Very little trash observed
        ii. Water appears clear
        iii. No visible suspended sediment

Channel Islands Harbor Inlet from Silver Strand Beach	Channel Islands Harbor Inlet from Silver Strand Beach
Surf School at Silver Strand Beach	Kiddie Beach in foreground, Hobie Beach in background; taken from Silver Strand Beach

2. Channel Island Harbor @ Peninsula Park

- County responsible for harbor maintenance in this area, this is main channel and located near harbor mouth
- Mostly commercial/multi-family residential land use
- Public dock located here, popular kayak launch
- Water Quality Observations:
    i. Visible current/circulation observed in harbor
    ii. Very little trash observed
    iii. Water appears clear

Channel Island Harbor from Peninsula Park, facing northwest	Channel Island Harbor from Peninsula Park, facing south
Parked commercial vessels	

3. **Channel Island Harbor @ Hollywood / Harbor Landing**
    - County harbor maintenance responsibility in this area
    - Surrounding land use mostly commercial/parking lots, some residential
    - High density of boat slips
    - Stormwater drain outfalls are not outfitted with trash screens in this area
    - Water Quality Observations:
        i. Water appears somewhat cloudy but mostly clear (bottom still visible)
        ii. Less water circulation, more isolated area of harbor
        iii. Small amount of surface film/scum present at margins
        iv. No trash present

View of Channel Island Harbor from Harbor Landing, facing east	Stormwater outfall at northwest corner of parking lot
Surface scum at margin of harbor	

4. **Channel Island Harbor @ Mandalay Bay West**
    - City harbor maintenance responsibility in this area.
    - Residential land use
        i. Single family residences with individual boat slips
        ii. “Pocket” parks between some houses
    - Some areas of shallow water area, dredged previously in 2004
    - Marine wildlife activity has been noted in this area
    - Most curb inlets drain directly to harbor with no trash screens
    - Water Quality Observations:
        i. Some surface film/scum present
        ii. Some suspended silt observed
        iii. Small amount of trash observed

Channel Island Harbor at Mandalay Bay West, facing southwest

Channel Island Harbor at Mandalay Bay West, facing southeast

Channel Island Harbor at Mandalay Bay West, facing south

Surface scum near margin of harbor

5. **Edison Canal @ One Mandalay**
    - Both Mandalay and McGrath power plants are entirely decommissioned, Peaker power plant still runs occasionally
        i. Plans to be torn down
        ii. CenterPoint property recently sold to One Mandalay, currently being used for filming
    - Industrial land use and open space in surrounding area
    - Site visit team granted access to CenterPoint Energy site through gate by onsite security guard
    - Water Quality:
        i. Significant amount of trash observed along banks
        ii. Significant periphyton layer on submerged surfaces
        iii. Water appears more cloudy/silty than main harbor
        iv. Little to no current/circulation observed; stagnant
        v. Oil observed leaking from pumps

Edison Canal with McGrath power plant in background, One Mandalay power plant inlet pump structure at right edge of frame

One Mandalay power plant inlet pump structure

One Mandalay power plant

6. **Edison Canal @ W 5th Street**
    - Surrounding land use is agricultural and open space
    - Significant flow observed from western-draining channel adjacent to W 5th Street
        i. primarily draining surrounding agricultural lands
        ii. extensive drain system over large agricultural area
        iii. Noted as some of the oldest built drains leading to harbor
    - Houseless community (100-200 people) noted living in areas adjacent to canal
        i. City coordinates with County Human Services Agency
    - Water Quality Observations:
        i. Significant trash observed in water and on banks
        ii. Little/no current/circulation observed; stagnant
        iii. Similar suspended silt as most of harbor
        iv. Some periphyton on submerged surfaces

Agricultural drain flowing towards Edison Canal at W 5th st, facing east

Outfall for agricultural drain flowing towards Edison Canal at W 5th st, facing east

Outfall for drain flowing towards Edison Canal at W 5th st, facing north

Outfall for drain flowing towards Edison Canal at W 5th st, facing west

7. **Edison Canal @ W. Wooley Rd**
    - Surrounding land use is agricultural and the Westpoint residential community
    - Debris screen installed as part of housing development
        i. Tetra Tech is responsible for canal and debris screen maintenance under the power plant contract; City is responsible for harbor maintenance up to debris screen
        ii. City Code Compliance typically requests cleanup every ~3-6 months
        iii. Dead marine animals have been observed here
    - Some transient/houseless people have been observed in the area
    - Water Quality Observations:
        i. Trash observed in water and on banks
        ii. Little/no current/circulation observed; stagnant
        iii. Similar suspended silt as most of harbor
        iv. Some periphyton on submerged surfaces

Edison Canal agricultural drain outfall at W. Wooley Rd, facing east

Edison Canal drain outfall at W. Wooley Rd, facing west

Edison Canal agricultural drain outfall at W. Wooley Rd, facing west

Edison canal at W. Wooley Rd, facing south

8. **Channel Island Harbor @ Seabridge Marketplace**
    - City harbor maintenance responsibility in this area
    - Community gathering/anchor point, park space adjacent to water, commercial boat tours
    - Surrounding land use is commercial, residential, and open space
        i. Farthest corner of harbor from main channel
        ii. Area experiences most circulation issues
    - Six bubble aerators running in this section of harbor
    - Debris removal service (no longer in operation) used to visit this area most frequently
    - **Stormwater BMPs present in area, City to follow up on number of filter units and specifications
    - City conducts daily debris removal and landscaping on adjacent park/open space
        i. No pesticides or herbicides applied to prevent contaminant contribution to harbor
    - Water Quality Observations:
        i. Little current/circulation observed; stagnant
        ii. Some periphyton on submerged surfaces
        iii. Significant amount of scum on water surface on margins

Channel Islands Harbor at Seabridge Marketplace, facing north	Surface film at Seabridge Marketplace
Surface film at Seabridge Marketplace	Aerator at Seabridge Marketplace

Aerators at Seabridge Marketplace

9. Channel Island Harbor @ Hemlock Road Debris Boom

- City harbor maintenance responsibility
- East side of Mandalay Bay community
    i. Some residences noted as long term rentals
- Surrounding land use is residential
    i. Debris boom captures trash from residential community to east
- Water Quality Observations:
    i. Observed surface film/scum
    ii. Small amount of trash observed in water and trapped in boom
    iii. Similar suspended silt compared to most of harbor
    iv. Some periphyton on submerged surfaces
    v. Small amount of circulation/eddies observed

Hemlock Road outfall debris boom

Channel Islands Harbor at Hemlock Road debris boom, facing southwest

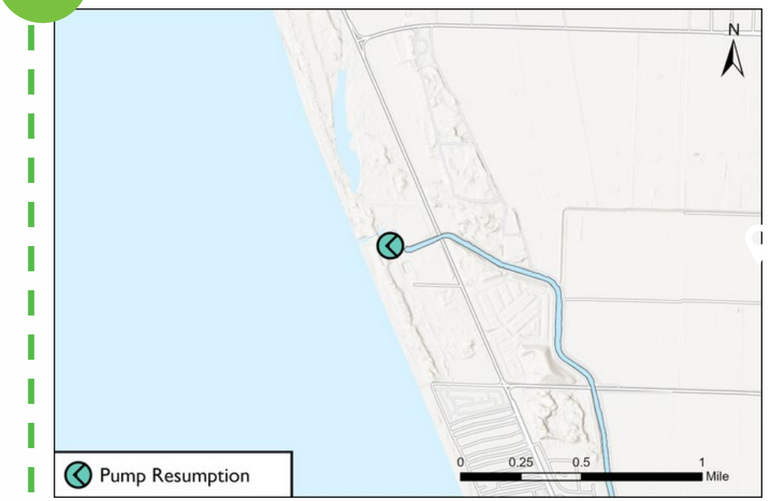
Surface scum in corner eddy

10. **Oxnard West Drain/Channel Islands Harbor Outfall**
    - Two locations visited, drain channel in median of W. Channel Island Blvd and drain's outfall into harbor at northwest corner of intersection of W. Channel Island Blvd. and Victoria Ave.
    - Within Port Hueneme jurisdiction, also adjacent to Navy base
    - Runs for almost 1.5 miles as open channel
    - Surrounding land uses are recreational (golf course) commercial, and residential
    - Tidal influence
    - Water Quality:
        i. Water appeared to have similar clarity to main harbor

Oxnard West Drain, facing east	Oxnard West Drain, facing west
Oxnard West Drain outfall to Channel Islands Harbor	Channel Islands Harbor at Oxnard West Drain outfall

RECEIVING WATER STRATEGIES

Edison Canal Pump Resumption – 67 MGD



PROJECT DESCRIPTRION

This alternative involves the rehabilitation and resumption of pumping at the northern end of the Edison canal. The existing pump house infrastructure would have to be refurbished and the pumps would be replaced. Water would be extracted from the canal adjacent to the pump house and discharged to the ocean side in a similar fashion to what had occurred while the power station was operational. The activation of the pumps serves to draw fresher harbor water further up the canal potentially providing better water quality to the northern reaches of the system.

LOCATION

The previously decommissioned Mandalay Generating Station once-through-cooling pumps.

PROJECT COST ESTIMATE

Capital Cost ($)	$36,900,000
Annual O&M Costs ($)	$1,144,066

Cost Assumptions:

- Potential cost savings due to prior existence of pumping system
- Potential additional costs for conduction of studies to support ongoing permitting efforts.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Coordination with County departments/agencies recommended.
- Potential need for Encroachment Permit.
- Fish entrainment mitigation likely.
- Consultation with regulators recommended.
- Potential need for detailed/long-term special studies to support permitting efforts.

Timeline:

- Mid-term design/construction timeline.
- Permitting 3-10 yrs; Operational rehabilitation 0.5-2 yrs.

Long-term O&M:

- Ongoing pump operation expected to call for recurring energy and routine maintenance costs.
- Potential need for upgrades to reduce impacts to marine life.
- Potential City/County/private/Coastal Commission partner(s).

Other:

- Potential need for mechanical equipment upgrades due to extended period of inactivity.
- May require specialized operating staff.
- Private/utility parcel ownership.

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):
Max RT: 22.99
Average RT: 11.73

Additional Community Benefits

- Potential educational and recreational opportunities.
- Potential benefits to environmentally vulnerable community.

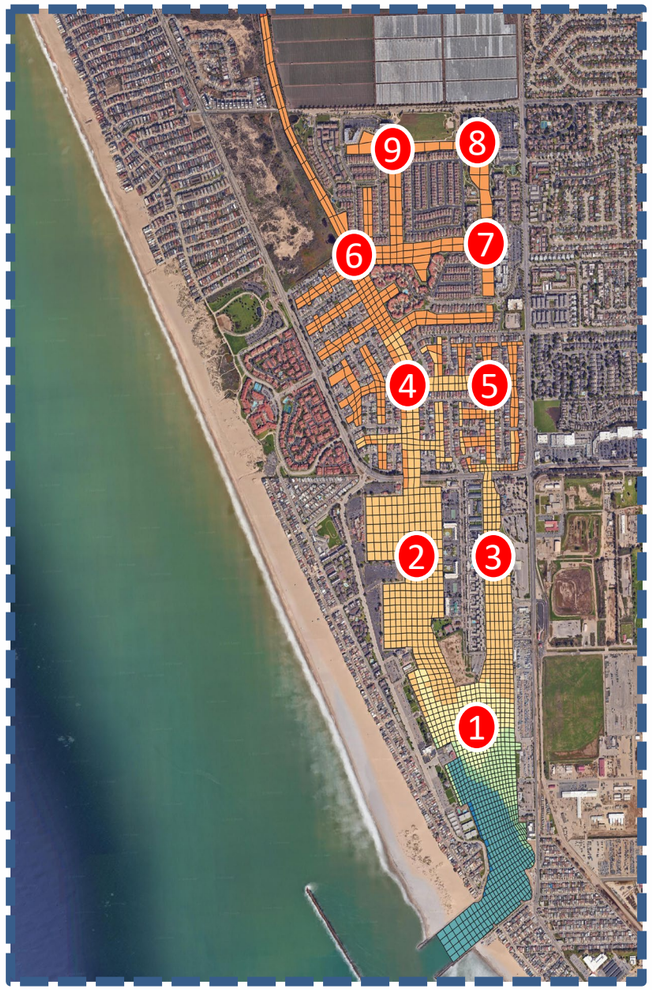
Model methods

- Water withdrawal specified at the location of the previous pump station that serviced the powerplant.
- Long term average withdrawal rate (67 MGD) used.

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – EDISON CANAL PUMP RESUMPTION – 67 MGD

CANAL / HARBOR ZONES

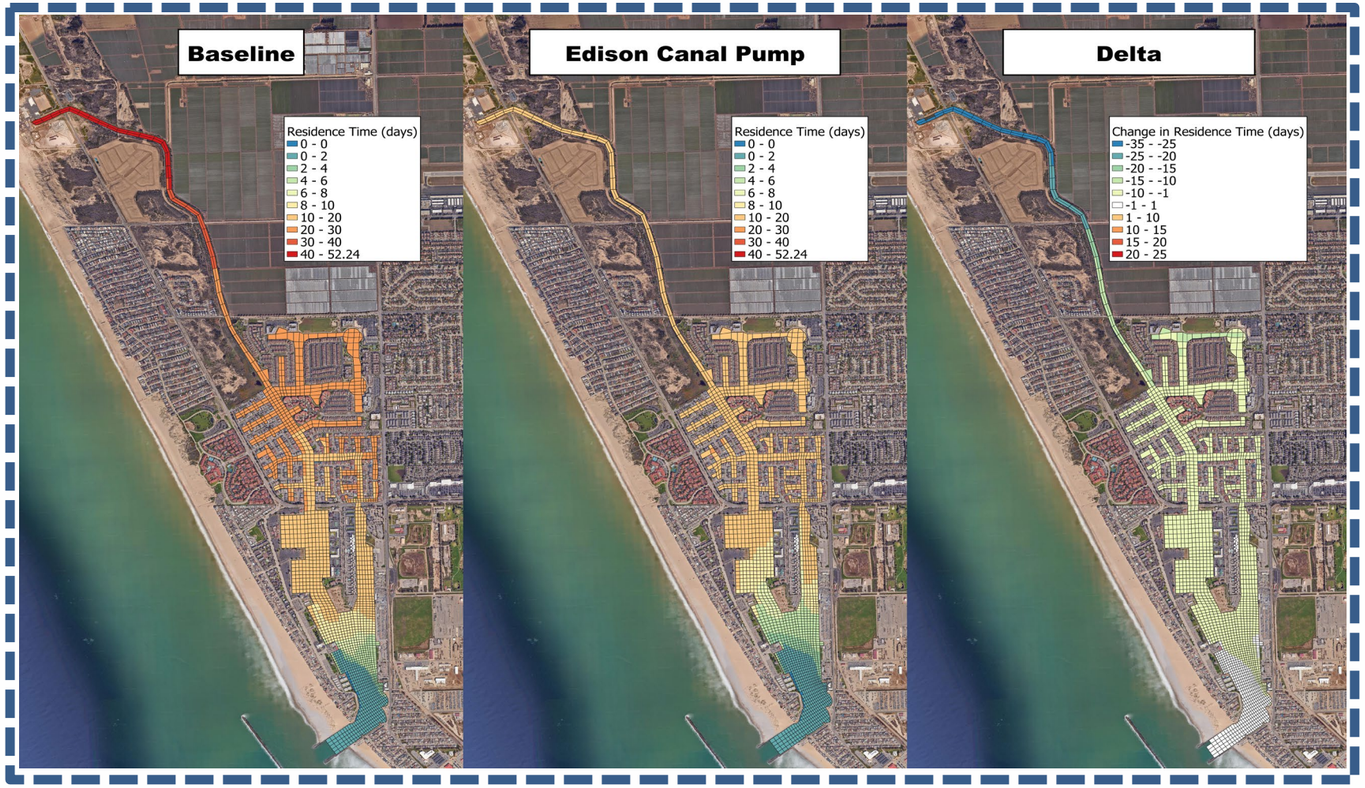


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Edison Canal Pump Resumption (67 MGD) strategy results in an average residence time reduction of 46% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	8.04	1.92	29.28
Zone 2	0	0	0	0	0	11.00	1.92	33.13
Zone 3	0	0	0	0	0	14.50	2.61	36.22
Zone 4	0	0	0	0	0	12.44	1.92	34.50
Zone 5	0	0	0	0	0	18.49	3.23	37.32
Zone 6	0	0	0	0	0	13.20	1.24	35.46
Zone 7	0	0	0	0	0	12.99	1.24	35.88
Zone 8	0	0	0	0	0	12.37	0.82	35.40
Zone 9	0	0	0	0	0	14.02	1.31	36.43

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

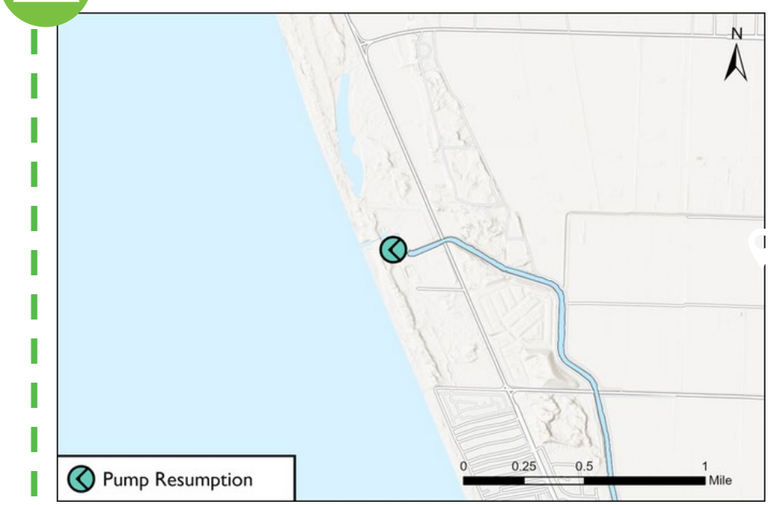
CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Edison Canal Pump Resumption (4.3 MGD)



PROJECT DESCRIPTRION

This alternative involves the rehabilitation and resumption of pumping at the northern end of the Edison canal. The existing pump house infrastructure would have to be refurbished and the pumps would be replaced. Water would be extracted from the canal adjacent to the pump house and discharged to the ocean side in a similar fashion to what had occurred while the power station was operational. The activation of the pumps serves to draw fresher harbor water further up the canal potentially providing better water quality to the northern reaches of the system.

LOCATION

The previously decommissioned Mandalay Generating Station once-through-cooling pumps.

PROJECT COST ESTIMATE

Capital Cost ($)	$29,520,000
Annual O&M Costs ($)	$915,253

Cost Assumptions:

- Potential cost savings due to prior existence of pumping system
- Potential additional costs for conduction of studies to support ongoing permitting efforts.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Coordination with County departments/agencies recommended.
- Potential need for Encroachment Permit.
- Fish entrainment mitigation likely.
- Consultation with regulators recommended.
- Potential need for detailed/long-term special studies to support permitting efforts.

Timeline:

- Mid-term design/construction timeline.
- Permitting 3-10 yrs; Operational rehabilitation 0.5-2 yrs.

Long-term O&M:

- Ongoing pump operation expected to call for recurring energy and routine maintenance costs.
- Potential need for upgrades to reduce impacts to marine life.
- Potential City/County/private/Coastal Commission partner(s).

Other:

- Potential need for mechanical equipment upgrades due to extended period of inactivity.
- May require specialized operating staff.
- Private/utility parcel ownership.

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):
Max RT: 42.93
Average RT: 18.87

Additional Community Benefits

- Potential educational and recreational opportunities.
- Potential benefits to environmentally vulnerable community.

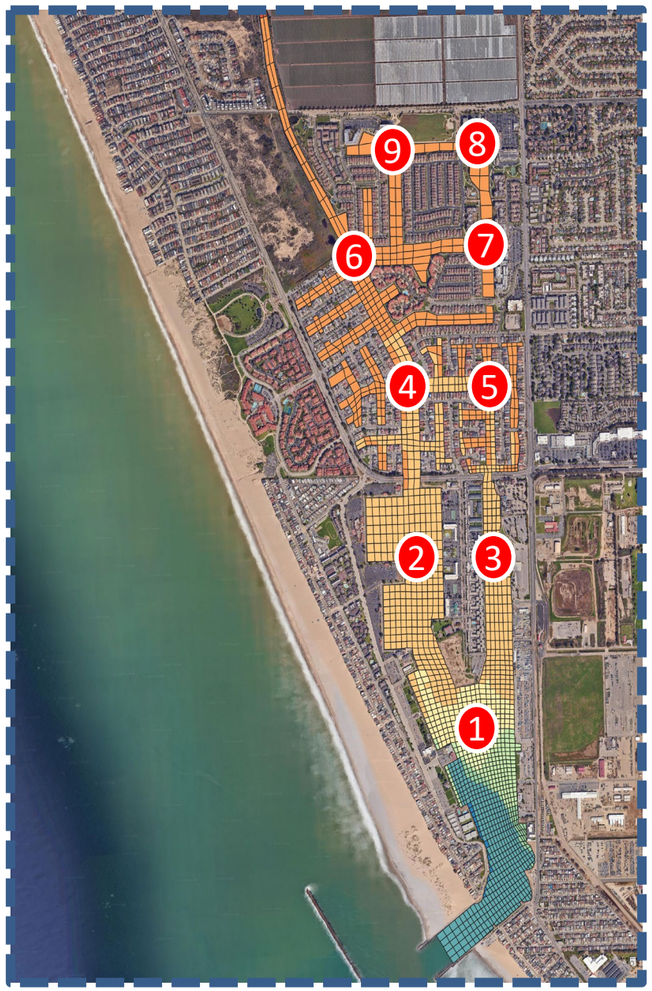
Model methods

- Water withdrawal specified at the location of the previous pump station that serviced the powerplant.
- Low-capacity withdrawal rate (4.3 MGD) used.

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – EDISON CANAL PUMP RESUMPTION (4.3 MGD)

CANAL / HARBOR ZONES



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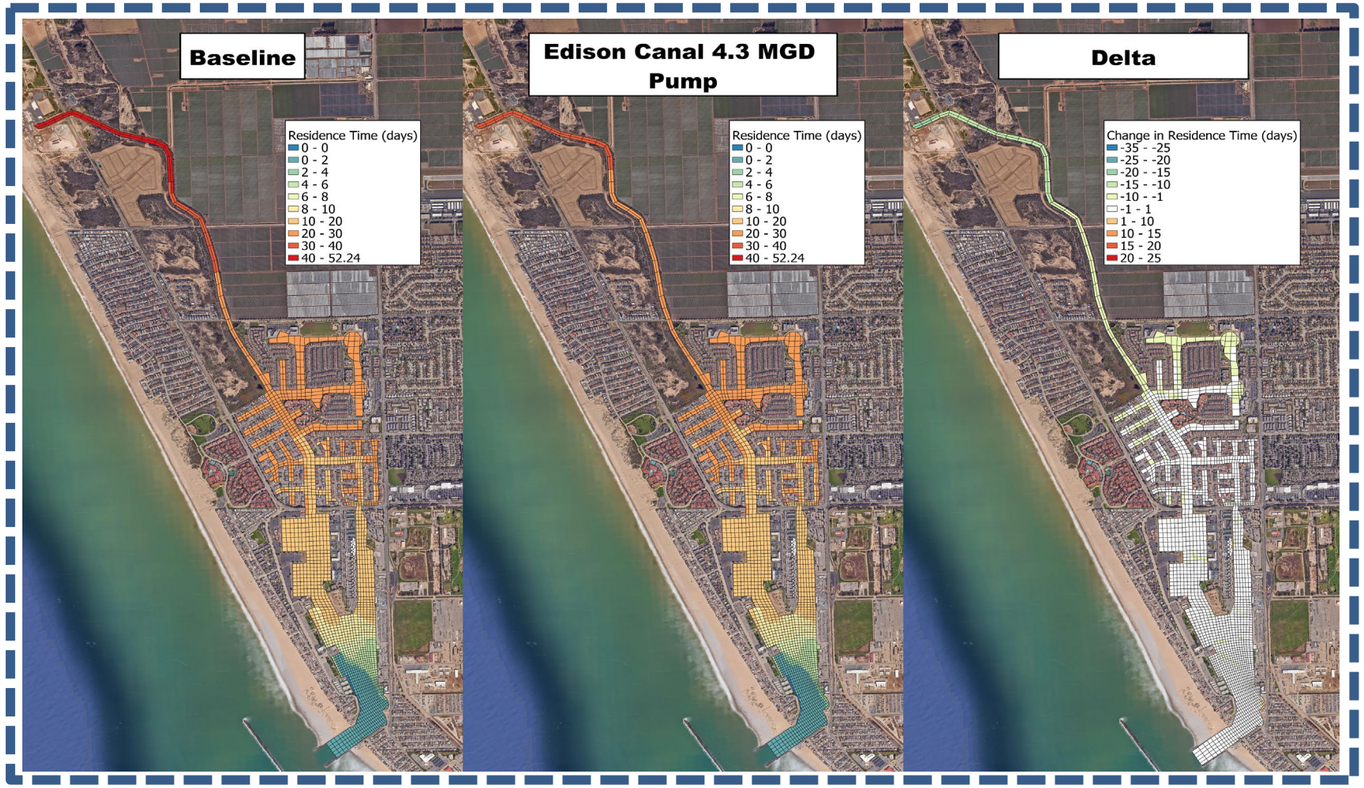
MODEL RESULTS

Harbor circulation model results indicate the Edison Canal Pump Resumption (4.3 MGD) strategy results in an average residence time reduction of 14% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	0	0.82	31.04
Zone 2	0	0	0	0	0	0	0.55	33.79
Zone 3	0	0	0	0	0	0	1.65	37.36
Zone 4	0	0	0	0	0	0	1.10	35.16
Zone 5	0	0	0	0	0	0	2.47	37.64
Zone 6	0	0	0.27	0	0	0	1.37	34.62
Zone 7	0	0	0	0	0	0	0.27	35.44
Zone 8	0	0	0	0	0	0	0	35.44
Zone 9	0	0	0	0	0	0	0.55	35.44

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

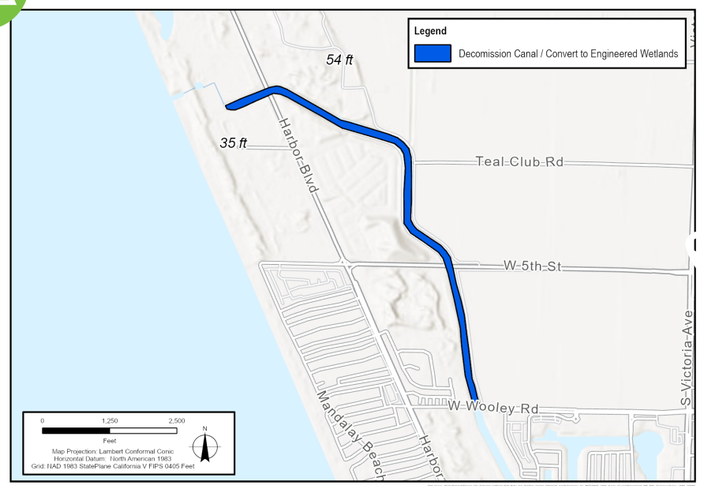
CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Decommission Canal/Convert to Engineered Wetlands



PROJECT DESCRIPTRION

This regional scale restoration approach would involve the installation of a dam at Wooley Bridge intended to hydrologically disconnect the Harbor and direct agricultural discharge to the historic wetlands at 5th Street / Harbor Blvd. Wetlands serve as a natural means of water filtration and would be beneficial in reducing loads of pollutants such as nutrients and pesticides entering waterways due to agricultural runoff. Enhanced strategies focus on overall planning and design improvements as well as engineering design regarding the prospective dam at Wooley Bridge with the intention of maximizing water quality benefits and ensuring proper functionality of the engineered wetlands.

LOCATION

Dam at Wooley Bridge and wetlands in North section of canal, from W Wooley Rd to Harbor Blvd.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Grading, Land-Use, Coastal Development Permits.
- NPDES CG Permit during construction.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

Long-term O&M:

- Regular monitoring and maintenance.
- Periodic inspections for functionality.
- Ongoing maintenance costs.
- Potential City/County/Coastal Commission partner(s).

Timeline:

- Long-term design/construction.
- Permitting 3-10 years; Construction 2-5 years.

Other:

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

PROJECT COST ESTIMATE

Capital Cost ($)	$103,000,000
Annual O&M Costs ($)	$4,049,244

Cost Assumptions:

Refer to cost estimate document.

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):
Max RT: 31.69
Average RT: 13.16

Additional Community Benefits

- Enhanced local biodiversity, habitat creation.
- Improved water quality, flood control.
- Community engagement & education.
- Benefits to disadvantaged or socially/environmentally vulnerable community.

Model methods

- Canal cells removed from model domain and do not contribute to the water exchange/circulation in the southern portions of the harbor.

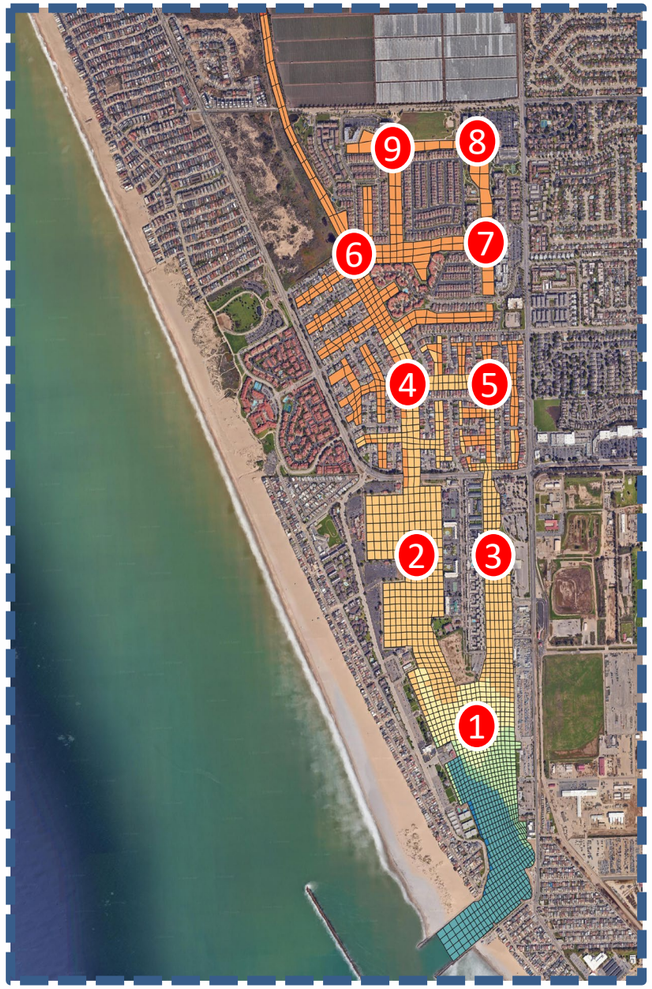
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – DECOMMISSION CANAL/CONVERT TO ENGINEERED WETLANDS

CANAL / HARBOR ZONES

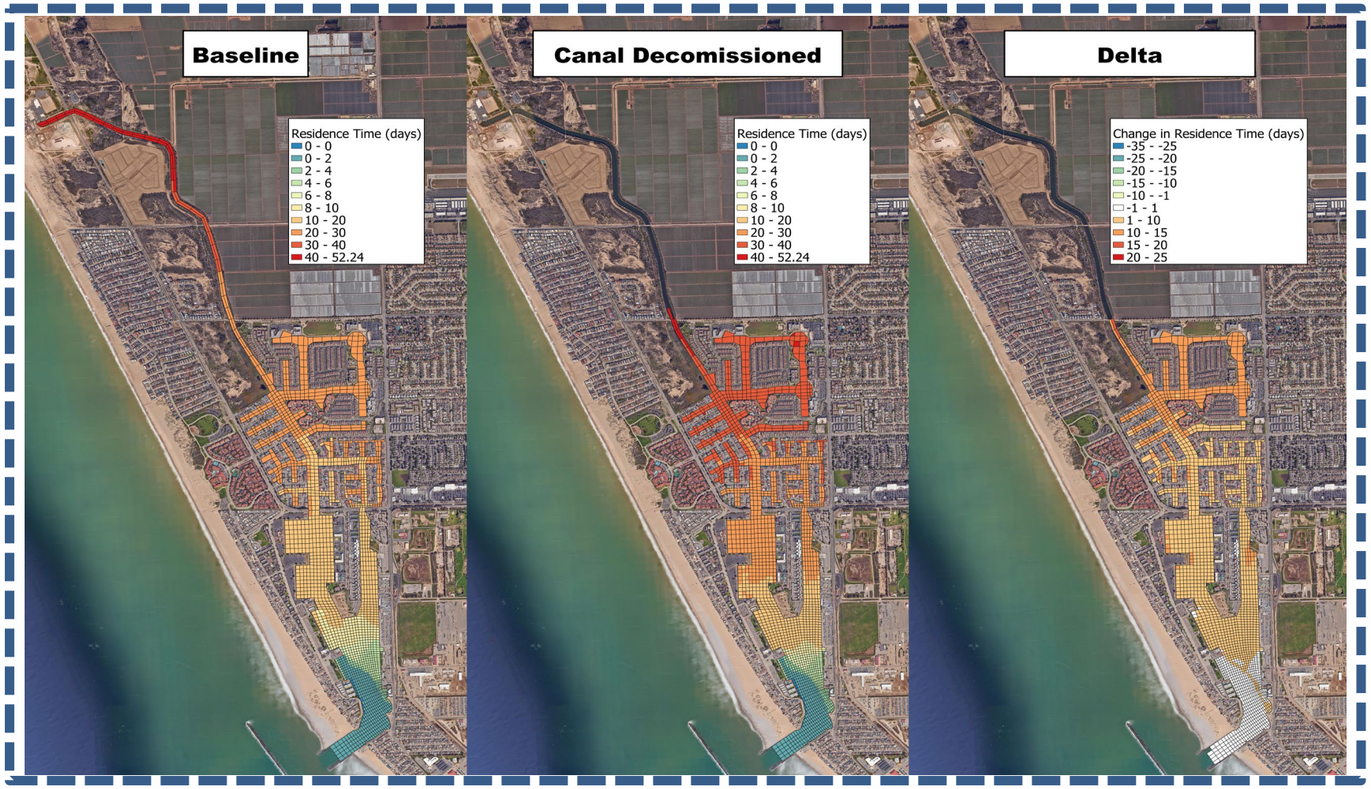


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Decommission Canal/Convert to Engineered Wetlands strategy results in an average residence time reduction of 40% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	12.85	3.02	37.59
Zone 2	0	0	0.14	0	0	14.57	4.05	40.14
Zone 3	0	0	0.34	0	0	16.43	5.36	41.31
Zone 4	0	0	0.27	0	0	13.75	3.09	40.00
Zone 5	0	0	0.34	0	0	19.73	7.84	41.65
Zone 6	0	0	1.10	0	0	13.68	2.47	39.73
Zone 7	0	0	0	0	0	13.33	2.41	39.18
Zone 8	0	0	0	0	0	13.81	2.54	39.68
Zone 9	0	0	0	0	0	11.68	1.72	38.21

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

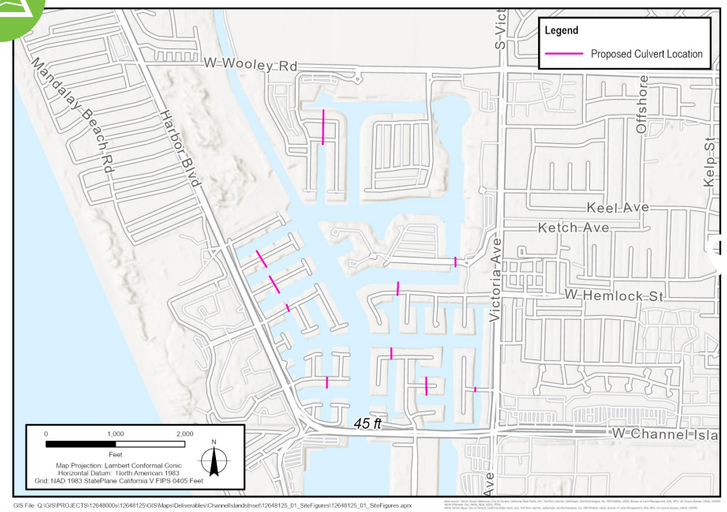
CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Passive Circulation Enhancements



PROJECT COST ESTIMATE

Capital Cost ($)	$25,100,000
Annual O&M Costs ($)	$6,608

Cost Assumptions:

Refer to cost estimate document.

PROJECT DESCRIPTRION

Passive circulation enhancements would be achieved through the installation of culverts within the Harbor and with the intention of connecting different marinas and subsequently improving overall water circulation. Functionally, these operate by using a segment of conduit to transport water underneath roadways or other structures and subsequently reducing stagnation in areas where circulation may otherwise be of concern. Culverts consist of an entrance, outlet, and culvert barrel. Typical culvert shapes include circular pipes and rectangular boxes, as well as ellipses and arches. These could be installed at various identified in-Harbor problem areas. Enhanced strategies focus on improved planning and engineering design as well as increased implementation of culverts across a wider range of problem areas within the Harbor. It should be noted Mandalay Bay vaults were assessed during the site visit, but no inlets or outlets were seen or had information hence the circulation would be restricted.

LOCATION

10 sites within the Harbor between existing properties

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Grading, Land-Use, Coastal Development Permits.
- NPDES CG Permit during construction.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

Long-term O&M:

- Regular monitoring and maintenance.
- Periodic inspections for functionality.
- Ongoing maintenance costs.
- Potential City/County/Coastal Commission partner(s).

Timeline:

- Long-term design/construction.
- Permitting 3-10 years; Construction 2-5 years.

Other:

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):
Max RT: 34.89
Average RT: 12.11

*It should be noted Mandalay Bay vaults were assessed during the site visit, but no inlet or outlets were seen hence the circulation would be integrated in a small restricted area.

Additional Community Benefits

- Natural water flow improvement & sediment reduction.
- Enhanced aquatic habitat, biodiversity.
- Recreational & educational opportunities.
- Benefits to environmentally vulnerable community.

Model methods

- Series of 10 culverts are placed throughout the harbor to passively connect and exchange water across smaller canals.

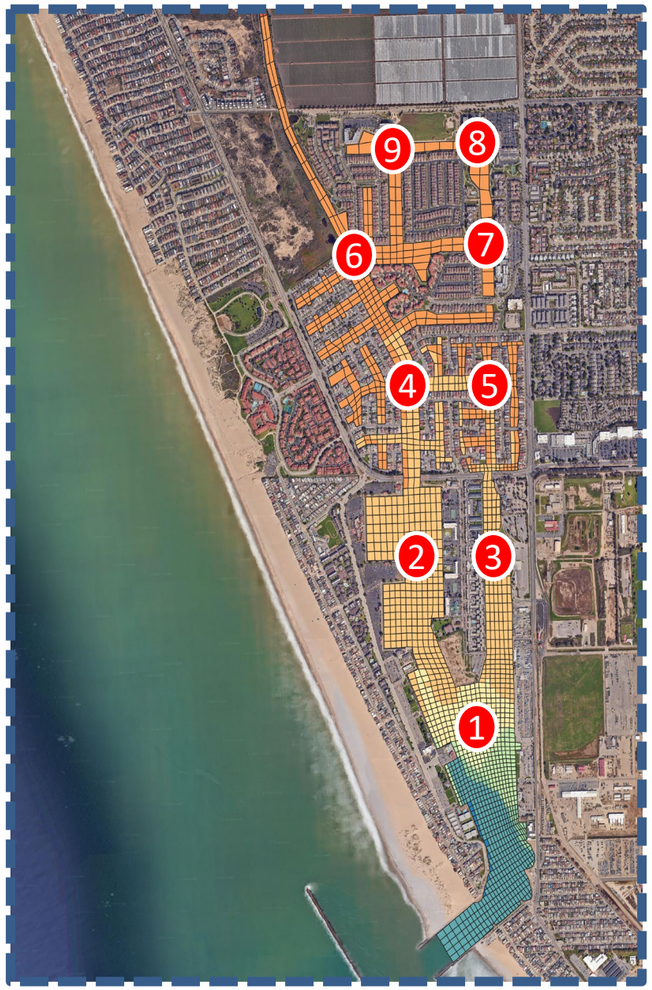
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Department of the Interior Fish and Wildlife Service Coastal Program (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – PASSIVE CIRCULATION ENHANCEMENTS

CANAL / HARBOR ZONES

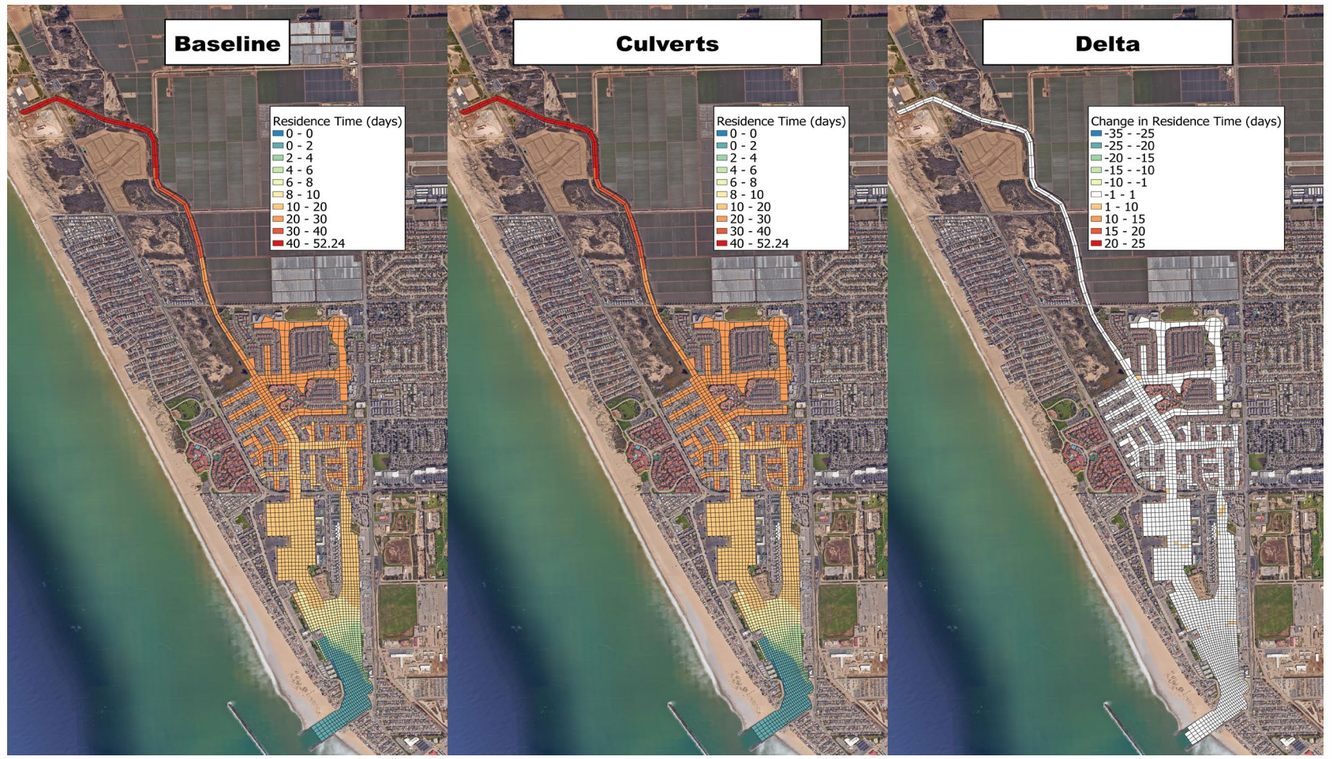


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Passive Circulation Enhancements strategy results in an average residence time reduction of 45% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	7.91	1.86	30.56
Zone 2	0	0	0	0	0	10.86	1.86	33.95
Zone 3	0	0	0	0	0	14.64	2.82	36.63
Zone 4	0	0	0	0	0	12.78	1.92	34.85
Zone 5	0	0	0	0	0	19.52	4.81	38.28
Zone 6	0	0	0	0	0	13.29	1.40	35.52
Zone 7	0	0	0	0	0	13.20	1.31	35.53
Zone 8	0	0	0	0	0	12.51	1.03	35.74
Zone 9	0	0	0	0	0	14.16	1.44	35.95

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Open Passive Edison Canal Connection to Ocean

PROJECT COST ESTIMATE

Capital Cost ($)	$82,030,000
Annual O&M Costs ($)	$789,514

Cost Assumptions:

Refer to cost estimate document.

PROJECT DESCRIPTRION

Construction of a second, potentially navigable Harbor entrance could serve to enhance natural tidal circulation of water in and around the Harbor. The location of this second canal connection would likely be at the power plant/pump station and would be beneficial for improving water quality through enhanced circulation and reduced stagnation/residence times. The passive nature of this strategy provides benefits in the form of long-term energy conservation, with the bulk of infrastructural/technological investment being limited to the initial implementation of the project itself and the water flow being primarily managed by natural processes. Key components include jettied or rip rap side banks to stabilize the inlet opening. Enhanced strategies focus on planning and design of the passive canal connection in addition to improved engineering design of the canal's structural components.

LOCATION

The previously decommissioned MGS, West to the Ocean.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Requires Grading, Land-Use, and Coastal Development Permits.
- NPDES CG Permit during construction.
- Mitigation monitoring required.
- Coordination with City/Regional/State Departments.
- Address utility constraints.

Timeline:

- Long-term design/construction.
- Permitting 3-10 years; Construction 2-5 years.

Long-term O&M:

- Regular monitoring and maintenance.
- Periodic inspections for functionality.
- Ongoing maintenance costs.
- Potential City/County/Coastal Commission partner(s).

Other:

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Department of the Interior Fish and Wildlife Service Coastal Program (Current)
- Department of Transportation Port Infrastructure Development Program (Current)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):

Max RT: 15.15

Average RT: 5.91

Additional Community Benefits

- Improved tidal exchange and water quality.
- Enhanced marine habitat connectivity.
- Potential for recreational and educational opportunities.
- Potential benefits to disadvantaged and socially/environmentally vulnerable community.

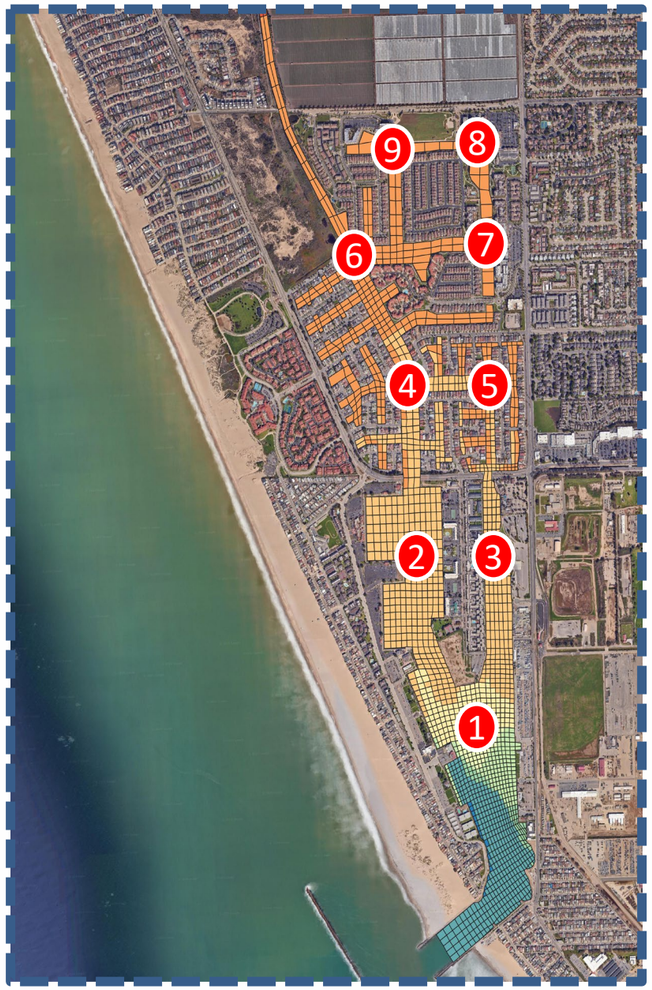
Model methods

- A new model grid is created which incorporates a 2nd inlet opening at the northern end of the Edison canal allowing the tide to propagate.

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – OPEN PASSIVE EDISON CANAL CONNECTION TO OCEAN

CANAL / HARBOR ZONES

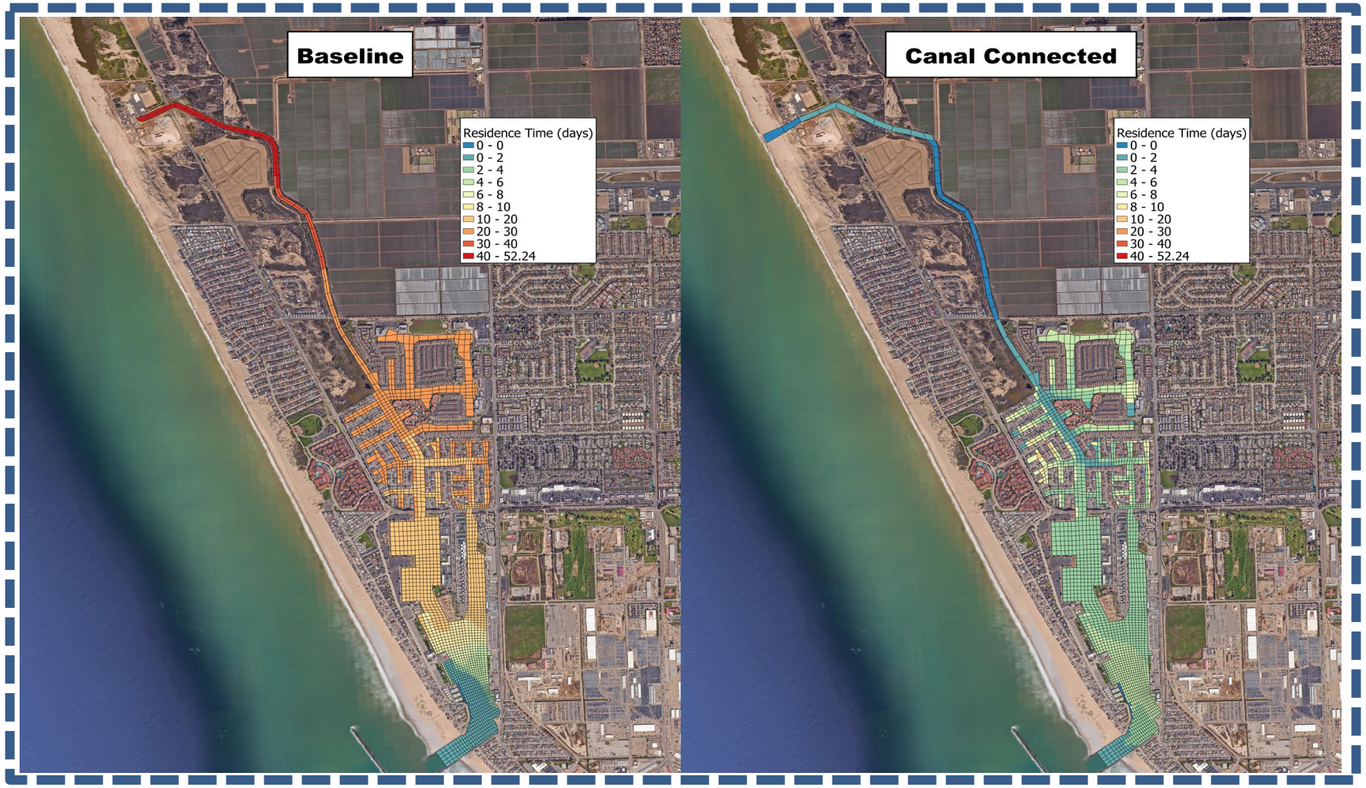


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Open Passive Edison Canal Connection to Ocean strategy results in an average residence time reduction of 73% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	13.05	2.14	34.88
Zone 2	0	0	0	0	0	13.33	2.21	34.05
Zone 3	0	0	0	0	0	17.89	4.70	36.67
Zone 4	0	0	0	0	0	14.23	3.04	32.73
Zone 5	0	0	0	0	0	21.62	7.80	37.71
Zone 6	0	0	0	0	0	17.54	2.42	30.39
Zone 7	0	0	0	0	0	16.44	2.62	34.74
Zone 8	0	0	0	0	0	16.71	2.21	34.39
Zone 9	0	0	0	0	0	16.99	3.04	33.84

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

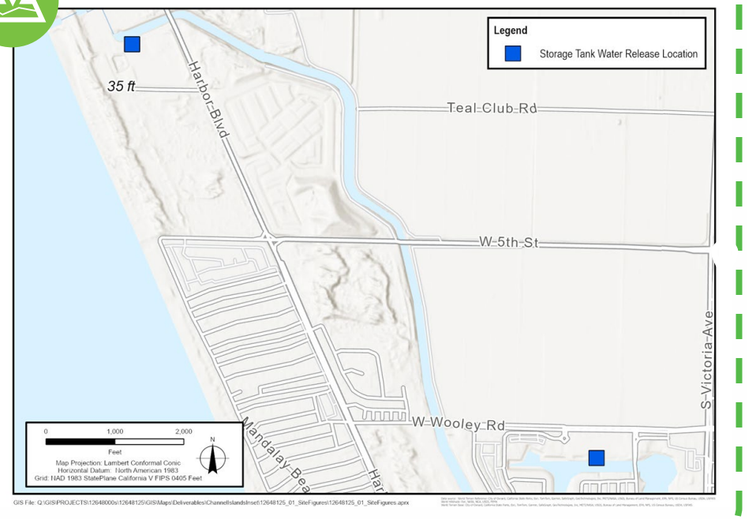
CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Storage Tank Water Release Between Canal/Harbor



PROJECT DESCRIPTRION

The implementation of a storage tank water release system between the canal and harbor could significantly enhance water management and quality in the area. The strategic placement of storage tanks near the canal and harbor would allow for controlled water release, improving circulation and reducing stagnation. This system would be particularly beneficial at locations such as the power plant/pump station, where enhanced water flow can mitigate residence times and promote healthier aquatic environments. The passive nature of this strategy offers long-term energy conservation benefits, with the primary investment focused on the initial setup of the storage tank release and associated infrastructure. This project aims to improve water quality and circulation through thoughtful engineering and sustainable practices, ensuring efficient water distribution and management within the harbor.

LOCATION

Dam at Wooley Bridge, wetlands in North section of Canal, MGS and North end of Harbor

PROJECT COST ESTIMATE

Capital Cost ($)	$9,200,000
Annual O&M Costs ($)	$410,131

Cost Assumptions:

Refer to cost estimate document.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Coordination with local and state agencies.
- Need for Water Quality Certification and Environmental Impact Assessment.
- Special studies to assess ecosystem impact.

Long-term O&M:

- Regular monitoring and maintenance.
- Periodic inspections for functionality.
- Ongoing maintenance costs.
- Potential City/County/Coastal Commission partner(s).

Timeline:

- Long-term design/construction.
- Permitting 3-10 years; Construction 2-5 years.

Other:

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- State Water Resource Control Board Replacing, Removing, or Upgrading Underground Storage Tanks (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):

Max RT: 28.74

Average RT: 11.97

Additional Community Benefits

- Improved water quality, controlled discharge management.
- Enhanced flood control and resilience.
- Habitat restoration, increased biodiversity.
- Recreational and educational opportunities.
- Benefits to socially vulnerable community.

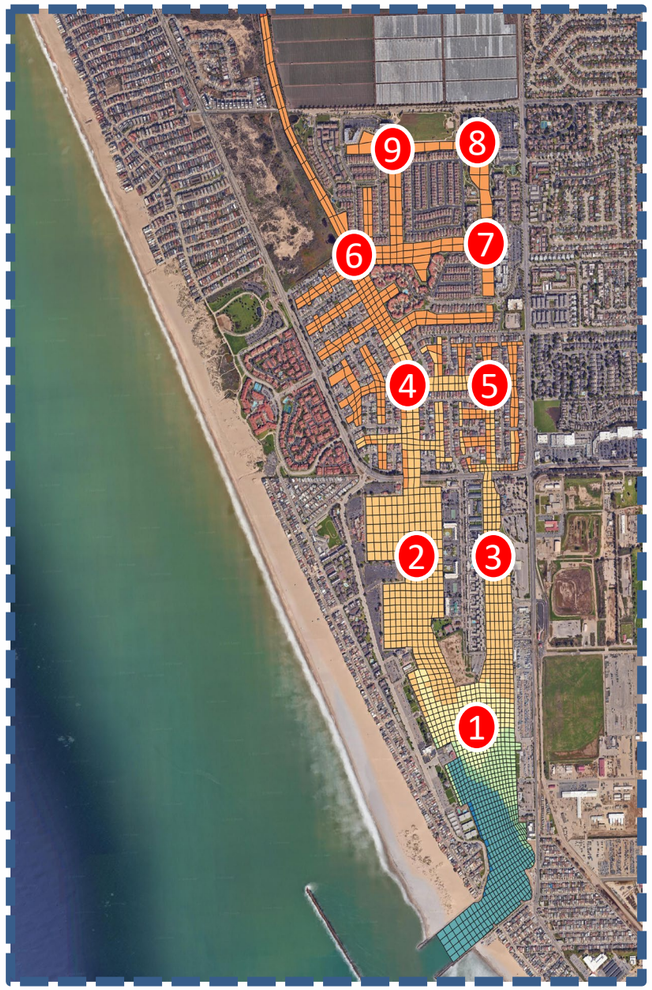
Model methods

- Timed water discharge to coincide with neap tide periods (~biweekly).
- Assumes (2) 50k gallon storage tanks will discharge into the harbor over a 6-hour period to help flush harbor.
- Canal cells removed from model domain and do not contribute to the water exchange/circulation in the southern portions of the harbor.

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – STORAGE TANK WATER RELEASE BETWEEN CANAL/HARBOR

CANAL / HARBOR ZONES

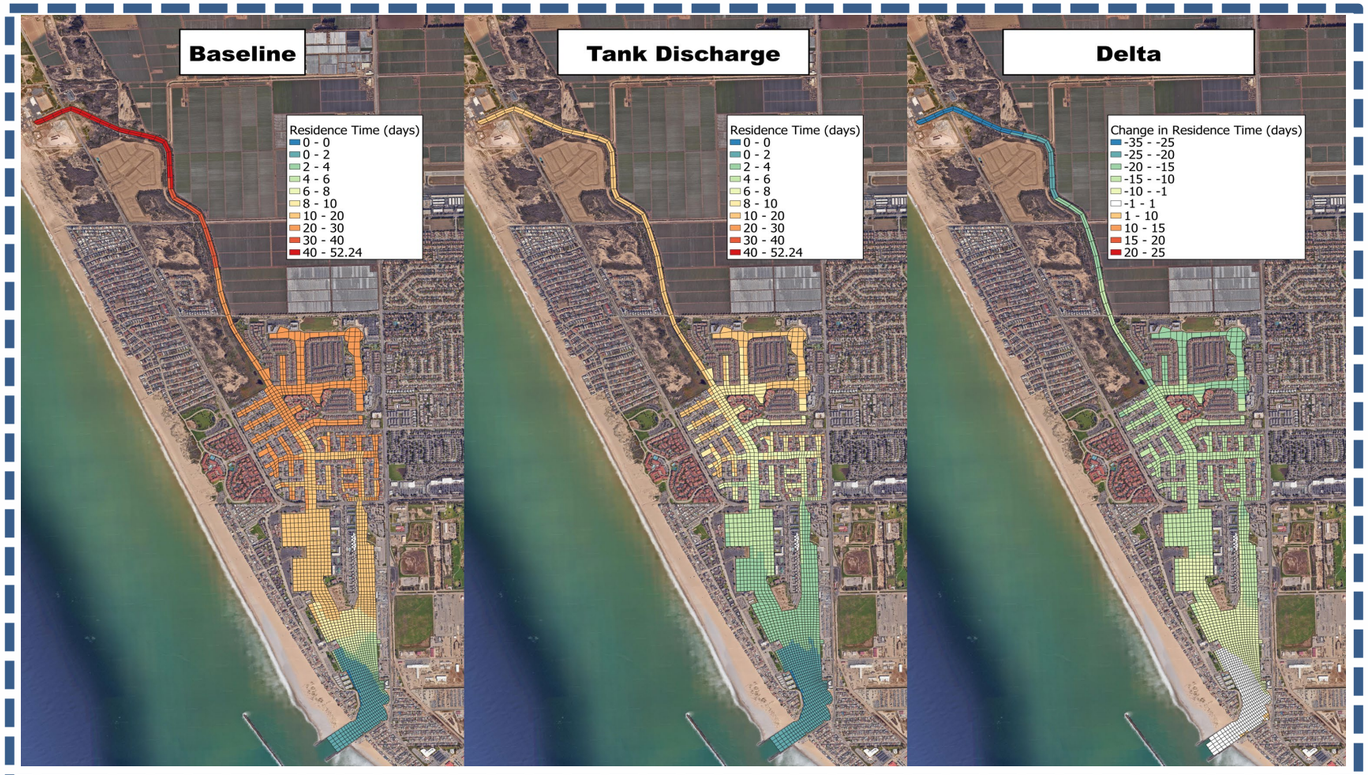


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Storage Tank Water Release Between Canal/Harbor strategy results in an average residence time reduction of 45% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	11.75	2.47	35.74
Zone 2	0	0	0	0	0	13.47	3.78	38.28
Zone 3	0	0	0	0	0	17.25	5.22	41.10
Zone 4	0	0	0	0	0	14.09	4.47	39.52
Zone 5	0	0	0	0	0	19.93	7.97	41.51
Zone 6	0	0	0.21	0	0	14.16	4.12	40.00
Zone 7	0	0	0	0	0	14.71	2.89	40.62
Zone 8	0	0	0	0	0	14.57	2.82	40.89
Zone 9	0	0	0	0	0	14.78	3.37	41.37

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

RECEIVING WATER STRATEGIES

Canal Decommissioned & Water Tank Discharge into Harbor

PROJECT DESCRIPTRION

The decommissioning of the canal and the installation of a water tank discharge system into the harbor represent a comprehensive approach to enhancing water management and quality. By decommissioning the canal, water flow will be redirected, allowing for more controlled and efficient management of water resources. The strategic placement of storage tanks near the harbor will facilitate the controlled release of water, improving circulation and reducing stagnation. Additionally, the installation of a dam at Wooley Bridge will hydrologically disconnect the harbor, directing agricultural discharge to historic wetlands. These wetlands will serve as natural filtration systems, reducing pollutants such as nutrients and pesticides from agricultural runoff. This project aims to improve water quality and circulation through thoughtful engineering and sustainable practices, ensuring efficient water distribution and management within the harbor.

LOCATION

Dam at Wooley Bridge, wetlands in North section of Canal, MGS and North end of Harbor

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- High effort – Coordination with local and state agencies.
- Need for Water Quality Certification and Environmental Impact Assessment.
- Special studies to assess ecosystem impact.

Long-term O&M:

- Regular monitoring and maintenance.
- Periodic inspections for functionality.
- Ongoing maintenance costs.
- Potential City/County/Coastal Commission partner(s).

Timeline:

- Long-term design/construction.
- Permitting 3-10 years; Construction 2-5 years.

Other:

- Community engagement and awareness.
- Specialized staff for operation.
- Wildlife impact mitigation – Avoid sensitive habitats, minimize disturbances.
- City/County/private parcel ownership.

PROJECT COST ESTIMATE

Capital Cost ($)	$112,200,000
Annual O&M Costs ($)	$4,459,376

Cost Assumptions:

Refer to cost estimate document.

PROJECT EVALUATION

Modeled Benefits

Harbor Residence Time (RT) Results (days):

Max RT: 31.75

Average RT: 13.33

Additional Community Benefits

- Improved water quality, controlled discharge management.
- Enhanced flood control and resilience.
- Habitat restoration, increased biodiversity.
- Recreational and educational opportunities.
- Benefits to socially vulnerable community.

Model methods

- Timed water discharge to coincide with neap tide periods (~biweekly).
- Assumes (2) 50k gallon storage tanks will discharge into the harbor over a 6-hour period to help flush harbor.
- Canal cells removed from model domain and do not contribute to the water exchange/circulation in the southern portions of the harbor.

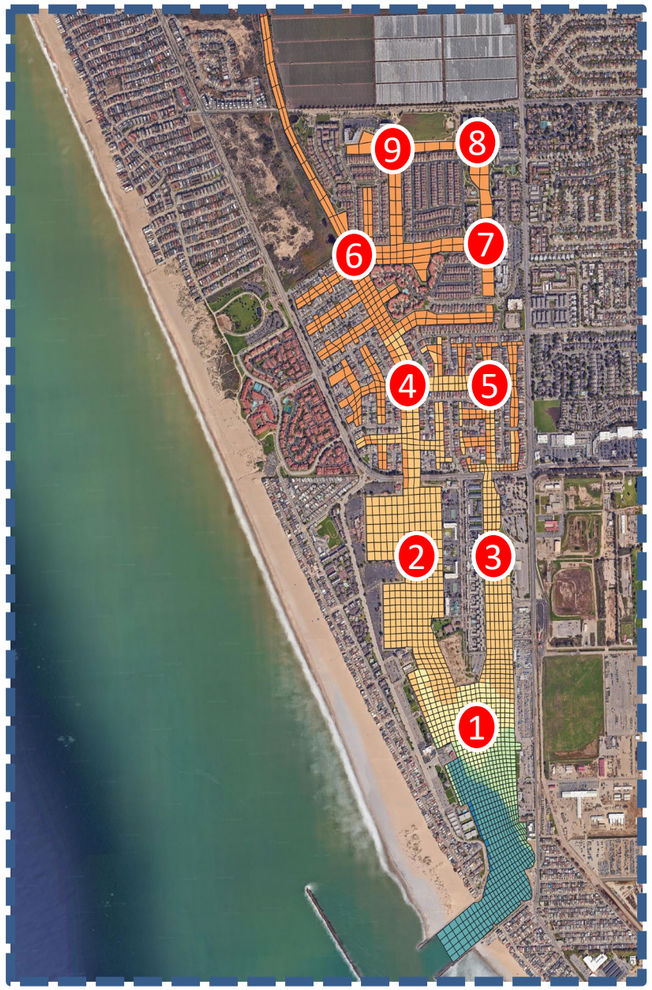
POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- State Water Resource Control Board Replacing, Removing, or Upgrading Underground Storage Tanks (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

RECEIVING WATER STRATEGIES

WATER QUALITY & CIRCULATION RESULTS – CANAL DECOMMISSIONED & WATER TANK DISCHARGE INTO HARBOR

CANAL / HARBOR ZONES

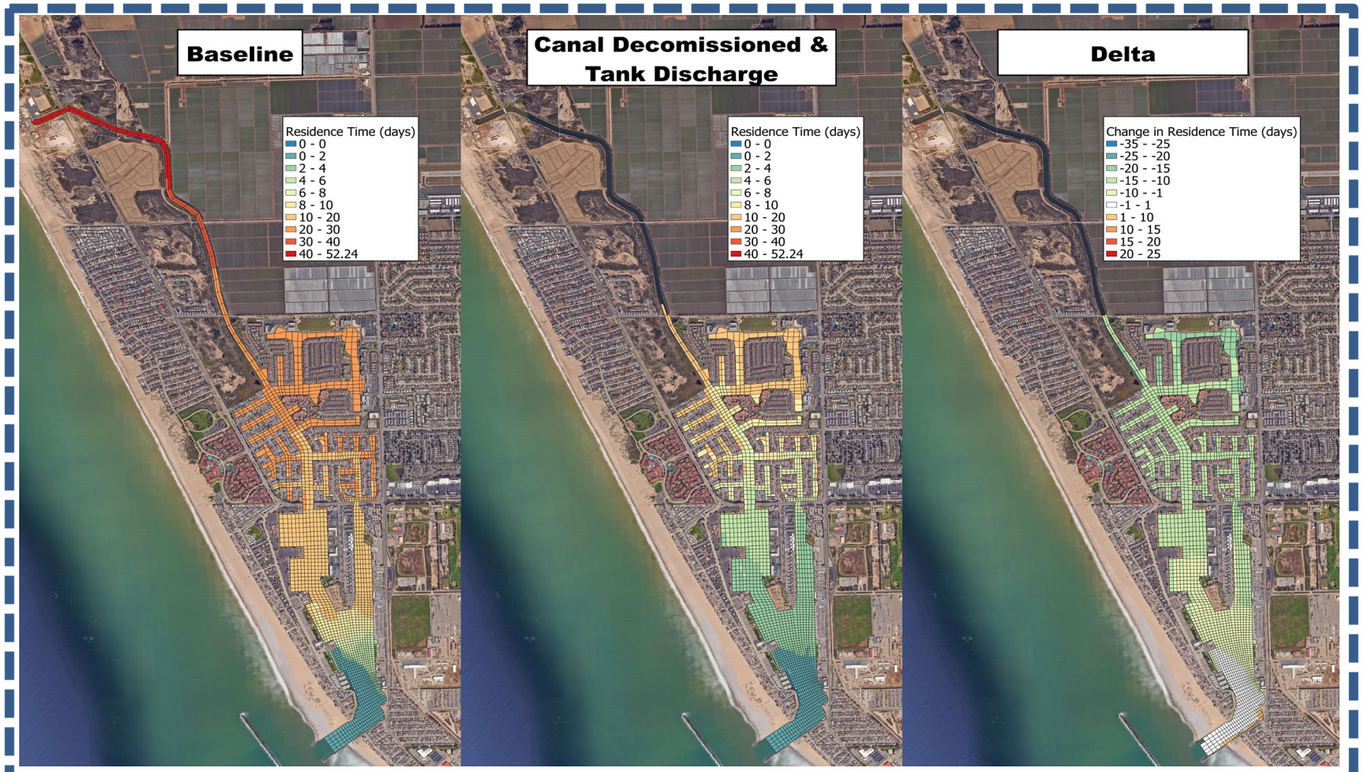


Water quality and circulation modeling results for Receiving Water Strategies were measured across nine distinct zones throughout the Harbor, as depicted above. Residence time results are presented as an average residence time measurement across the nine zones, while the table to the right presents modeled exceedances for selected constituents individually in each of the nine zones.

MODEL RESULTS

Harbor circulation model results indicate the Canal Decommissioned & Water Tank Discharge into Harbor strategy results in an average residence time reduction of 39% relative to the baseline. Measured concentrations of conventional constituents (TN, TP, CU, CHLA) are generally low in the receiving water data, potentially due to sediment-binding or rapid cycling of these constituents. Nutrient concentrations are low in areas subject to tidal flushing, which promotes dilution and export. Dissolved Oxygen (DO) exceedance levels vary among different strategies, potentially due to stratification or high oxygen demand causing episodic DO depletions. Both pesticides and bacteria show relatively consistent exceedances throughout the Harbor area for all strategies, which is potentially attributable to their origination from ongoing surface runoff and/or stormwater inputs as well as their typically slow degradation process. It should be noted that bacterial concentrations decline rapidly following watershed-derived loadings, and the model does not include any in-Harbor bacteria sources.

MODELED RESIDENCE TIME



Exceedance Percentage (%)

Zone	TN	TP	DO	CU	CHLA	Bacteria	Bifenthrin	Permethrin
Zone 1	0	0	0	0	0	12.85	3.02	37.59
Zone 2	0	0	0	0	0	14.57	4.05	40.14
Zone 3	0	0	0	0	0	16.43	5.36	41.31
Zone 4	0	0	0	0	0	13.75	3.09	39.93
Zone 5	0	0	0	0	0	19.73	7.84	41.58
Zone 6	0	0	1.79	0	0	13.68	2.47	39.73
Zone 7	0	0	0	0	0	13.33	2.41	39.18
Zone 8	0	0	0	0	0	13.88	2.54	39.86
Zone 9	0	0	0	0	0	11.68	1.72	38.21

LEGEND

TN: Total Nitrogen

TP: Total Phosphorus

DO: Dissolved Oxygen

CU: Copper

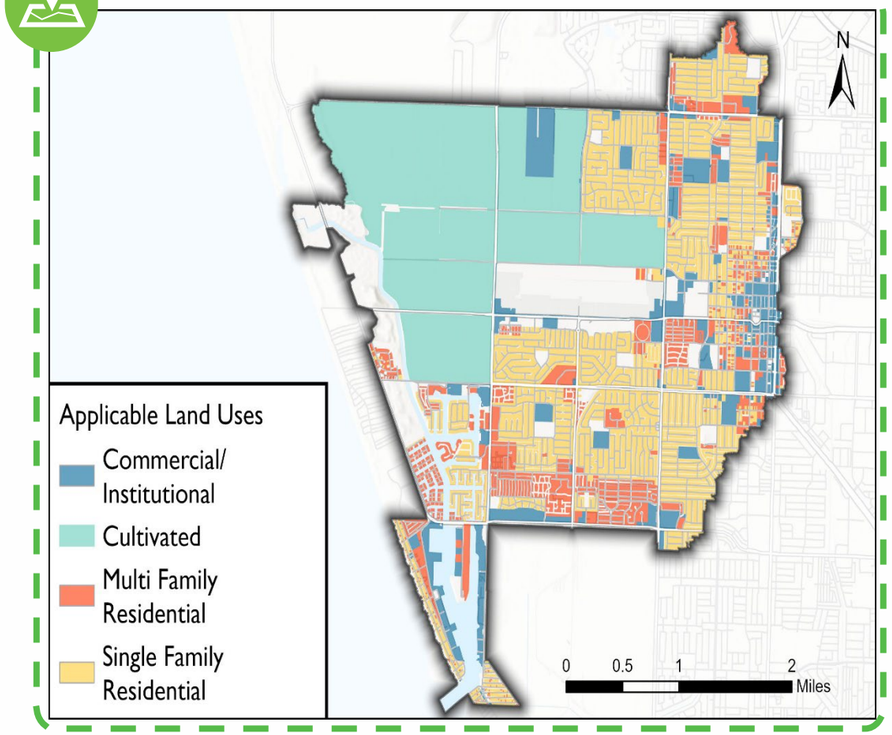
CHLA: Chlorophyll-A

Bacteria: *Enterococcus*

Pesticides: Bifenthrin/Permethrin

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Outreach and Training



LOCATION

Targeted locations/communities based on land use, audience, and project nature.

PROJECT DESCRIPTRION

Targeted outreach and training for landowners and workers in commercial, cultivated, industrial, and residential areas can reduce sources of nutrients and pesticides by informing individuals/groups about behavioral changes to support various pollutant reduction strategies/practices that reduce pollutant loads to receiving waters. Functionally, outreach and training strategies will be focused on providing information and training that would provide baseline knowledge and skills upon which targeted individuals/groups can build actionable practices to create a tangible reduction in their contribution to nutrient/pesticide loads. These strategies may include things like conservation practices, personal consumption and reduction strategies, outreach to HOAs, improved web resources, volunteer and community-based events, collaboration with activist groups, and outreach and training programs on water quality impairments. Enhanced strategies focus on intensification of outreach and training efforts, expansion to new media and markets, improved education and outreach materials including language translations, additional resource provision, and increased staffing to generate and deliver outreach and education messaging.

EXAMPLE ACTIVITIES

Outreach and training efforts for targeted nutrient/pesticide source control can be performed in various ways, primarily differing based on applicable land uses that are present in the targeted area(s).

The following examples exist in relation to the distribution of applicable land uses in and around the Channel Islands Harbor.

Commercial/Institutional: Distribution of outreach/engagement materials and advertisements for related events at commercial/institutional facilities through existing inspection processes and/or during business licensing process.

Cultivated: See Agricultural Coordination Fact Sheet for example outreach/engagement activities related to agricultural land uses.

Multi/Single Family Residential: Targeted community outreach through HOAs, community meeting groups, Nextdoor, and potential tabling activities at local community gatherings such as farmer's markets.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.

Timeline:

- Near-term design/construction timeline.

Other:

- Audience engagement often correlated with training effectiveness.
- Necessity of voluntary participation from watershed owners.
- Availability of training staff and/or appropriate resources may limit implementation capacity.
- Limited availability to correlate training implementation with load reductions of priority pollutants.
- Need for coordination with interested parties to maximize potential collaboration opportunities.

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Outreach and Training

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Outreach and Training strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0.2 lbs
Pesticides - Permethrin	96 lbs
Nutrients - Total Nitrogen (TN)	701 lbs
Nutrients - Total Phosphorus (TP)	437 lbs
Metals – Copper (Cu)	15 lbs
Bacteria – *Enterococcus*	$1.96*10^{11}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$30,000
Annual O&M Costs ($)	$50,000 - $100,000

Enhanced Program Cost Assumptions:

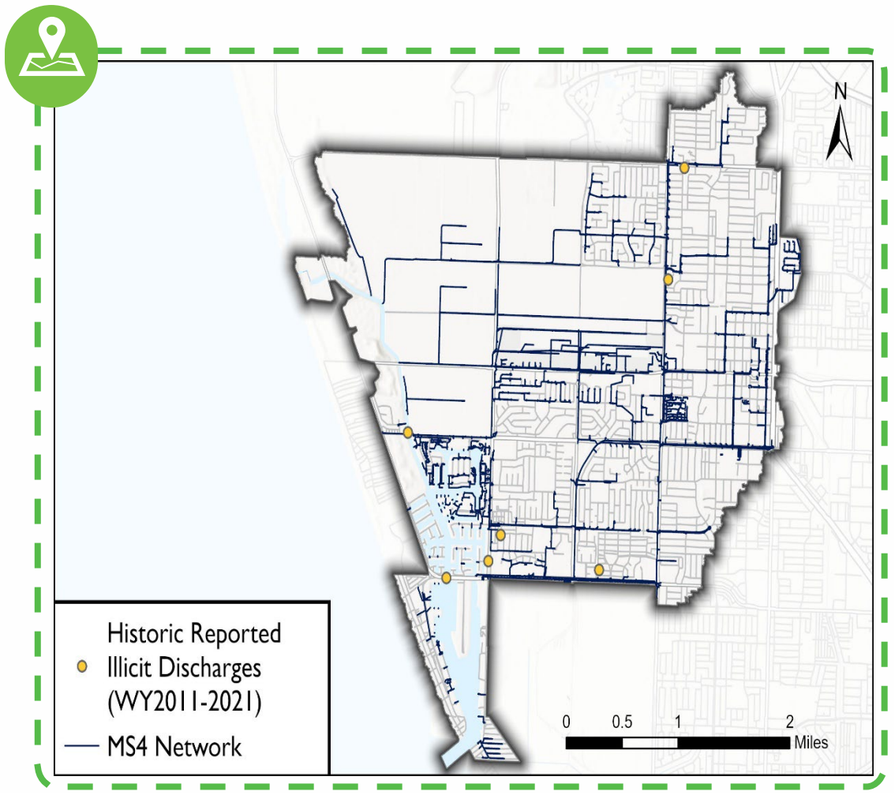
- Capital cost assumes development of targeted audience-specific outreach
- Annual outreach media purchase
- Programs provide roughly 2 hours training annually

Additional Community Benefits

- Benefits to community anchor parcel(s).
- Community education opportunity.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Illicit Discharge Detection and Elimination (IDDE)



LOCATION

Specified locations/areas identified by inspections stemming from ID reports and investigations.

PROJECT DESCRIPTRION

Illicit discharges (ID) refer to specific incidents where pollutants and unauthorized flows such as sanitary sewer spills, industrial wastewater, vehicle fluids, and restaurant fats, oils and/or grease enter stormwater systems. IDDE programs utilize hotline calls and investigations to detect and respond to illicit discharges, and include provisions for the documentation, tracking, and reporting of all cases of illicit discharges to the storm drain system as well as mandating the timely response to reported IDs. When applicable, IDDE can include enforcement action for responsible parties to non-compliant discharges to the storm drain system by mandating either elimination of IDs or the requirement of dischargers to obtain an appropriate permit. Enhanced strategies include options for increased supporting education and outreach to inform citizens of water pollution prevention and reporting procedures, increased staffing and resources to address reported illicit discharges, and upgraded surveillance and water testing materials.

EXAMPLE ACTIVITIES

IDDE includes activities/efforts to detect and respond to reported illicit discharges in and around the Channel Islands Harbor and surrounding areas. Potential strategies for targeted nutrient/pesticide source control through IDDE include the following:

- Enhancement of existing reporting procedures, such as increased staffing for receipt of and response to hotline calls, and/or documentation and tracking of reported IDs.
- Technological upgrades to surveillance and water quality testing materials and procedures.
- Development of education/outreach program(s) to inform community members of ID-related regulations and reporting/permitting procedures.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.
- Consultation with Advisors and Management Plans recommended.

Timeline:

- Near-term design/construction timeline.

Other:

- IDDE identification & response timing and citizen observer knowledge/engagement can impact program effectiveness.
- Investment in field-deployed electronic data collection/ tracking equipment needed to support staff efficiency.
- Need for outreach and engagement efforts to address potential community opposition.
- Resource limitations related to necessity of staffing and time-consuming follow-up efforts..

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Illicit Discharge Detection and Elimination (IDDE)

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Illicit Discharge Detection and Elimination strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0.1 lbs
Pesticides - Permethrin	32 lbs
Nutrients - Total Nitrogen (TN)	231 lbs
Nutrients - Total Phosphorus (TP)	144 lbs
Metals – Copper (Cu)	3.6 lbs
Bacteria – *Enterococcus*	$5.75*10^{10}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$50,000
Annual O&M Costs ($)	$50,000

Enhanced Program Cost Assumptions:

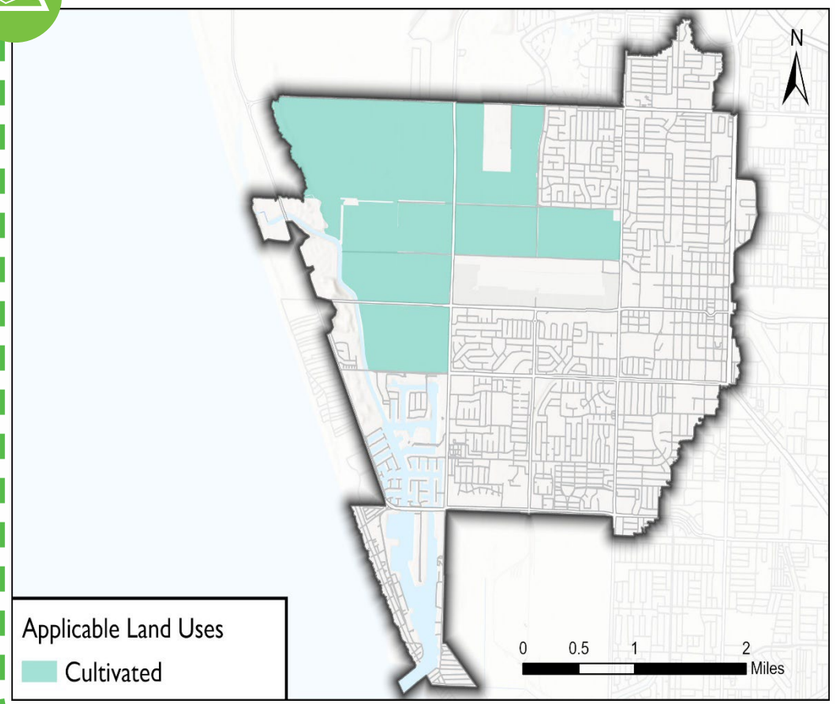
- Capital cost assumes development of workforce training program
- Programs provide roughly 2 hours training annually
- Capital cost includes on-the-ground investigation and elimination costs

Additional Community Benefits

- Community education opportunity.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Potential to improve environmental and social health and safety.

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Agricultural Coordination



LOCATION

Agricultural areas relating to specific individuals/groups based on specific project nature.

PROJECT DESCRIPTRION

Coordinated source reduction management in the context of the agricultural sector can reduce pollutant loads in irrigated agricultural discharges particularly regarding nutrients and pesticides. Source reduction management includes practices such as fertilizer, pesticides and irrigation reduction, mapping agricultural lands and risk assessment, crop rotation, and the relocation and/or reduction of overall agricultural land uses. Additionally, these strategies would include annual educational training on water quality impairments related to irrigated agricultural discharges, regulatory requirements, and management practices that treat or control these discharges as mandated by the Los Angeles Regional Water Quality Control Board. Enhanced strategies include the intensification of source reduction management practices and/or their implementation on a larger scale across a more complete set of agricultural land uses to the extent of compliance with regulatory requirements.

EXAMPLE ACTIVITIES

Agricultural coordination activities include potential outreach efforts to agricultural land users in the form of educational and/or training programs to facilitate a more comprehensive understanding of practical source reduction practices for nutrients and other pollutants. Potential strategies for targeted nutrient/pesticide source control through agricultural coordination in the areas surrounding the Channel Islands Harbor include the following:

- Coordinate with ongoing training required under LARWQCB Order No. R4-2023-0353[2].
- Develop enhanced training for specific crop types and/or land uses with high fertilizer use.
- Development of a farmers' market-based education and outreach program for both agricultural producers and the public.
- Direct outreach at local farm supply distributors and storefronts.
- Development of a 'self-certification' incentive program for nutrient- and pollutant-reduction.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.
- Consultation with Advisors and Management Plans recommended.

Timeline:

- Mid-term design/construction timeline.

Other:

- Audience engagement often correlated with training effectiveness.
- Training staff availability may limit implementation capacity.
- Limited availability to correlate training implementation with load reductions of priority pollutants.
- Necessity of voluntary participation from private growers may create challenges.
- Need for coordination with Farm Bureau to maximize potential collaboration opportunities.

NONSTRUCTURAL STRATEGIES

Targeted Nutrient/Pesticide Source Control – Agricultural Coordination

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Agricultural Coordination strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0.2 lbs
Pesticides - Permethrin	96 lbs
Nutrients - Total Nitrogen (TN)	701 lbs
Nutrients - Total Phosphorus (TP)	437 lbs
Metals – Copper (Cu)	3.6 lbs
Bacteria – *Enterococcus*	$5.75*10^{10}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$15,000
Annual O&M Costs ($)	$10,000

Enhanced Program Cost Assumptions:

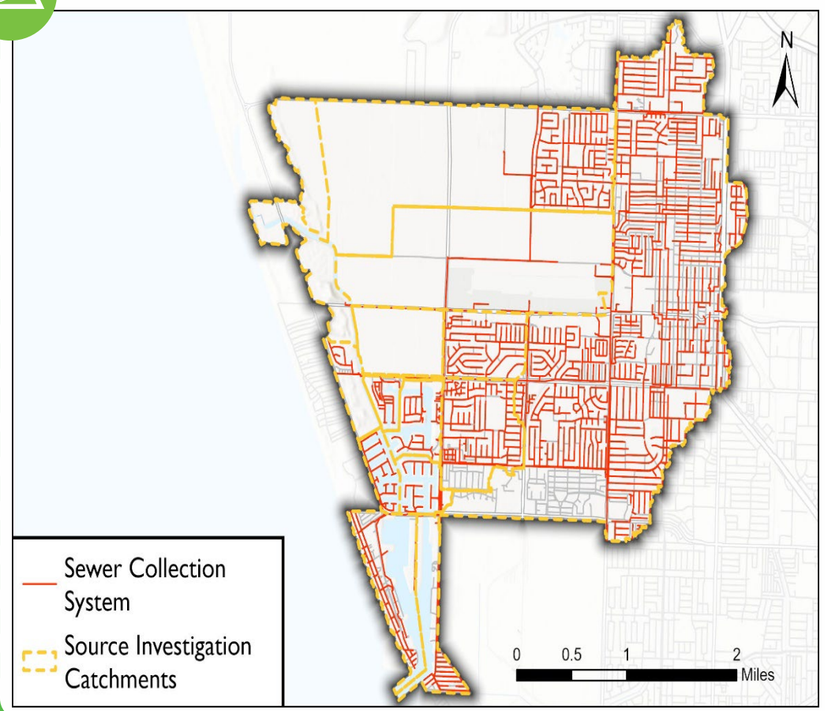
- **Initial investment in program development**
- **Ongoing staff resource costs for active engagement**
- **Includes cost provision for mandated 2 hours of annual educational training**

Additional Community Benefits

- Benefits to community anchor parcel(s).
- Community education opportunity.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Coordination opportunity with ongoing programs (Ag Order compliance).
- Potential to improve environmental and social health and safety.

NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Sewer System Maintenance



LOCATION

Portions/components of sewer system identified to be in need of maintenance and repair.

PROJECT DESCRIPTRION

Maintenance of the sewer system can reduce or prevent sewage spills and/or exfiltration that may contribute to elevated bacteria levels. Targeted sewer system maintenance initiates with initial investigations to identify potential problem areas and associated abatement strategies. Source reduction management strategies related to the sewer system include routine maintenance, pipe lining, leak identification and pipe replacement prioritization, MS4 maintenance to prevent infiltration into the system, and overall improvement and technological upgrades to the various components of the sewer system. Enhanced strategies include increased frequency of routine maintenance activities, improved monitoring practices, and additional technological upgrades to the sewer system.

EXAMPLE ACTIVITIES

Sewer system maintenance is characterized by the end goal of preventing spills and/or exfiltration of sewage that can lead to elevated levels of bacteria pollution. Potential strategies for targeted bacteria source control through sewer system maintenance activities include the following:

- Development of a funding mechanism for general efforts related to maintenance and upkeep of the sewer pipeline system in and around the Channel Islands Harbor.
- Enhancement of existing activities, such as increased inspection and routine maintenance frequency.
- Technological upgrades in relation to existing procedures, such as improved monitoring/surveillance technology, improvements to existing sewer system assets, and refinement of approaches to prioritization practices.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.

Timeline:

- Mid-term design/construction timeline.

Other:

- Close coordination with sewer system owner/operators required.
- Sewer system maintenance can be limited by owner/operator maintenance capacity/priorities.
- Additional baseline data & planning may be required for optimized system maintenance.

NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Sewer System Maintenance

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Sewer System Maintenance strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0 lbs
Pesticides - Permethrin	11 lbs
Nutrients - Total Nitrogen (TN)	78 lbs
Nutrients - Total Phosphorus (TP)	49 lbs
Metals – Copper (Cu)	0 lbs
Bacteria – *Enterococcus*	$8.71*10^{10}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- Community Development Block Grant Program (Annual)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Water Infrastructure Finance and Innovation Act (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$150,000- $300,000
Annual O&M Costs ($)	$50,000- $5,000,000

Enhanced Program Cost Assumptions:

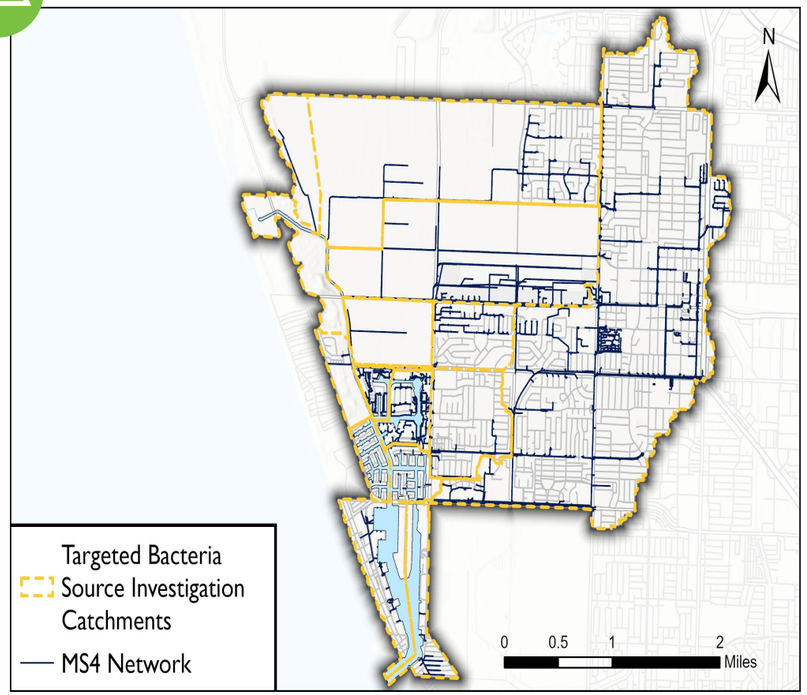
- **Capital cost includes integrated asset management prioritization approach**
- **O&M costs range based on pipe repair/replacement needs/capacity**

Additional Community Benefits

- Community education opportunity.
- Potential for implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s)
- Provision of benefits to areas encountering high pollution burdens.
- Potential to improve environmental and social health and safety.

NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Homeless Encampment Management



LOCATION

Targeted locations identified by reporting and investigations of homeless encampments.

https://www.latimes.com/local/california/la-me-oxnard-homeless-encampment-20150817-story.html

PROJECT DESCRIPTRION

Sources of bacteria can be contributed by encampments inhabited by individuals experiencing homelessness. Targeted bacteria source control begins with initial investigations to identify contributing sources and associated abatement strategies. Source reduction management strategies related to encampments include volunteer-based cleanups, education/outreach, social service partnerships, financial assistance, and the provision of emergency housing and/or other facilities for individuals experiencing homelessness. Enhanced strategies include the overall intensification of source reduction management strategies such as increased cleanup activity performance, improvement of provided facilities / provision of additional facilities across more locations, enhanced financial assistance programs, and improved education/outreach efforts for the general public.

https://www.latimes.com/la-me-oxnard-homeless-pictures-20150817-photogallery.html

https://www.latimes.com/la-me-oxnard-homeless-pictures-20150817-photogallery.html

EXAMPLE ACTIVITIES

Homeless encampments and homeless activity can be significant contributors to water quality impairments through bacteria pollution, primarily due to pollution stemming from human fecal matter. The following strategies could potentially be applied to homeless encampment management efforts in and around the Channel Islands Harbor:

- Develop education/outreach program for front line workers in homeless management/services to inform them about water quality issues associated with encampments and best practices for abatement/mitigation.
- Coordinate with law enforcement and code enforcement to verify debris removal at 311 management sites.
- Pilot project implementation to develop methods for the safe removal of possible bacteria pollution sources during homeless encampment site investigations and/or cleanups.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.

Timeline:

- Mid-term design/construction timeline.

Other:

- Potential for alternative housing homeless support resource limitations to impact management activities.
- Cleanup and abatement resource limitations may impact program implementation.
- Implementation capacity may be limited by ability for sufficient coordination with law enforcement and regional groups.
- Need for consideration of ethical factors related to encampment disturbance/cleanup.

NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Homeless Encampment Management

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Homeless Encampment management strategy, as well as up-do-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0 lbs
Pesticides - Permethrin	0 lbs
Nutrients - Total Nitrogen (TN)	78 lbs
Nutrients - Total Phosphorus (TP)	49 lbs
Metals – Copper (Cu)	0 lbs
Bacteria – *Enterococcus*	$1.96*10^{11}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- Encampment Resolution Funding Program (Anticipated 2026)
- Community Development Block Grant Program (Annual)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$250,000
Annual O&M Costs ($)	$5,000,000

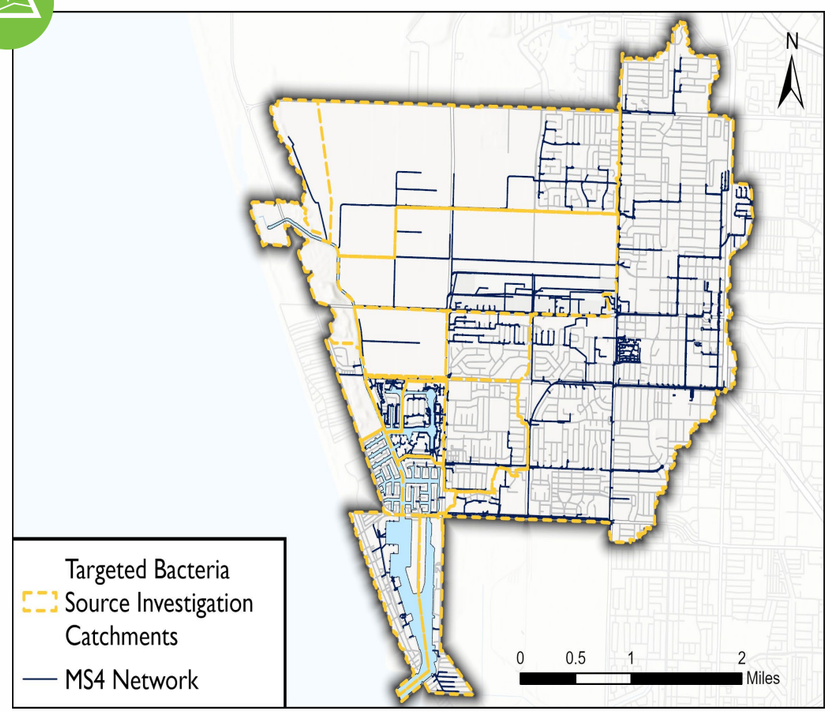
- **Enhanced Program Cost Assumptions:**
- **Estimates based on regional coastal municipal programs, scaled by population**
- **Program costs include prevention, assistance, and cleanup costs**

Additional Community Benefits

- Community education opportunity.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Potential to improve environmental and social health and safety.
- Aesthetic improvements.

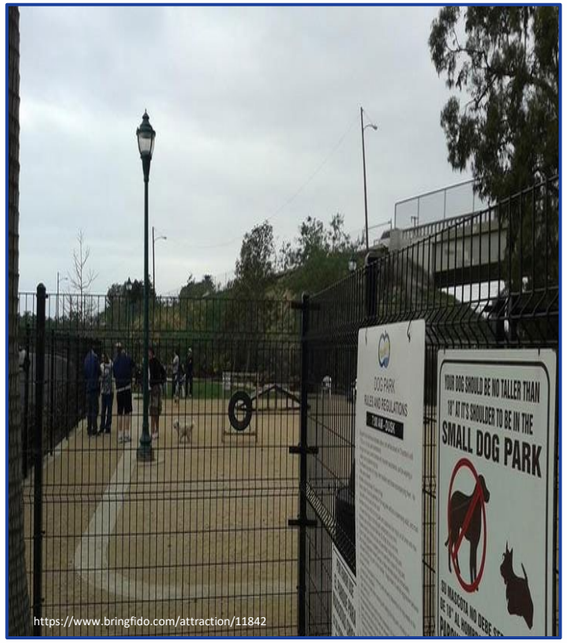
NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Animal Waste Management



LOCATION

Targeted locations/areas deemed to be significant sources of animal waste-related pollutants.



PROJECT DESCRIPTRION

Animal waste contributes to bacteria and nutrient levels in the environment and can refer to sources from both domesticated and undomesticated animals. Targeted bacteria source control begins with an initial investigation to identify contributing sources and associated abatement strategies. Source reduction management strategies include targeted public education and outreach, pet waste signage, installation and maintenance of pet waste bag dispensers/trash bins, and physical removal of pet waste. Enhanced strategies focus on increased signage/fines relating to pet waste, intensification of public outreach/education efforts, and operations and maintenance/upkeep of pet waste bag dispensers/trash bins. Increased regulations and fines related to pet waste may create the need for additional community engagement to limit potential issues related to public disapproval.

EXAMPLE ACTIVITIES

Improper management and disposal of animal waste can lead to elevated bacteria levels that degrade water quality. Potential strategies for targeted bacteria source control through animal waste management include the following:

- Increased posting of signage in public spaces to inform community members of animal waste-related regulations and associated fines/penalties.
- Increased installation of pet waste bag dispensers and trash bins in public spaces such as parks and beaches.
- Enhanced penalties and fines for violations of regulations related to animal waste, intended to deter community members from violating said regulations.
- Development of scheduled cleanup activities in public spaces to ensure timely and effective removal of pet waste to prevent it contributing to pollution in and around the Channel Islands Harbor.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Coordination with County Departments recommended.

Timeline:

- Mid-term design/construction timeline.

Other:

- Citizen observer knowledge and engagement crucial to program effectiveness.
- Close coordination with Parks and Recreation and other responsible municipal department resources required.
- Additional operations and maintenance resources may be required.
- Potential need for comprehensive public outreach efforts to promote engagement and generate support.

NONSTRUCTURAL STRATEGIES

Targeted Bacteria Source Control – Animal Waste Management

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Animal Waste Management strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0.2 lbs
Pesticides - Permethrin	63 lbs
Nutrients - Total Nitrogen (TN)	462 lbs
Nutrients - Total Phosphorus (TP)	288 lbs
Metals – Copper (Cu)	0 lbs
Bacteria – *Enterococcus*	$1.29*10^{11}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, Enterococcus, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Agricultural Drainage Management Loan Program (Current)
- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$50,000
Annual O&M Costs ($)	$75,000

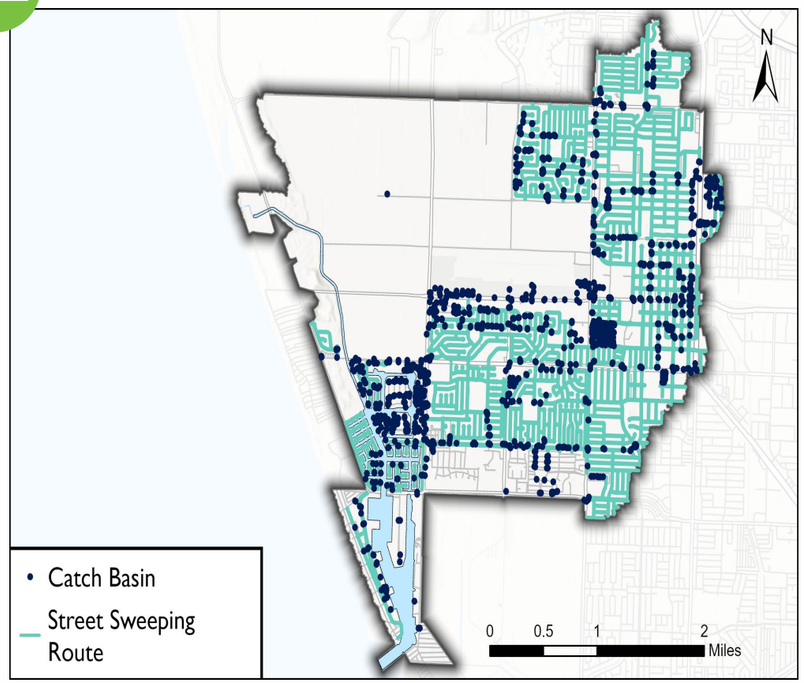
- **Enhanced Program Cost Assumptions:**
- **Capital investment includes pet waste bag dispenser and signage materials and installation**
- **Ongoing O&M includes outreach material and media purchase**

Additional Community Benefits

- Recreational improvements.
- Benefits to community anchor parcel(s).
- Community education opportunity.
- Potential for implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Potential provision of benefits to areas encountering high pollution burdens.
- Potential to improve environmental and social health and safety.
- Aesthetic improvements.

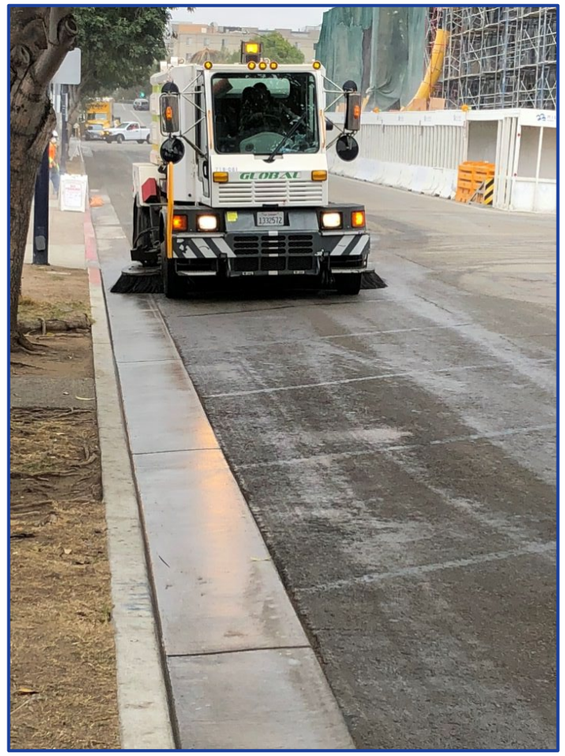
NONSTRUCTURAL STRATEGIES

Street Sweeping and Catch Basin Cleaning (CBC) Optimization



LOCATION

City Streets and municipal separate storm sewer system (MS4) within the City of Oxnard, CA.



PROJECT DESCRIPTRION

Street sweeping and CBC remove debris, litter, pollutants, and other harmful substances from streets on a scheduled basis to prevent them from entering storm drains and discharging to local waterbodies. Enhanced street sweeping scenarios include increased route frequencies/new routes, technology improvements, and increased incorporation of route-specific limited-hour 'no parking' signage. Enhanced CBC scenarios include increased basin-specific frequency and/or geo-located data capture. Additional co-benefits include aesthetic improvements, trash removal/management, and neighborhood/community enhancements. Street sweeping/CBC enhancements require detailed planning to balance optimization with operational goals, logistics, and community engagement. Additional limited-hour 'no parking' signage may create need for substantial community outreach/engagement to limit potential issues stemming from public disapproval of increased parking regulations and associated citation frequencies and fine amounts.

EXAMPLE ACTIVITIES

Street sweeping and CBC activities are intended to remove pollutants and other harmful substances from streets and roadways to prevent them discharging into local waterbodies. Potential strategies for street sweeping and CBC optimization include the following:

- Increased incorporation of route-specific parking limitations and/or increased fines for parking violations along sweeping routes to prevent route obstruction and promote effectiveness of sweeping activities.
- Technological upgrades to sweeping and CBC assets, such as improved street sweepers.
- Incorporation of new strategies, such as median sweeping, to promote more complete cleaning of roadways along sweeping routes.
- Improvement of data collection/analysis capabilities to inform adaptive management of street sweeping/CBC programs and promote optimization of these activities.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Potential need for Encroachment Permit or municipal authorization.

Timeline:

- Near-term design/construction timeline.

Other:

- Municipal operations staff/capacity planning required.
- Additional baseline data may be required for optimization planning to balance optimization efforts with operational capacity.
- Potential requirement of comprehensive public outreach to promote engagement and generate support.

NONSTRUCTURAL STRATEGIES

Street Sweeping and Catch Basin Cleaning (CBC) Optimization

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Street Sweeping and CBC optimization strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0.2 lbs
Pesticides - Permethrin	64 lbs
Nutrients - Total Nitrogen (TN)	123 lbs
Nutrients - Total Phosphorus (TP)	317 lbs
Metals – Copper (Cu)	30 lbs
Bacteria – *Enterococcus*	$1.08*10^{10}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Existing CBs cleaned additional 2x/yr in model.
- Sweeping freq. doubled in model.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for *Enterococcus* & Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$0
Annual O&M Costs ($)	$420,000- $910,000

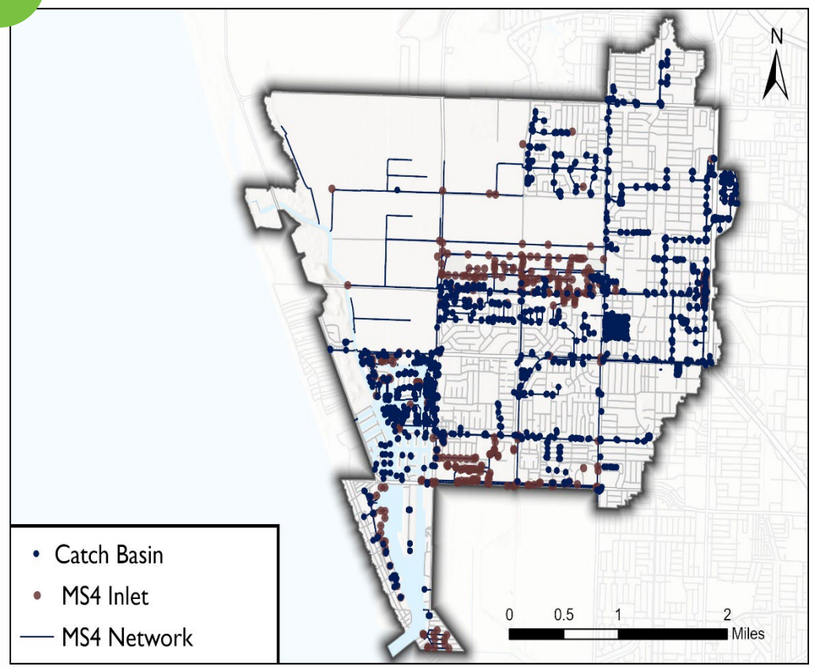
- **Enhanced Program Cost Assumptions:**
- **Current sweeping program ~$1.5M/yr.**
- **~200 out of 1,032 miles of sweeping route drains to Harbor.**
- **1,300 catch basins in drainage area.**

Additional Community Benefits

- Community education opportunity.
- Pedestrian and traffic safety improvements.
- Benefits to Oxnard STP priority areas.
- Potential for implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Potential provision of benefits to areas encountering high pollution burdens.
- Aesthetic improvements.
- Compliance (Trash Amendment) credit potential.

NONSTRUCTURAL STRATEGIES

Stormwater System Maintenance



LOCATION

Portions/components of stormwater system deemed to be in need of maintenance/repair.

PROJECT DESCRIPTRION

Operational stormwater programs help to reduce pollutants before they can be transported to downstream waterbodies. Source reduction management strategies include proactive repairs, replacement of MS4 components and open-channel cleaning to reduce pollutant loads, physical trash removal activities, monitoring and asset management, and general maintenance of stormwater system components such as pipes and storm drains. Asset management activities refer to the evaluation of criteria from which one can develop scores related to probability and consequences of asset failure, which can be used to inform project prioritization and influence decision-making. Relevant criteria include asset age/size, surrounding soil characteristics, street traffic, institutional knowledge, as well as visual inspections and CCTV monitoring. Consequence of failure scores are also impacted by factors such as compliance needs, regulatory guidelines, and potential environmental impacts and city operational disruptions related to asset failure. Enhanced strategies include increased asset management/monitoring activities, improved trash removal/capture capabilities, increased frequency of open-channel cleaning, and additional general upkeep/maintenance.

EXAMPLE ACTIVITIES

Stormwater system maintenance is intended to safeguard the integrity of the existing stormwater system to prevent failures/deficiencies that may result in the contribution of pollutants and other harmful substances into local waterbodies. Potential strategies for stormwater system maintenance in and around the Channel Islands Harbor include the following:

- Enhanced data collection/management procedures to inform overall adaptive management practices in relation to the stormwater system.
- Increased inspection/surveillance frequency of stormwater system assets to detect faults/deficiencies proactively and allow for the performance of maintenance prior to system failures.
- Technological upgrades to improve capacity for monitoring, surveillance, data collection, and maintenance.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort – Potential need for Encroachment Permit or municipal authorization.

Timeline:

- Near-term design/construction timeline.

Other:

- Close coordination with operations and maintenance staff required.
- Maintenance may be limited by maintenance staff resources capacity and project prioritization.
- Additional baseline data & planning may be required for optimized system maintenance and monitoring.
- Potential for traffic, noise, and other ancillary impacts.

NONSTRUCTURAL STRATEGIES

Stormwater System Maintenance

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Stormwater System Maintenance strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0 lbs
Pesticides - Permethrin	0 lbs
Nutrients - Total Nitrogen (TN)	26 lbs
Nutrients - Total Phosphorus (TP)	16 lbs
Metals – Copper (Cu)	11 lbs
Bacteria – *Enterococcus*	$7.13*10^9$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, *Enterococcus*, Trash.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- Community Development Block Grant Program (Annual)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)
- Water Infrastructure Finance and Innovation Act (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$150,000- $300,000
Annual O&M Costs ($)	$50,000- $5,000,000

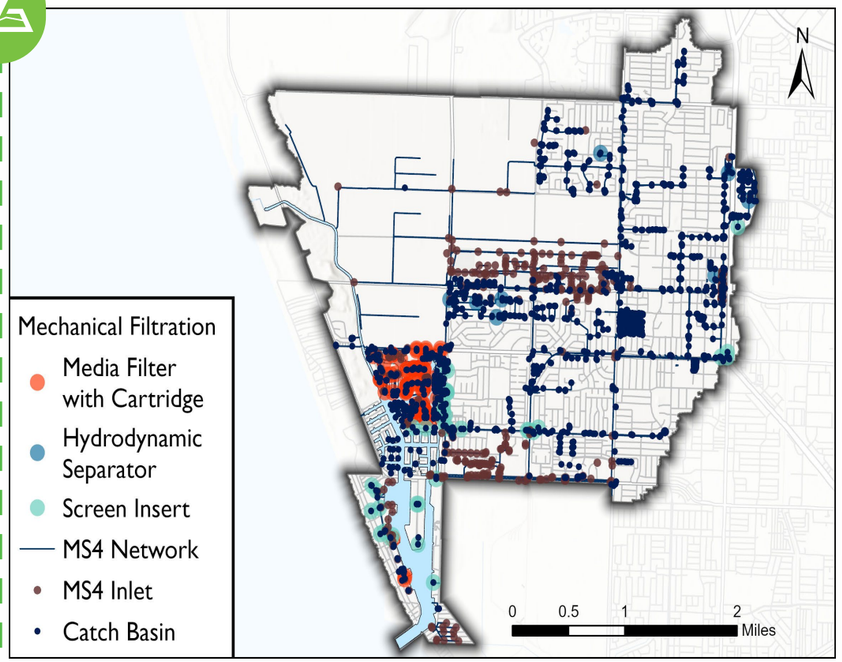
- **Enhanced Program Cost Assumptions:**
- **Capital cost includes integrated asset management prioritization approach**
- **O&M costs range based on pipe repair/replacement needs/capacity**

Additional Community Benefits

- Community education opportunity.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Potential for flood risk reduction.
- Potential to improve environmental and social health and safety.

NONSTRUCTURAL STRATEGIES

Trash Reduction- Mechanical Filtration



LOCATION

Specified catch basins and pipe inlets/outlets contributing significant anthropogenic debris.

PROJECT DESCRIPTRION

Structural trash reduction programs utilize mechanical filtration to filter and/or capture trash and anthropogenic debris prior to its entry into the stormwater system and connected waterways. Common structural options include both distributed catch basin-level devices and centralized high-volume underground and end-of-pipe devices. Enhanced strategies include new site planning, design, and resources for materials and installation, additional resources and equipment for ongoing maintenance, and process improvements to allow for optimized planning and implementation scenarios.

EXAMPLE ACTIVITIES

Regardless of preventative measures, trash and other anthropogenic debris are likely to enter the stormwater system to some extent. Mechanical trash filtration efforts are intended to capture debris prior to its eventual entry into local waterbodies. Potential strategies for trash reduction through mechanical filtration include the following:

- Technological upgrades to mechanical trash filtration devices to enhance capacity for trash capture and removal.
- Increased distribution of filtration devices to a larger number of catch basins within the stormwater system.
- Increased implementation of centralized high-volume trash capture/filtration devices.
- Enhanced data collection/analysis efforts to inform optimization efforts regarding the distribution of trash capture/filtration devices in areas which will provide the most significant capacity for pollutant removal.
- Increased staffing and improved training to enhance cleaning activities for filtration/capture devices and promote their ongoing effectiveness in trash removal.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort: Potential need for Encroachment Permit and/or Encroachment/Watercourse Permit.

Timeline:

- Near-term design/construction timeline.

Other:

- Close coordination with operations and maintenance staff required.
- Maintenance can be limited by maintenance staff resources capacity and project prioritization.
- Clogging or high flow precipitation events can trigger localized flooding.
- Additional baseline data & planning may be required for optimized implementation.

NONSTRUCTURAL STRATEGIES

Trash Reduction- Mechanical Filtration

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Mechanical Trash Filtration strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0 lbs
Pesticides - Permethrin	0 lbs
Nutrients - Total Nitrogen (TN)	26 lbs
Nutrients - Total Phosphorus (TP)	16 lbs
Metals – Copper (Cu)	11 lbs
Bacteria – *Enterococcus*	$7.13*10^9$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, *Enterococcus*, Trash.
- Model outputs depict 10% reduction in trash load.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$3,000,000
Annual O&M Costs ($)	$200,000

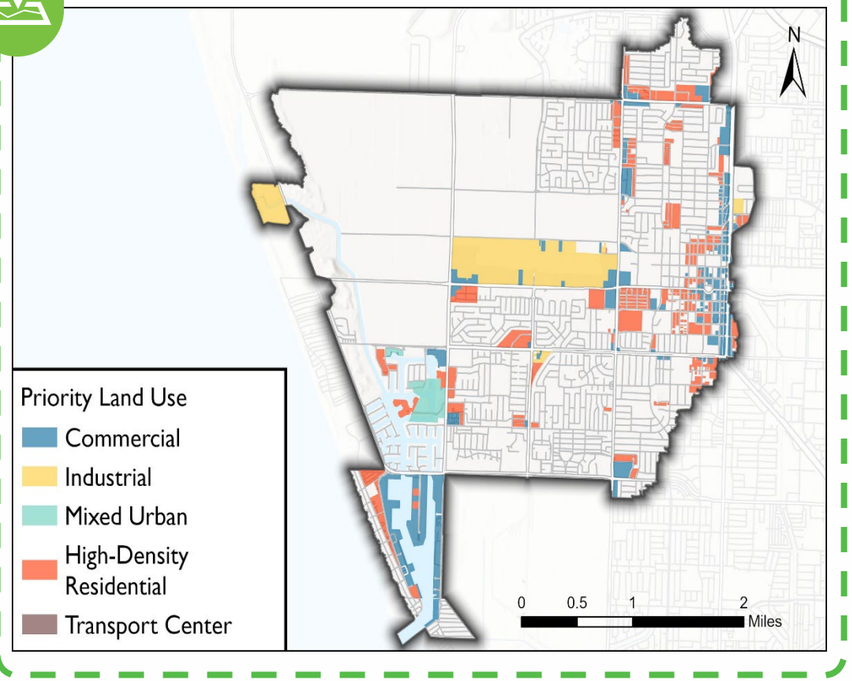
- **Enhanced Program Cost Assumptions:**
- **Capital planning/device costs ~$2.5k-$20k+/~$750-$50k+ per location, respectively**
- **O&M includes staff and equipment resources**

Additional Community Benefits

- Recreational improvements.
- Community education opportunity.
- Potential for implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Aesthetic improvements.
- Potential to improve environmental and social health and safety.

NONSTRUCTURAL STRATEGIES

Trash Reduction- Source Reduction Strategies



LOCATION

Targeted locations/communities based on land use, local policy, and project nature.

PROJECT DESCRIPTRION

Nonstructural trash reduction programs utilize source reduction strategies to reduce trash and anthropogenic debris at the source and prevent its entry into the stormwater system and connected waterways. Common practices include reusable product promotion, limits and/or bans on single-use plastics, and public outreach and education efforts that can inform the public about relevant behavioral changes. Examples include regulation of single-use plastics, outreach and training programs for the general public and schools, physical cleanups and other volunteer and community-based events, collaboration with activist groups, and partnership opportunities. Outreach and education efforts to local residents provide additional benefit in their potential to motivate community-based social marketing between residents and further reinforce behavioral changes. Enhanced strategies include increased reusable product promotion, support for current and/or additional single-use plastic regulations, options for improved education and outreach materials including language translations, expansion to new media and markets, increased physical cleanup frequency, and increased staffing and resources to generate and deliver outreach and education messaging.

EXAMPLE ACTIVITIES

Nonstructural trash source reduction efforts are intended to address trash and anthropogenic debris at the source to prevent their entry into the stormwater system and local waterbodies. Potential trash source reduction strategies for implementation in and around the Channel Islands Harbor include the following:

- Partnership with local agencies and/or NGOs/CBOs in efforts to promote the use of reusable products in lieu of single use plastics that often end up polluting the local environment.
- Development of community outreach/education programs to inform community members of sustainable practices that can reduce personal contributions of trash and anthropogenic debris.
- Implementation of recycling programs to prevent the disposal of single use plastics and other debris.
- Increased physical cleanup frequency in and around local waterways.

KEY IMPLEMENTATION CONSIDERATIONS

Permitting:

- Low effort: Potential need for Encroachment Permit and/or Encroachment/Watercourse Permit.

Timeline:

- Near-term design/construction timeline.

Other:

- Audience engagement often correlated with outreach effectiveness.
- Limited opportunity to correlate source reduction implementation with load reductions.
- Potential need for extensive community outreach in the case of some optimization strategies.
- Need for comprehensive public outreach efforts to promote engagement and generate support.

NONSTRUCTURAL STRATEGIES

Trash Reduction- Source Reduction Strategies

PROJECT EVALUATION

Evaluation of nonstructural projects for the Channel Islands Harbor is based primarily on the given strategy's potential for providing both water quality benefits and additional miscellaneous benefits to the surrounding communities. Information below presents an overview of the modeled water quality and community benefits of this Trash Source Reduction strategy, as well as up-to-date cost estimates.

Water Quality Benefits	
Constituent	Average Annual Load Reduction
Pesticides - Bifenthrin	0 lbs
Pesticides - Permethrin	7 lbs
Nutrients - Total Nitrogen (TN)	0 lbs
Nutrients - Total Phosphorus (TP)	0 lbs
Metals – Copper (Cu)	2.4 lbs
Bacteria – *Enterococcus*	$5.75*10^{10}$ MPN
Dissolved Oxygen (DO)	--
Water Residence Time	Impact To Harbor Circulation None

Model Methods

- The general modeling approach employed a previously calibrated regional water quality model built in LSPC and adapted to produce model outputs at each of the major MS4 outfalls flowing into the Harbor and Canal.
- Model outputs represented as watershed-wide load reductions relative to baseline watershed conditions for Sediment, TN, TP, Cu, Pesticides, *Enterococcus*, Trash.
- Model outputs depict 10% reduction in trash load.

[1]Estimated costs based on information derived from similar programs; subject to change.

POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$25,000- $250,000
Annual O&M Costs ($)	$50,000- $150,000

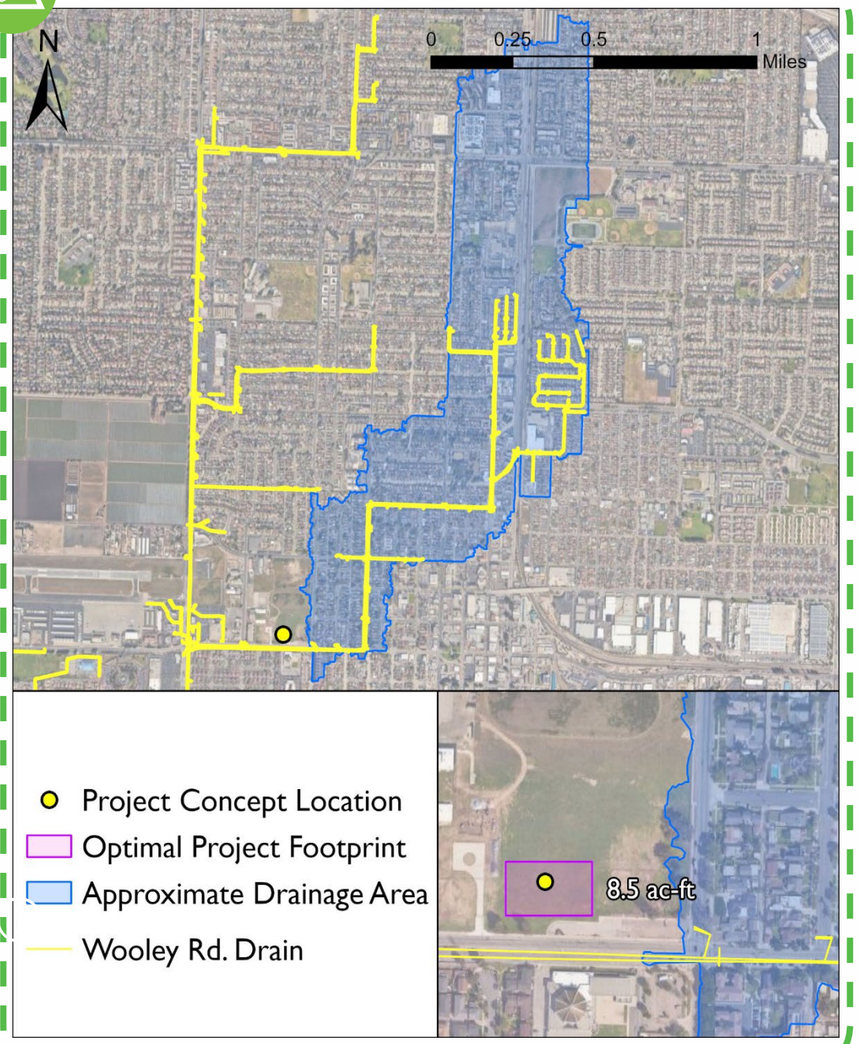
- **Enhanced Program Cost Assumptions:**
- **Range of capital costs based on program implementation details**
- **Ongoing O&M includes outreach material and media purchase**

Additional Community Benefits

- Recreational improvements.
- Benefits to community anchor parcel(s).
- Community education opportunity.
- Pedestrian and traffic safety improvements.
- Benefits to Oxnard STP priority areas.
- Implementation in disadvantaged communities.
- Provision of benefits to socially-vulnerable communities.
- Provision of benefits to environmentally-vulnerable communities.
- Potential for implementation in local Priority Growth Area(s).
- Provision of benefits to areas encountering high pollution burdens.
- Aesthetic improvements.

STRUCTURAL STRATEGIES

Structural Control Measure – Campus Park Filtration BMP



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	485 acres
TOTAL STORAGE VOLUME	8.5 acre-ft
TOTAL RUNOFF FILTERED	100 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

A stormwater pipe currently runs beneath W. 5th street which could be diverted to an underground storage gallery located under the existing grass field. The parking lot would also benefit from surface drainage treatment via the implementation of Low Impact Design, which could feature native vegetation. Stormwater management could coincide with significant improvements to the park.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$22,790,000
Annual O&M Costs ($)	$300,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design.
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 202001072
- Owner: City of Oxnard

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Long-term O&M:

- Filtration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- City-owned parcel; low potential for jurisdictional complications.
- Potential for construction site-related disturbances.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Model Details:

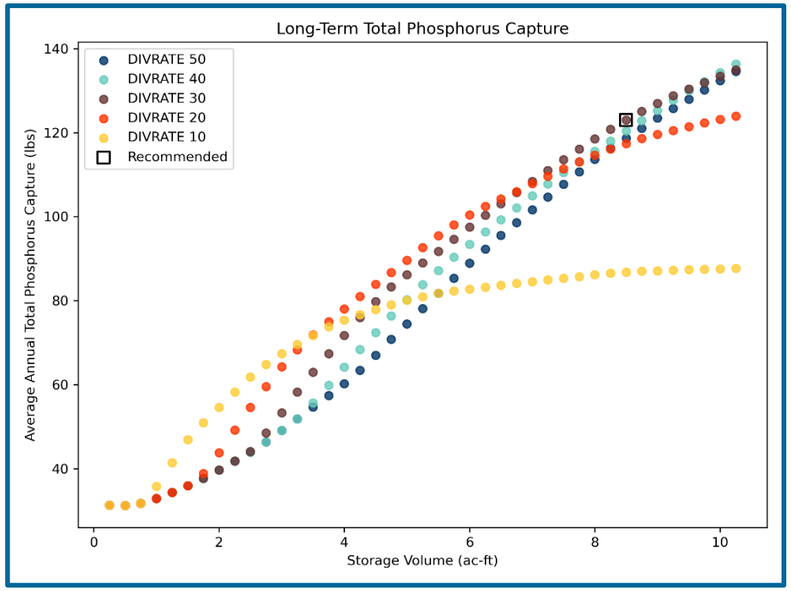
- **150 ft** diversion from storm drain, with drainage area of **485 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **8.5 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure – Campus Park Filtration BMP

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.07	0.08
Pesticides - Permethrin	30	32
Nutrients - Total Nitrogen (TN)	154.36	150.79
Nutrients - Total Phosphorus (TP)	123	133.46
Metals – Copper (Cu)	9.19	9.97
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

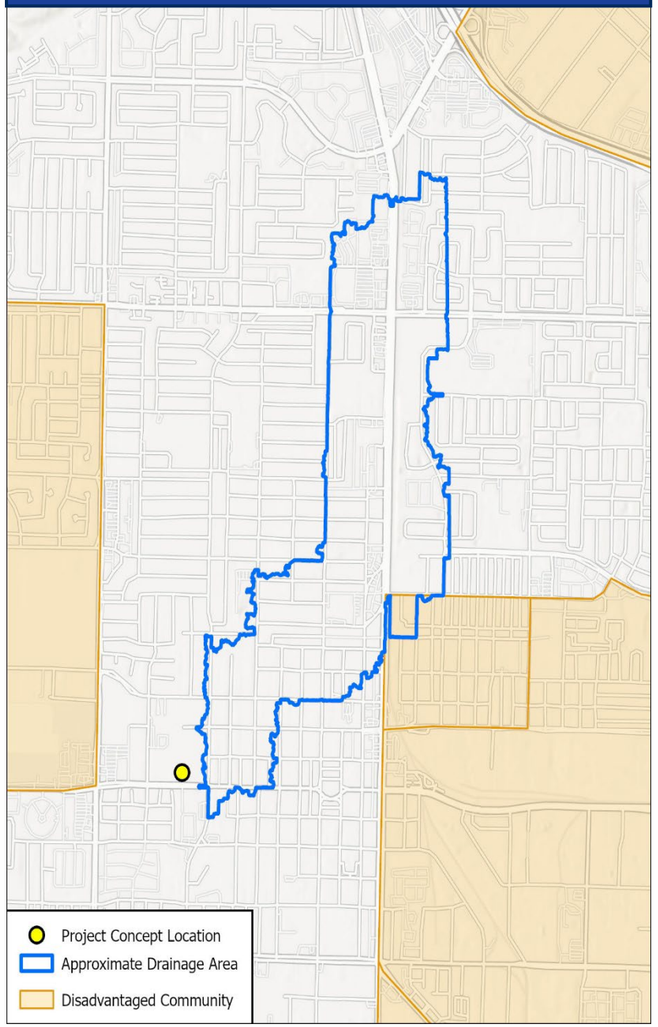
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project is in a park or potential park
- Project is on community anchor parcel
- Project is can support educational signage or promote education-focused events
- Project benefits a socially vulnerable community
- Project benefits an environmentally vulnerable community
- Project is located in one or more priority growth areas
- Project is in a tract w/ CalEnviroscreen score >50th pct.

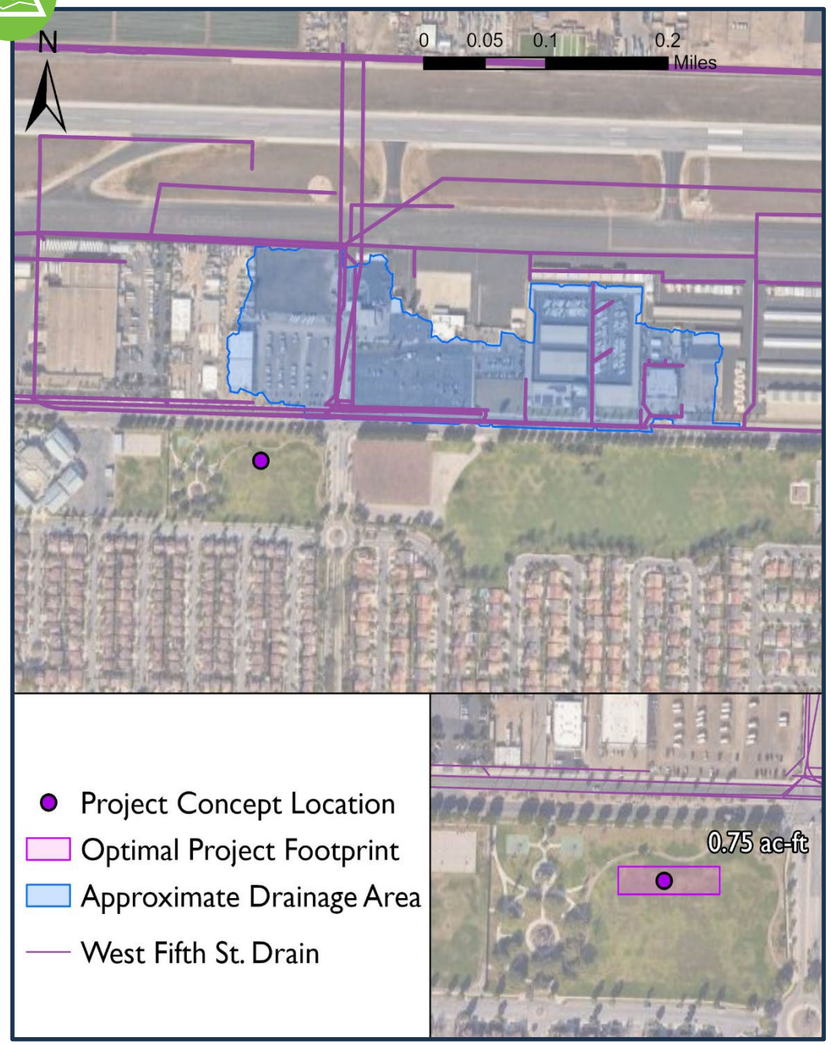
DISADVANTAGED COMMUNITY MAP



The Campus Park Filtration BMP project offers substantial potential benefits in terms of both pollutant load reductions and benefits to surrounding communities. Among this particular project's key features are its potential for nutrient load reductions and the inclusion of disadvantaged community area within and in close proximity to the approximate drainage area boundaries. This project is among the most preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Dunkirk Park Filtration BMP



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	25 acres
TOTAL STORAGE VOLUME	0.75 acre-ft
TOTAL RUNOFF FILTERED	21 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

A stormwater pipe currently runs beneath W. 5th St. which could be diverted to an underground storage gallery located under the existing grass field. Further investigation is required to determine the current status of various City and County-owned storm drains in this area, but a project in this area would help treat drainage from industrial parcels surrounding the airport.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$4,845,000
Annual O&M Costs ($)	$300,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 185020101
- Owner: City of Oxnard

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Filtration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances.

Model Details:

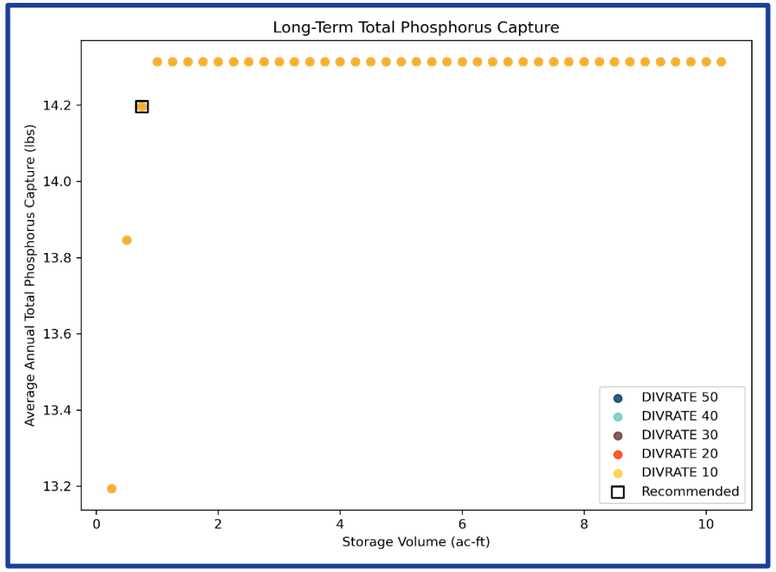
- **150 ft** diversion from storm drain, with drainage area of **25 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **0.75 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure –Dunkirk Park Filtration BMP

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.01	0.01
Pesticides - Permethrin	3.2	3.2
Nutrients - Total Nitrogen (TN)	7.3	7.3
Nutrients - Total Phosphorus (TP)	14.2	14.31
Metals – Copper (Cu)	0.96	0.96
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

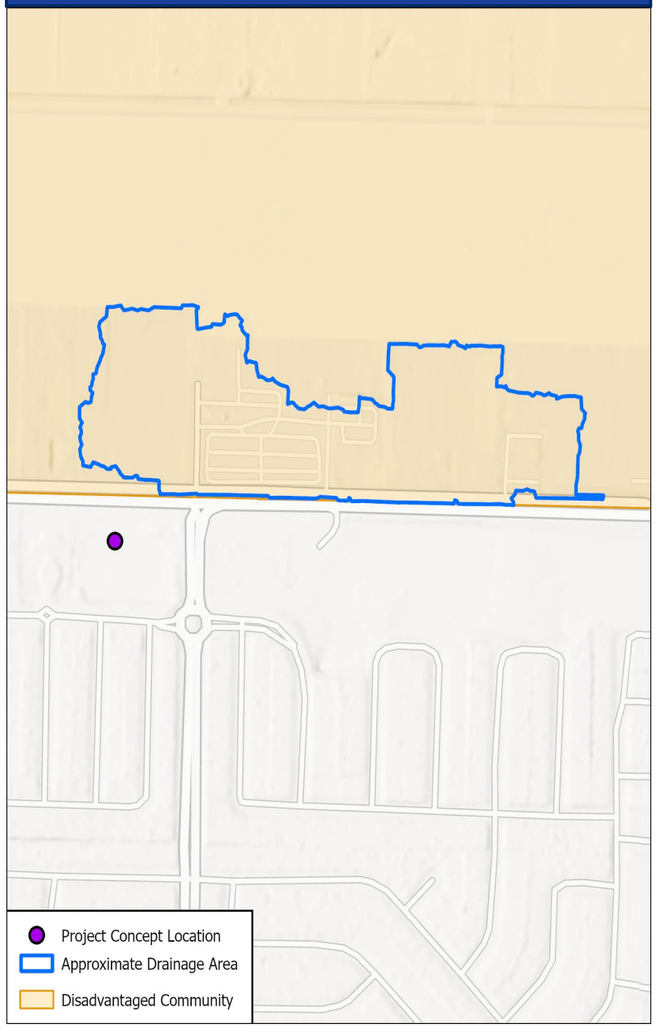
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project is in a park or potential park
- Project is on community anchor parcel
- Project is can support educational signage or promote education-focused events
- Project benefits a socially vulnerable community

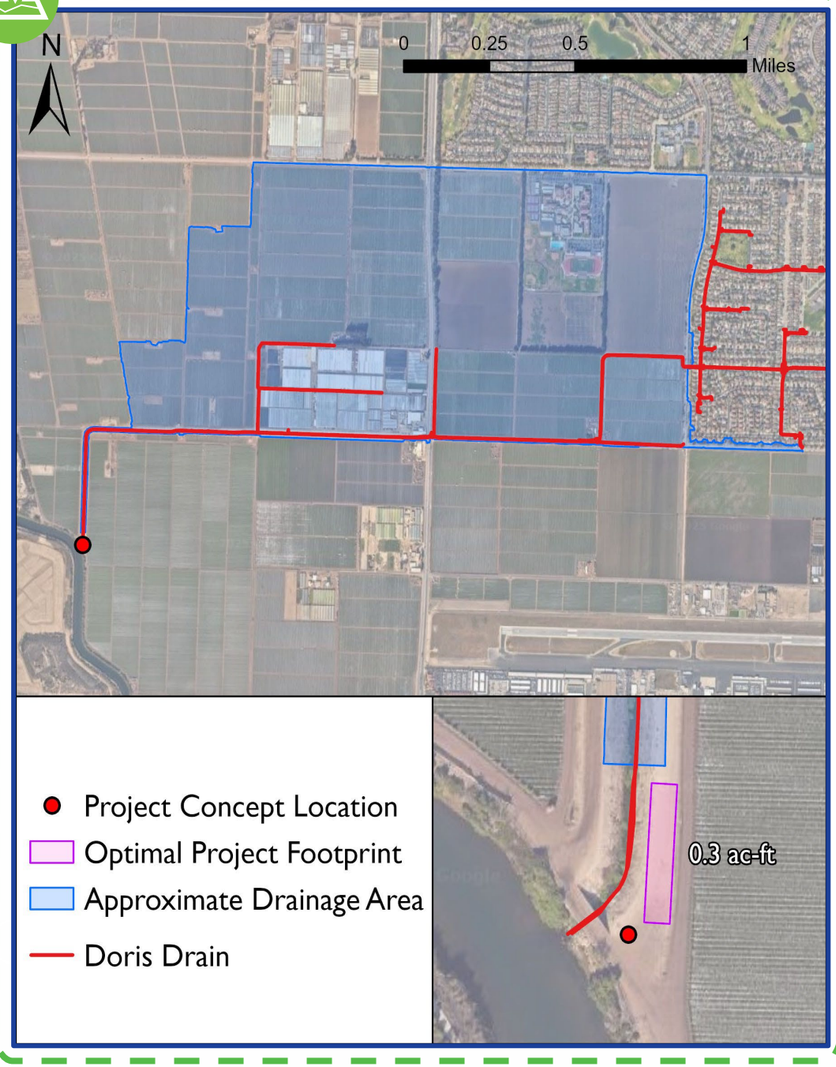
DISADVANTAGED COMMUNITY MAP



The Dunkirk Park Filtration BMP project offers substantial potential benefits to disadvantaged communities. Among this particular project's key features are its potential for phosphorus load reductions and the inclusion of disadvantaged community area within nearly all of its approximate drainage area. This project is among the most preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Doris Drain Outfall Filtration BMP



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	733 acres
TOTAL STORAGE VOLUME	0.3 acre-ft
TOTAL RUNOFF FILTERED	195 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

The Doris Drain channel is owned by the Ventura County Flood control district. Project footprint space is limited on the site but a small subsurface storage gallery could be built near its outfall to Edison Canal.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$4,340,000
Annual O&M Costs ($)	$150,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 183001065
- Owner: Ventura County Flood Control District

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Filtration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances.

Model Details:

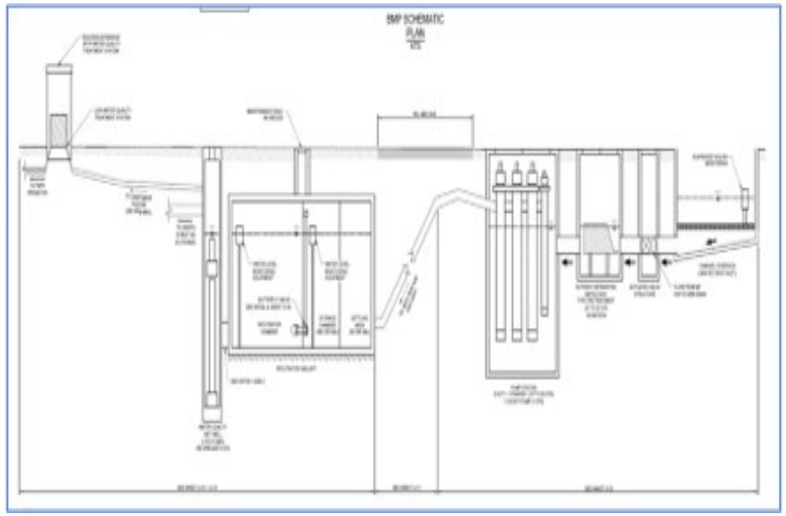
- **25 ft** diversion from channel, with drainage area of **733 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume limited to **0.3 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure –Doris Drain Outfall Filtration BMP

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.02	0.04
Pesticides - Permethrin	6.7	19
Nutrients - Total Nitrogen (TN)	66.71	107.82
Nutrients - Total Phosphorus (TP)	28.06	77.81
Metals – Copper (Cu)	2.06	5.68
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

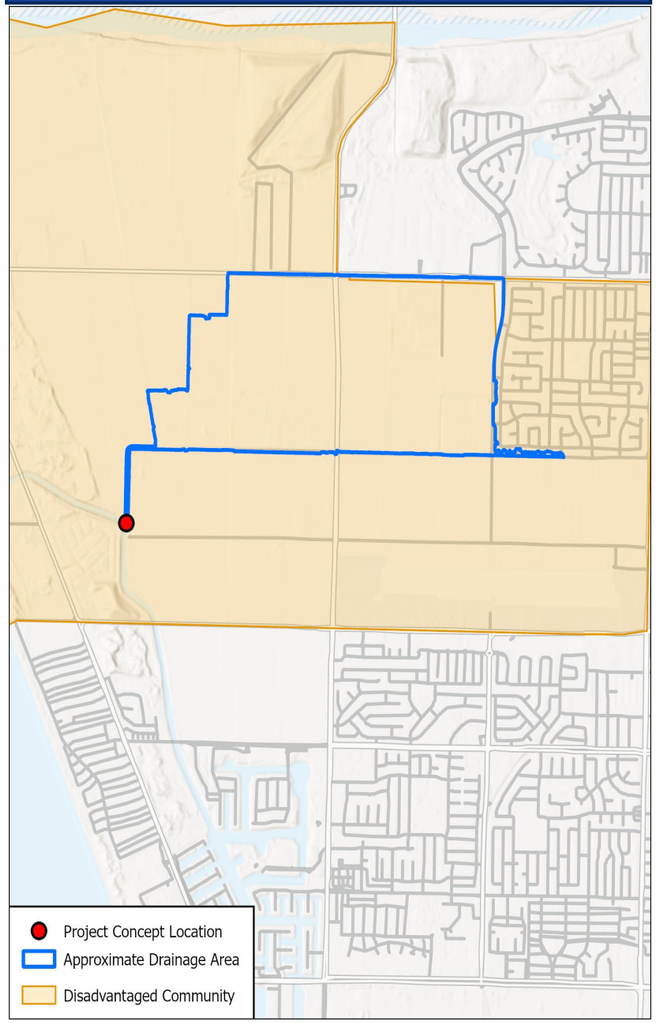
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project benefits a disadvantaged community
- Project benefits a socially vulnerable community
- Project benefits an environmentally vulnerable community
- Project is in a tract w/ CalEnviroscreen score >50th pct.

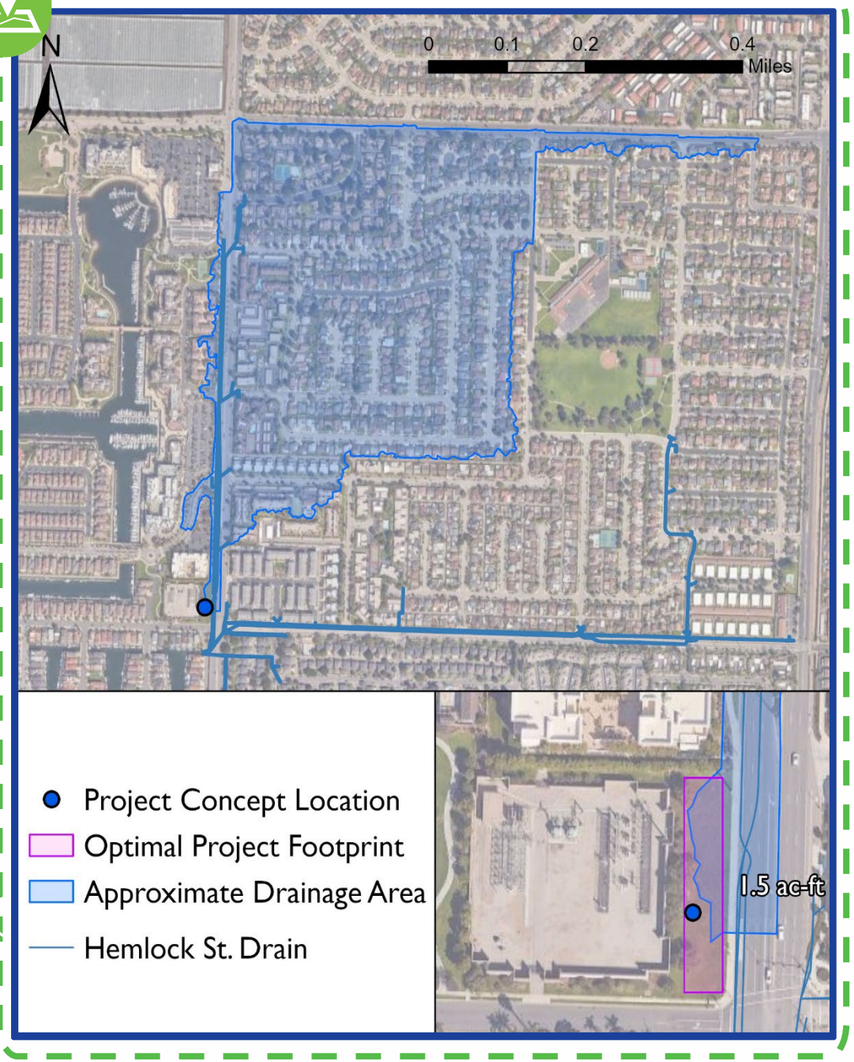
DISADVANTAGED COMMUNITY MAP



The Doris Drain Outfall Filtration BMP project offers substantial potential benefits in terms of both pollutant load reductions and benefits to surrounding communities. Among this project's key features are its potential for nutrient load reductions and the inclusion of disadvantaged community area within and in close proximity to the approximate drainage area boundaries. This project is among the preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Edison Hemlock Drain North



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	114 acres
TOTAL STORAGE VOLUME	1.5 acre-ft
TOTAL RUNOFF FILTERED	32 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

There is currently unused open grass in this parcel adjacent to Edison power equipment. A storm drain runs beneath Victoria Ave. that could be diverted to a subsurface storage gallery and treated before its outfall to the Harbor.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$6,674,000
Annual O&M Costs ($)	$300,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 188031008
- Owner: Southern California Edison Company

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Infiltration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances and site-specific disturbances; will need geotech. Information to determine whether infiltration rates will exceed 0.5 in/hr.

Model Details:

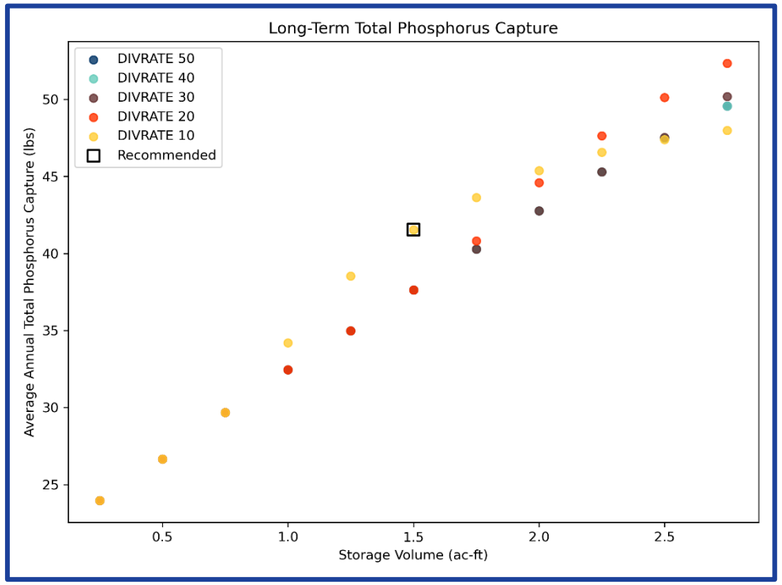
- **25 ft** diversion from storm drain, with drainage area of **114 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **1.5 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure –Edison Hemlock Drain North

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.02	0.02
Pesticides - Permethrin	8.7	10
Nutrients - Total Nitrogen (TN)	51.61	50.73
Nutrients - Total Phosphorus (TP)	41.54	49.14
Metals – Copper (Cu)	2.89	3.33
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

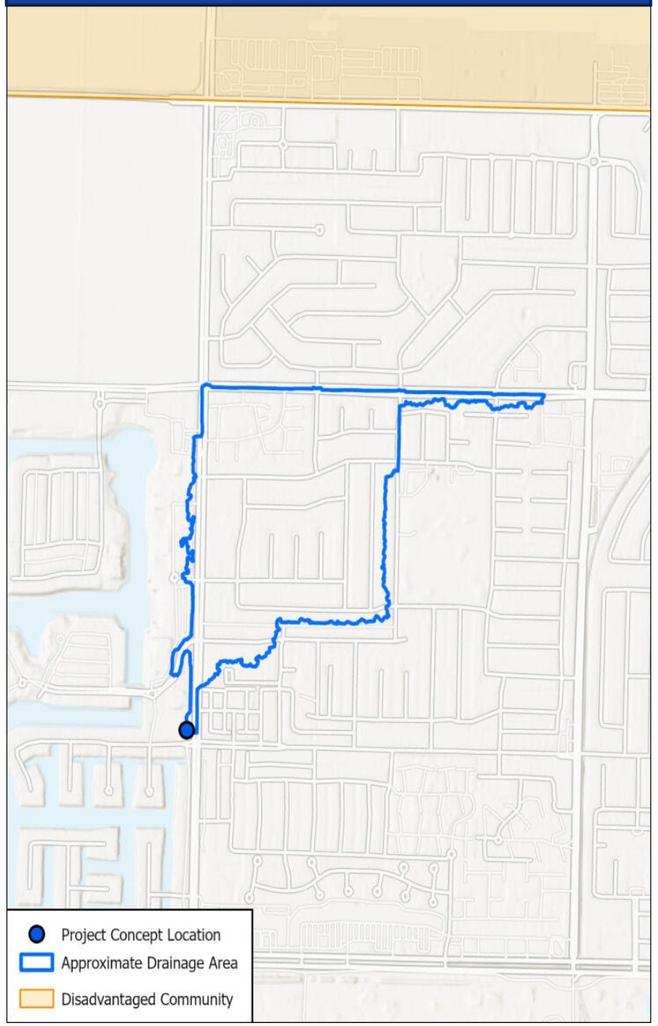
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project benefits a socially vulnerable community.
- Supplementary efforts may be necessary to enhance this project's potential to provide community benefits.

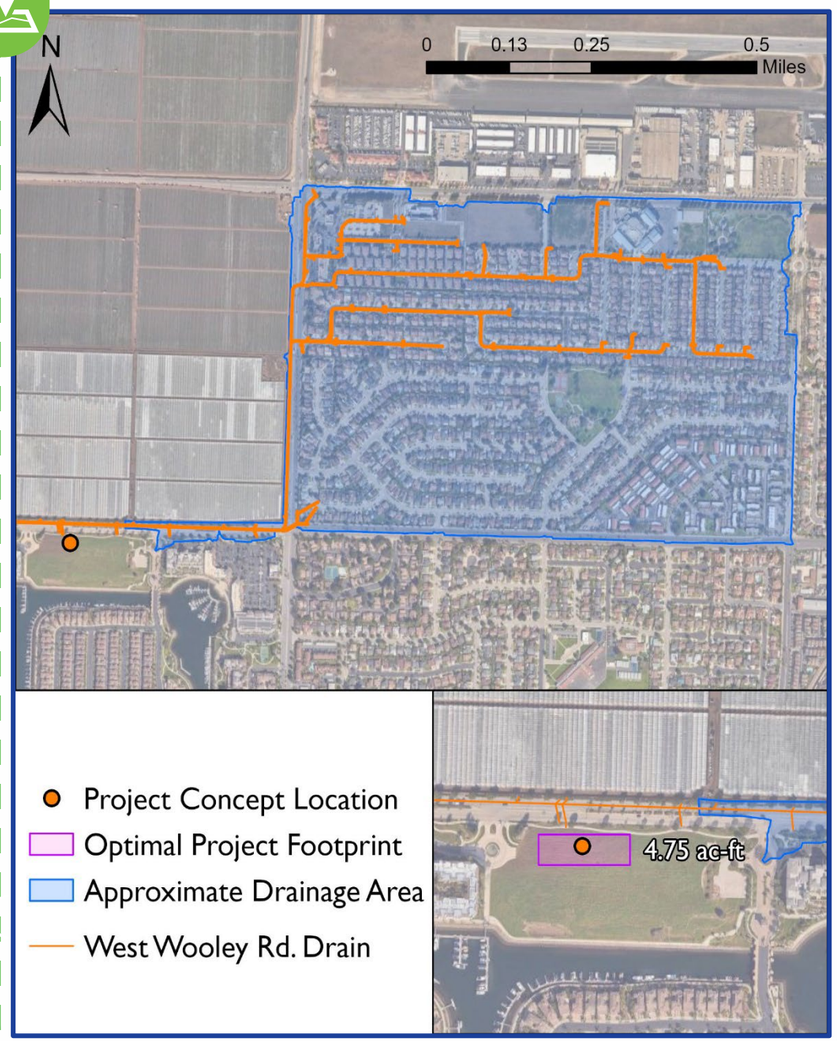
DISADVANTAGED COMMUNITY MAP



The Edison Hemlock Drain Nork project offers substantial potential benefits in terms of both pollutant load reductions and benefits to surrounding communities. Among this project's key features are its potential for nutrient load reductions and the inclusion of disadvantaged community area within and in close proximity to the approximate drainage area boundaries. This project is among the preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Seabridge Elementary



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	273 acres
TOTAL STORAGE VOLUME	4.75 acre-ft
TOTAL RUNOFF FILTERED	50 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

A storm drain runs beneath W. Wooley Rd. adjacent to the future site of Seabridge Elementary. Stormwater flow could be diverted from this pipe to a subsurface gallery that could be included in the development of the school site. The development of a new school at the site provides a good opportunity to include regional stormwater management and Low Impact Design at the site.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$14,359,000
Annual O&M Costs ($)	$300,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 188025030
- Owner: Oxnard School District

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Infiltration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances and site-specific disturbances; will need geotech. Information to determine whether infiltration rates will exceed 0.5 in/hr.

Model Details:

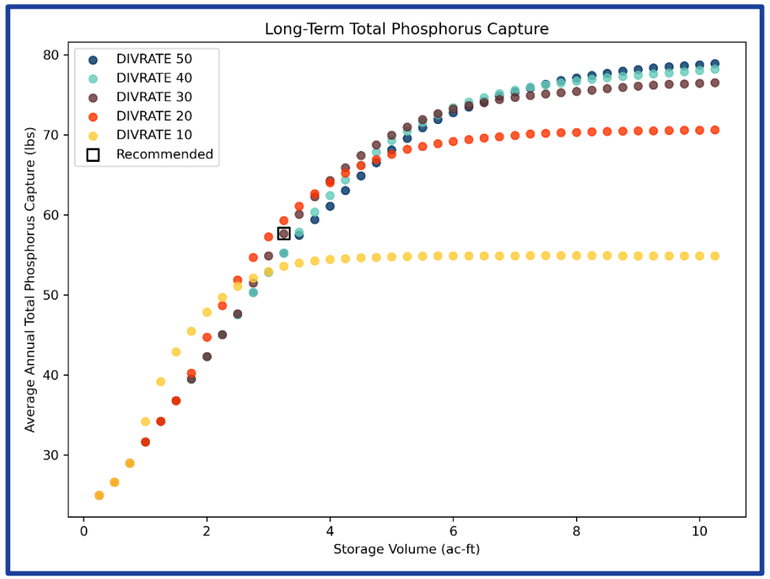
- **125 ft** diversion from storm drain, with drainage area of **273 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **4.75 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure – Seabridge Elementary

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.04	0.04
Pesticides - Permethrin	15	16
Nutrients - Total Nitrogen (TN)	71.44	70.84
Nutrients - Total Phosphorus (TP)	68.76	76.44
Metals – Copper (Cu)	4.85	5.27
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

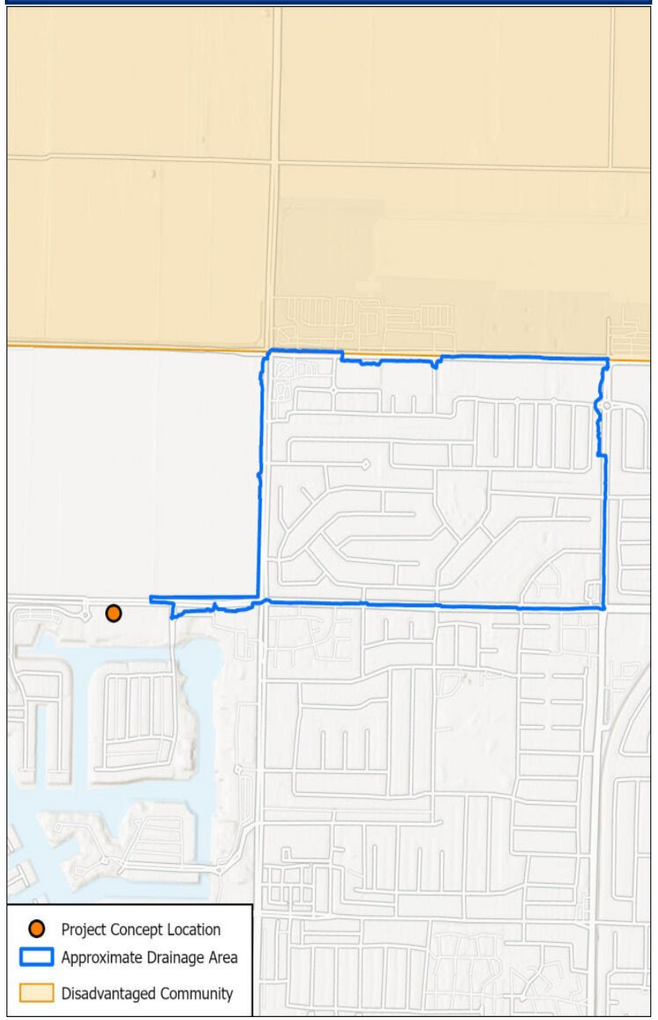
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project is on community anchor parcel
- Project is adjacent to right-of-way in high injury network
- Project benefits a socially vulnerable community

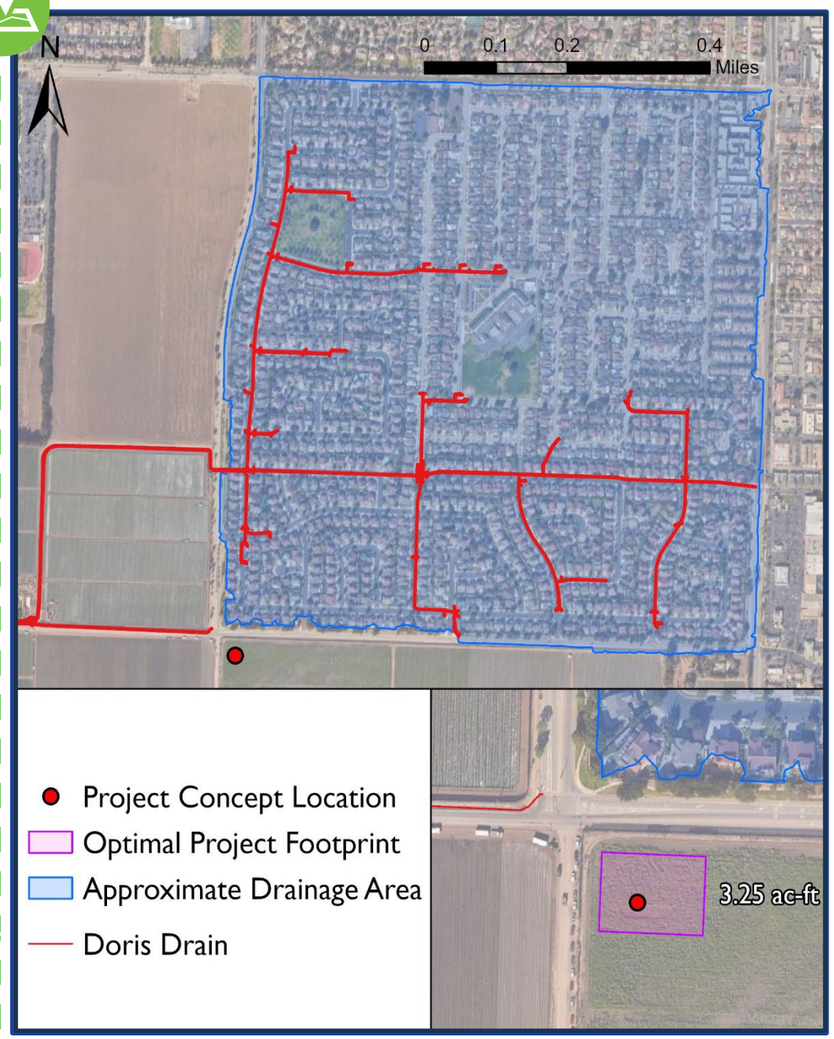
DISADVANTAGED COMMUNITY MAP



The Seabridge Elementary project offers substantial potential benefits in terms of both pollutant load reductions and benefits to surrounding communities. Among this project's key features are its potential for nutrients (TN and TP) load reductions and the parallelism of disadvantaged community area within and in close proximity to the approximate drainage area boundaries. This project is among the most preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Teal Club Infiltration BMP (Configured as Filtration Project)



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	352 acres
TOTAL STORAGE VOLUME	3.25 acre-ft
TOTAL RUNOFF FILTERED	75 acre-ft/yr

PROJECT DESCRIPTRION

The treatment of key pollutants of concern, such as nutrients and pesticides, can be carried out via engineered treatment systems that divert and filter stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can include proprietary capture and filtration systems with subsurface storage (which parks and parking lots can be built on) and utilize filter devices to remove particles and associated pollutants.

This site has been previously identified in planning efforts related for a potential housing development in the area. This project would treat stormwater draining from the subdivision to the north. This site was identified as a location for an infiltration project, which would require geotechnical verification for proper infiltration rates in the native soil. This project has also been evaluated as a filtration treatment rather than infiltration. Water would need to be diverted from the drain that runs under Lilac Walk and daylights after crossing beneath N Patterson Rd.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$11,398,000
Annual O&M Costs ($)	$300,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 183007025
- Owner: Oxnard School District

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Infiltration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances and site-specific disturbances; will need geotech. Information to determine whether infiltration rates will exceed 0.5 in/hr.

Model Details:

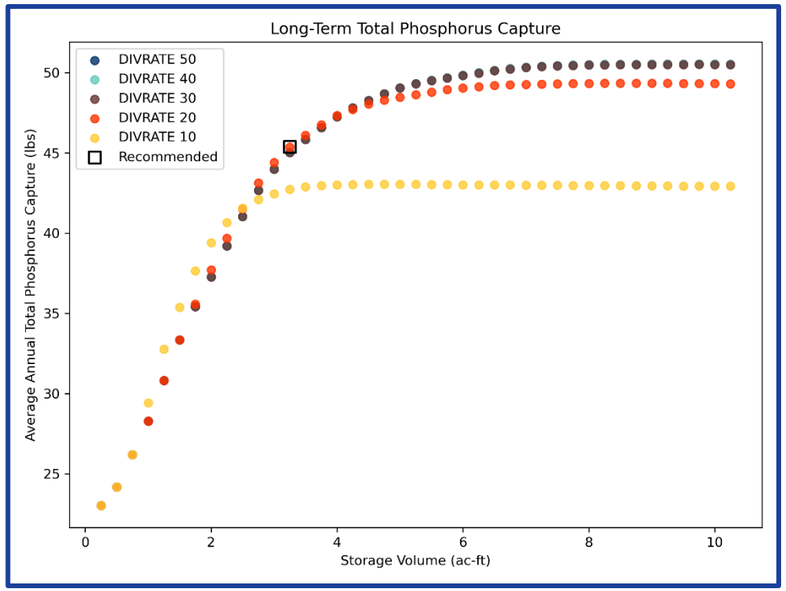
- **1200 ft** storm drain diversion, with drainage area of **352 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **3.25 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Kraken **2.88 cfs** filter unit, returns treated water to the MS4.

STRUCTURAL STRATEGIES

Structural Control Measure – Teal Club Infiltration BMP (Configured as Filtration Project)

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.02	0.03
Pesticides - Permethrin	10	11
Nutrients - Total Nitrogen (TN)	40.13	40.12
Nutrients - Total Phosphorus (TP)	45.36	49.31
Metals – Copper (Cu)	3.37	3.59
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Field Filtration Unit

- Improves water quality through stormwater capture, storage and filtration.
- Reduces pollutant loads in stormwater runoff prior to its entry into waterways.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and subsequent impacts such as eutrophication and algal blooms.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

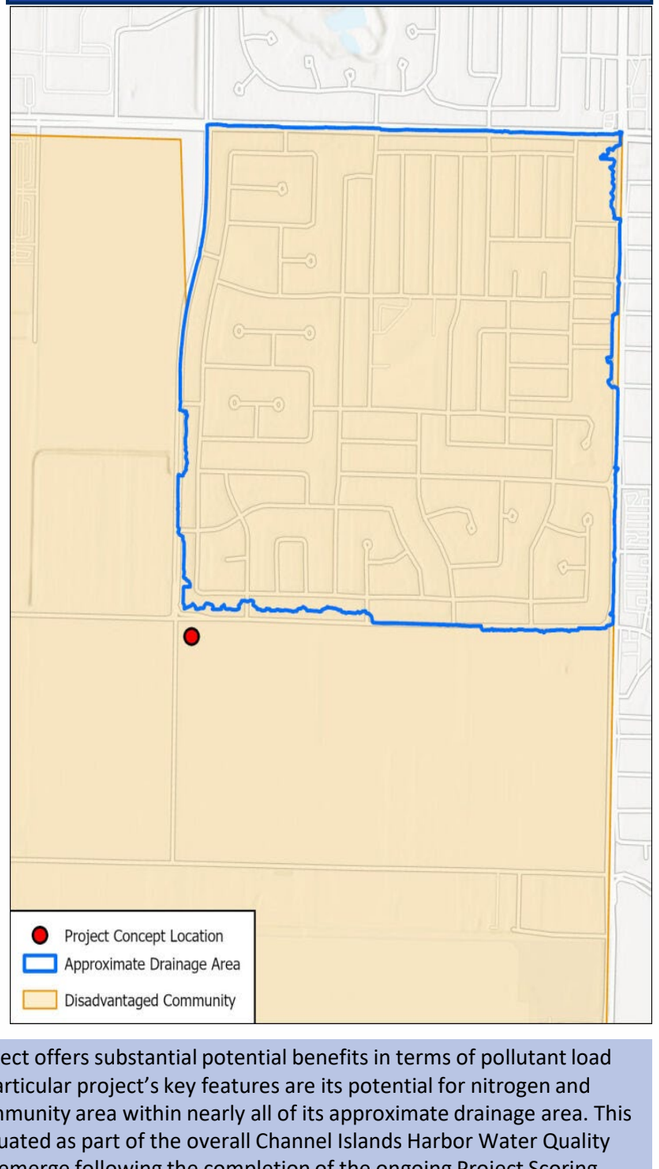
POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- Community Development Block Grant Program (Annual)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project is adjacent to right-of-way in high injury network
- Project benefits a disadvantaged community
- Project benefits a socially vulnerable community
- Project benefits an environmentally vulnerable community
- Project is in a tract w/ CalEnviroscreen score >50th pct

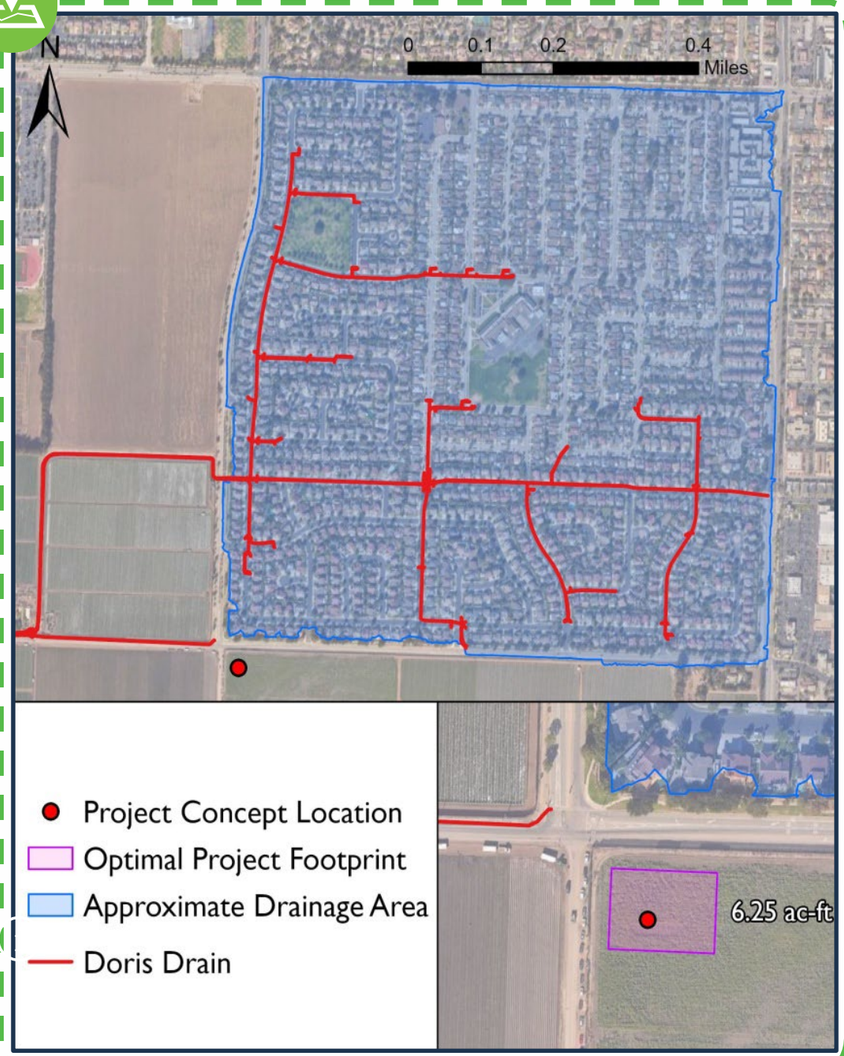
DISADVANTAGED COMMUNITY MAP



The Teal Club Infiltration BMP (Configured as Filtration Project) project offers substantial potential benefits in terms of pollutant load reductions and benefits to surrounding communities. Among this particular project's key features are its potential for nitrogen and phosphorus load reductions and the inclusion of disadvantaged community area within nearly all of its approximate drainage area. This project is among the most preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Teal Club Infiltration BMP



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	352 acres
TOTAL STORAGE VOLUME	6.25 acre-ft
TOTAL RUNOFF FILTERED	61 acre-ft/yr

PROJECT DESCRIPTRION

The reduction of key pollutants of concern can be carried out via engineered treatment systems that divert and infiltrate stormwater along its conveyance towards select discharge points to the Harbor. Treatment systems can focus on infiltration, where runoff infiltrates into underlying soil.

This site has been previously identified in planning efforts related for a potential housing development in the area. This project would treat stormwater draining from the subdivision to the north. This site was identified as a location for an infiltration project, which would require geotechnical verification for proper infiltration rates in the native soil. This project has also been evaluated as a filtration treatment rather than infiltration. Water would need to be diverted from the drain that runs under Lilac Walk and daylights after crossing beneath N Patterson Rd.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$17,169,000
Annual O&M Costs ($)	$188,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 183007025
- Owner: Oxnard School District

Permitting:

- Medium effort – Potential need for Encroachment and Grading, Floodplain Development, NPDES Construction General Permits.
- Additional site-specific permitting requirements may apply.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- Infiltration BMPs accompanied by requirements for O&M as well as associated costs.

Other:

- Land ownership has potential to present challenges; limited private opportunities exist that are not accompanied with required land use reallocation.
- Potential for construction site-related disturbances and site-specific disturbances; will need geotech. Information to determine whether infiltration rates will exceed 0.5 in/hr.

Model Details:

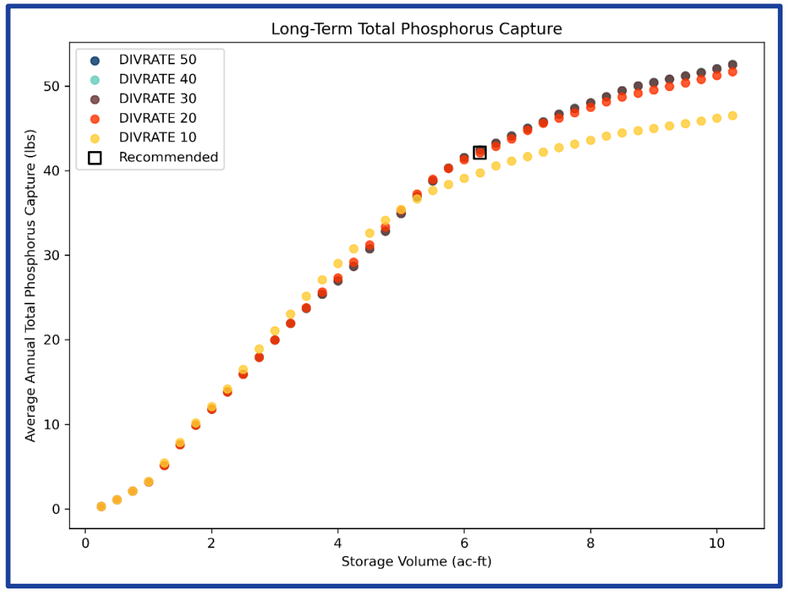
- **1200 ft** storm drain diversion, with drainage area of **352 acres**.
- Maximum feasible footprint based on desktop GIS; subsurface gallery storage volume optimized to **6.25 ac-ft**
- Also modeled with **1 acre** footprint (10 ac-ft storage) as hypothetical land use reallocation
- Infiltration rate of **0.5 in/hr** (per Ventura County Technical Guidance Manual for Stormwater Quality Measures)

STRUCTURAL STRATEGIES

Structural Control Measure – Teal Club Infiltration BMP

PROJECT EVALUATION

Water Quality Benefits		
Constituent	Optimized Configuration	Standardized 10 acre-foot Storage
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	0.02	0.03
Pesticides - Permethrin	8.9	11
Nutrients - Total Nitrogen (TN)	81.94	87.55
Nutrients - Total Phosphorus (TP)	42.11	51.23
Metals – Copper (Cu)	3.34	4.00
Bacteria – *Enterococcous*	6.4 x 10^{9} MPN	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	



BMP Storage Volume Optimization compared various diversion rates ranging from 10-50 cfs and storage volumes ranging from 0.25 ac-ft up to the largest volume possible based on a project's maximum feasible footprint, selecting the most cost-efficient configuration.

Underground Infiltration Tank

- Improves water quality through stormwater capture, storage, and infiltration.
- Reduces surface runoff and lowers peak flows into stormwater systems by capturing runoff.
- Prevents impacts to public health from pesticides and metals.
- Can prevent nutrient load exceedances and impacts such as eutrophication and algal blooms.
- Potential for groundwater recharge
- Low impact development (LID) strategies help reduce the environmental impact of land development.
- Can be installed under existing development structures such as parking lots, roadways, parks, etc.

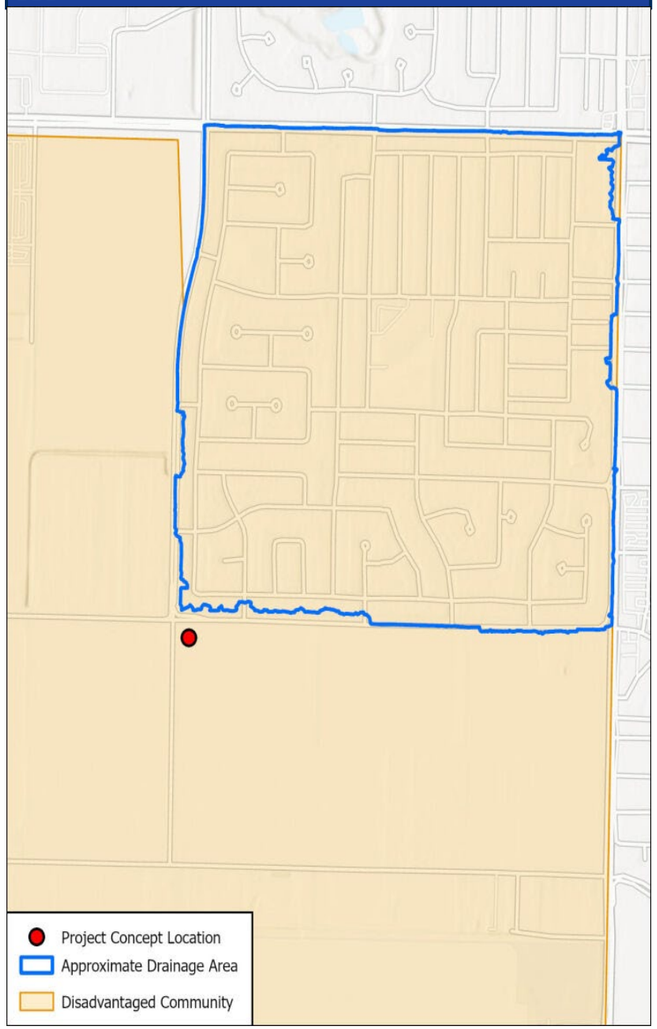
POTENTIAL FUNDING SOURCES

- Proposition 4 (Anticipated 2026)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- State Water Resource Control Board Replacing, Removing, or Upgrading Underground Storage Tanks (Current)
- California Department of Parks and Recreation Land and Water Conservation Fund (Current)
- Small Surface Water and Groundwater Storage Projects (Anticipated 2026)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

Additional Community Benefits

- Project is adjacent to right-of-way in high injury network
- Project benefits a disadvantaged community
- Project benefits a socially vulnerable community
- Project benefits an environmentally vulnerable community
- Project is in a tract w/ CalEnviroscreen score >50th pct

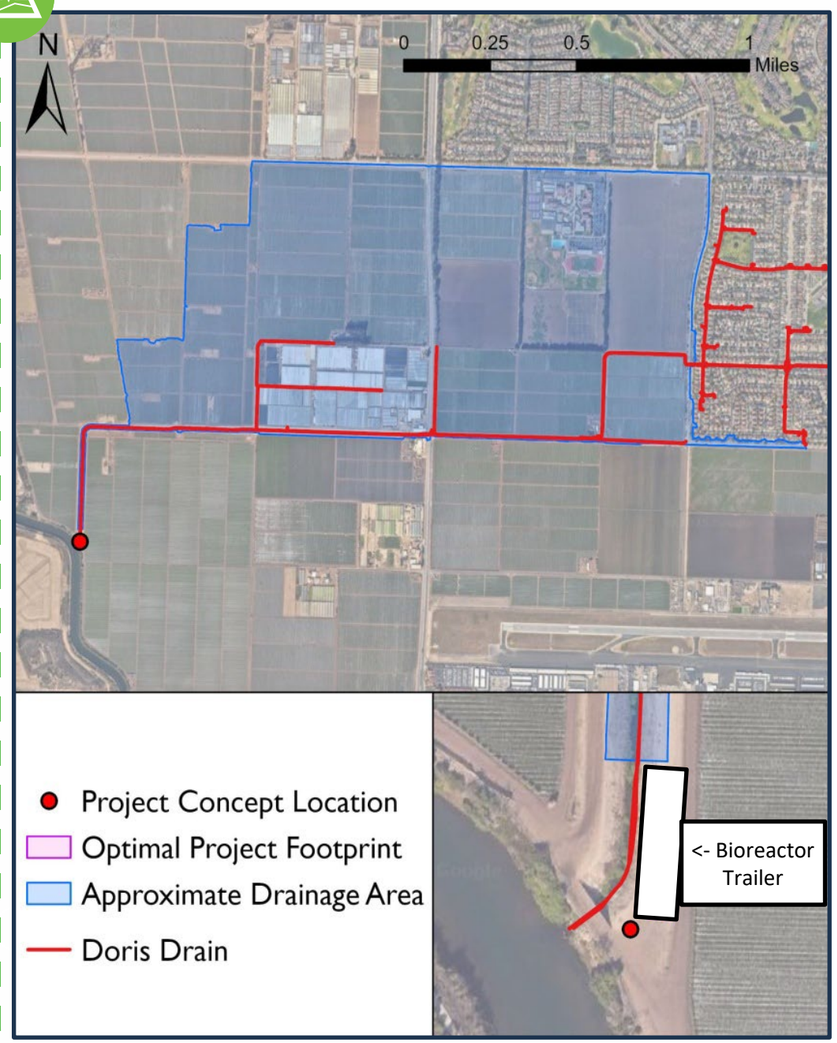
DISADVANTAGED COMMUNITY MAP



The Teal Club Infiltration BMP project offers substantial potential benefits in terms of pollutant load reductions and benefits to surrounding communities. Among this particular project's key features are its potential for nitrogen and bacteria load reductions and the inclusion of disadvantaged community area within nearly all of its approximate drainage area. This project is among the most preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

STRUCTURAL STRATEGIES

Structural Control Measure – Doris Drain Agricultural Runoff Treatment System



DRAINAGE AREA & PERFORMANCE CHARACTERISTICS	
TOTAL DRAINAGE AREA COVERED	**733 acres**
TOTAL NITROGEN CAPTURED	**1.4 - 40 lbs/yr**

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

PROJECT DESCRIPTRION

An agricultural runoff treatment system is an engineered system designed to capture and treat water runoff from farm fields, aiming to remove pollutants like sediment, nutrients, and pesticides before they reach waterways. Design features typically include components like sedimentation basins, constructed wetlands, water control structure(s), and in some cases proprietary-type nutrient or other pollutant removal active treatment stages. Specifically, a system option that has potential for use in this context is a denitrifying bioreactor, which operates by reducing nitrate to nitrogen gas.
This opportunity would require the installation of a weir in the flood control channel that would raise the water level and maintain some water in the channel at most times of the year. This system's design configuration would depend on the target removal concentration and site constraints. The project was modeled using the recommended pump size based on the available space at the site (15 GPM) as well as a large system to determine a more idealized treatment for this location (100 GPM). These sorts of systems could also be designed at a small scale to treat drainage from individual farmer's fields. This treatment type could also be combined with other treatment devices.

PROJECT COST ESTIMATE[1]

Capital Cost ($)	$40,000
Annual O&M Costs ($)	$8,000

Project Cost Assumptions:

- Capital costs estimated using most updated unit costs for key components of project design
- O&M costs estimated using available information from similar project types.

[1]Preliminary costs are a planning level estimate that serve as a basis for comparison between project site locations and strategy types, but a more detailed site-specific cost estimate will be required to secure future project phases; information used is most up-to-date as of early 2025. These costs reflect the optimized storage volume configurations.

KEY IMPLEMENTATION CONSIDERATIONS

Parcel Information:

- APN: 183001065
- Owner: Ventura County Flood Control District

Permitting:

- Medium effort – Potential need for Encroachment/Watercourse Permit.
- Need for consideration of regulatory compliance.
- Coordination with County Departments recommended.

Timeline:

- Mid-term design/construction timeline.

Utility Constraints

- Necessity for consideration of utility-related constraints, such as proximity to sanitary sewers, gas and power lines, etc.

Long-term O&M:

- System accompanied by requirements for O&M as well as associated costs.

Other:

- Agricultural runoff treatment system effects maximized with placement closer to runoff sources, may create need for additional coordination with agricultural landowners.
- Agricultural runoff treatment systems can potentially be combined with other types of strategies.

Model Details:

- Located at major agricultural drainage outfall to Edison Canal. Tailwater Systems Denitrifying Bioreactors modeled as **15 GPM** and **100 GPM** nitrogen removal devices.
- Model assumes construction of weir at outfall to canal; increasing water depth.
- Storage volume assumed as volume in channel behind 4ft weir

STRUCTURAL STRATEGIES

Structural Control Measure – Doris Drain Agricultural Runoff Treatment System

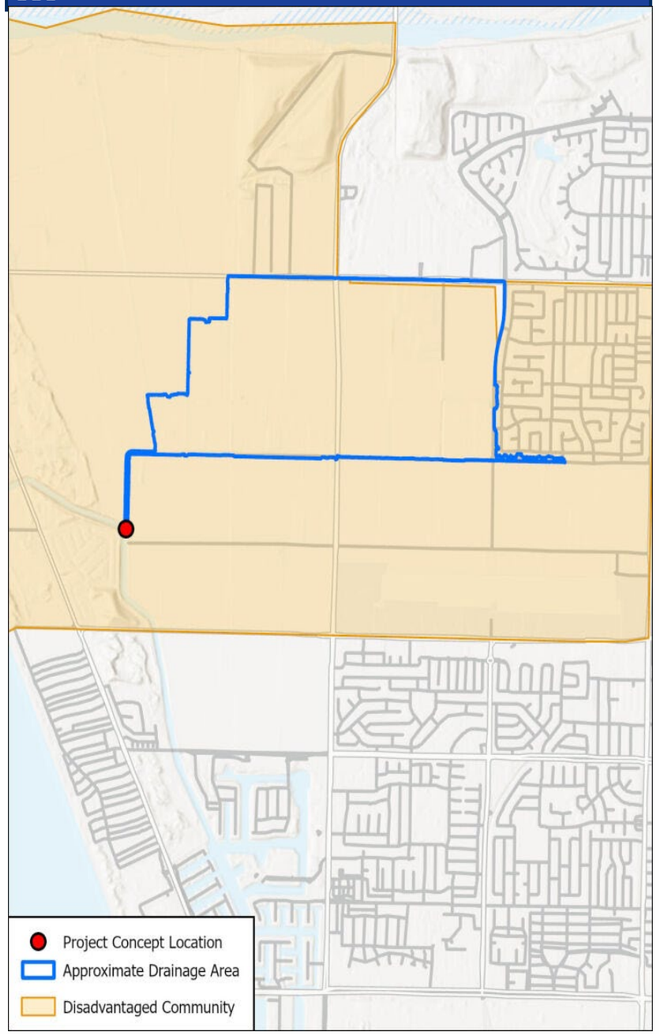
PROJECT EVALUATION

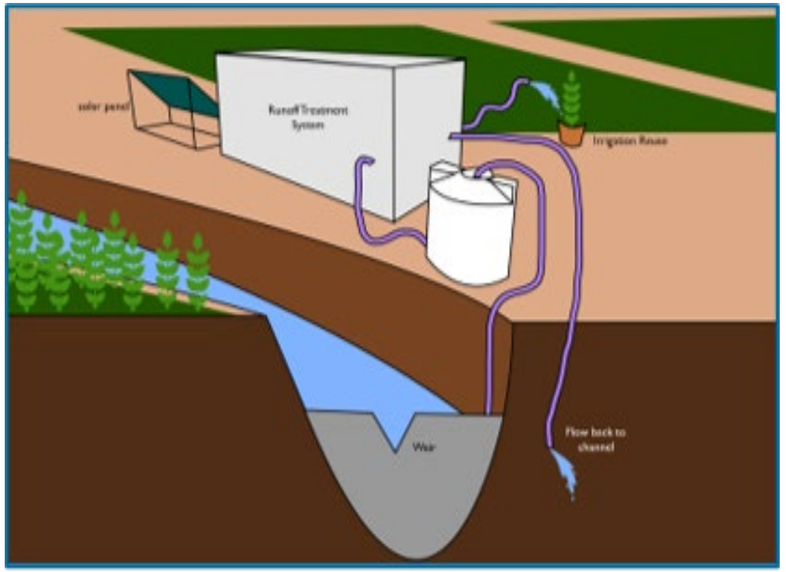
Water Quality Benefits		
Constituent	15 GPM Pump	100 GPM Pump
	Average Annual Load Reduction (lbs)	
Pesticides - Bifenthrin	--	--
Pesticides - Permethrin	--	--
Nutrients - Total Nitrogen (TN)	1.4	40
Nutrients - Total Phosphorus (TP)	--	--
Metals – Copper (Cu)	--	--
Bacteria – *Enterococcous*	--	--
Dissolved Oxygen (DO)	--	--
Water Residence Time	Impact To Harbor Circulation: None	

POTENTIAL FUNDING SOURCES

- Nonpoint Source Pollution 319 Grant Program (Open on a per project basis – expected to release a call for projects in December)
- Proposition 4 (Anticipated 2026)
- Agricultural Drainage Management Loan Program (Current)
- State Water Resource Control Board Clean Water State Revolving Fund (Current)
- California Wildlife Conservation Control Board Stream Flow Enhancement Program (Current)

DISADVANTAGED COMMUNITY MAP





Tailwater Systems Denitrifying Bioreactor

- Improves water quality through the removal of nitrogen from agricultural runoff.
- Prevents consequential impacts of nutrient load exceedances such as algal blooms and eutrophication, which can cause decreases in DO levels and negatively affect aquatic life.
- Potential for water conservation through beneficial reuse of treated runoff for irrigation.
- Prevents infiltration of nutrient pollution into groundwater resources.
- Additional systems can be added to increase Nitrogen removal

Additional Community Benefits

- 3 out of 4 projects benefit a disadvantaged community
- 4 out of 4 projects benefit a socially vulnerable community
- 2 out of 4 projects benefit an environmentally vulnerable community
- 3 out of 4 projects in a tract w/ CalEnviroscreen score >50th pct.

The Doris Drain Agricultural Runoff Treatment System project offers substantial potential benefits in terms of both pollutant load reductions and benefits to surrounding communities. Among this project's key features are its potential for nutritent (TN) load reductions and the inclusion of disadvantaged community area within and in close proximity to the approximate drainage area boundaries. This project is among the preferable of the structural projects evaluated as part of the overall Channel Islands Harbor Water Quality Project, and we anticipate evidential support for this preference to emerge following the completion of the ongoing Project Scoring Matrix effort.

Channel Island Harbor Project Scoring Matrix

The Project Scoring Matrix integrates both qualitative and quantitative information to evaluate the features and characteristics of potential mitigation strategies evaluated for potential implementation to address water quality and circulation challenges in the Channel Islands Harbor (Harbor). While the qualitative and quantitative information includes a diverse array of potential evaluation parameters, only a subset of key parameters are ultimately used in scoring and ranking the potential mitigation strategies. Key scoring and ranking parameters include water quality and circulation benefits, cost, and calculated measures combining water quality, circulation benefits, and cost to address overall cost effectiveness. Other evaluated parameters including various implementation considerations and community benefits may be used for future project evaluation and/or prioritization for specific funding or other purposes, but are not used as factors to rank mitigation strategies. A summary of the metrics and attributes used for scoring and ranking projects, supplementary filtering options, and ranking into implementation tiers is presented in Table 1.

The Project Scoring Matrix includes six tabs: Project Scoring Matrix, Community Benefits, Watershed Scoring Results, Receiving Water Scoring Results, Tiered Watershed Results, and Cleaned Receiving Water Results.

- The **Project Scoring Matrix** Tab 1 includes a comprehensive inventory of metrics and attributes considered in the overall evaluation process of potential mitigation strategies.
- The **Community Benefits** Tab 2 inventories 10 potential community benefits evaluated for each potential mitigation strategy. These factors are not used directly in project ranking.
- The **Watershed Scoring Results** and **Receiving Water Scoring Results** (Tabs 3 and 4, respectively) compile and synthesize metrics and attributes presented in the Project Scoring Matrix tab – separately for both Watershed and Receiving Water Mitigation Strategies – and generate summary information informative for supplemental evaluation and filtering of potential mitigation strategies.
- The **Tiered Watershed Results** and **Cleaned Receiving Water Results** (Tabs 5 and 6, respectively) reframe the synthesized information and present mitigation strategies ranked by water quality and circulation improvement parameters. For Watershed strategies, results are presented within tiers organized by implementation considerations and complexity. Receiving Water strategy results are presented in a simplified manner for easy data visualization.

Table 1. Metrics and Attributes Use Summary in Project Scoring Matrix

Metric/Attribute	Factored into Project Ranking	Supplementary Filter Criteria	Tiers Ranking
Bifenthrin Load Reduction (lbs/yr)	Yes	No	No
Bifenthrin Watershed Load Reduction (%)	Yes	No	No
Permethrin Load Reduction (lbs/yr)	Yes	No	No
Permethrin Watershed Load Reduction (%)	Yes	No	No
Nitrogen Load Reduction (lbs/yr)	Yes	No	No
Nitrogen Watershed Load Reduction (%)	Yes	No	No
Phosphorus Load Reduction (lbs/yr)	Yes	No	No
Phosphorus Watershed Load Reduction (%)	Yes	No	No
Copper Load Reduction (lbs/yr)	Yes	No	No
Copper Watershed Load Reduction (%)	Yes	No	No
Bacteria Load Reduction (MPN)	Yes	No	No
Bacteria Watershed Load Reduction (%)	Yes	No	No
Additive Percent Load Reduction (Upstream) OR Percent RT Reduction (RW) (%)	Yes	No	No
Cost-Effectiveness	Yes	No	No
Capital Cost	Yes	No	No
Annual O&M Cost	Yes	No	No
30-yr Lifecycle Cost	Yes	No	No
Parcel Ownership	No	Yes	Yes
Crosses Jurisdictional Boundaries	No	Yes	Yes
Permitting	No	Yes	Yes
DAC Benefits	No	Yes	No
Aesthetics Y/N	No	Yes	No
Aesthetic Improvements	No	Yes	No
Average Residence Time (RT) (Days)	No	Yes	No
Trash Reduction Y/N	No	Yes	No
CB Proportion	No	Yes	No

Both quantitative and qualitative data were used to evaluate key features of the various proposed watershed and in-harbor mitigation strategies. Quantitative data provides objective, measurable indicators for comparing project benefits and includes parameters such as pollutant discharge reductions, water residence time, and costs. Qualitative attributes capture contextual and subjective factors that influence project feasibility and community value. These attributes include parameters such as community enhancements and various implementation considerations such as permitting complexity, land use/ownership, and multi-jurisdictional coordination.

A normalization approach was used to meaningfully compare the disparate metrics and attributes used as part of mitigation strategy evaluation given the varied units and scales and qualitative assessments of implementation complexity. This structured approach enables a balanced assessment of multiple criteria, ensuring that projects are evaluated not only on technical merit but also on broader community and implementation feasibility considerations.

Scoring matrix outputs may be used for planning, implementation decision-making, and mitigation strategy prioritization. Projects with the highest scores typically deliver significant pollutant reductions at reasonable cost and/or may be prioritized by various compiled qualitative parameters. Prioritization parameters include items such as implementation complexity and timeline, eligibility for certain funding opportunities, or effectiveness in meeting specific goals such as improved water quality and clarity.

Tab 1 - Project Scoring Matrix: Contains an inventory of metrics and attributes for the compiled list of potential mitigation strategies. Compiled information includes four categories of metrics and attributes: Water Quality Benefits, Costs, Implementation Considerations, and Community Benefits.

Note that projects are described by Type and Name in Sheet 1 Column A. Project Type/Name color coding is carried throughout the Project Scoring Matrix tabs. Watershed Nonstructural Projects are blue. Watershed Structural Projects are yellow/orange. In-Harbor Receiving Water Projects are pink.

Detailed descriptions of the calculated and compiled metrics and attributes within the general categories are presented below. It should be noted that some metrics are repeated between the different Project Scoring Matrix tabs, repeated metrics and attributes are described in the first appearance.

Water Quality Benefits

Pollutant-specific modeled load reductions: Modeled results calculated relative to the amount of pollutant removed via mitigation strategy implementation for **Load Reduction**

(pounds (lbs) per year) and **Watershed Load Reduction (%)** which is the relative percent of the strategy-specific load reduction relative to the overall watershed loading for each modeled pollutant. Note- these metrics or presented for each modeled pollutant.

Average Residence Time (RT) (days): Modeled results calculated as the average reduction in water parcel residence time within the Channel Islands Harbor (Harbor) across the nine modeled Harbor zones. It should be noted that analysis and comparison of individual critical water zone residence time improvements yielded similar results to the average reduction, and thus the average reduction in water parcel residence time was used for this metric.

Additive Aggregate Pollutant Load Reduction or **Percent RT Reduction (%):** Calculated metric synthesizing the cumulative modeled pollutant-specific **Load Reductions** for upstream strategies. This metric assumes mitigation strategies that cumulatively reduce pollutant loading across multiple pollutant types provide a greater water quality benefit than strategies with less overall pollutant load reduction benefit. Recent research indicates addressing multiple pollutants through integrated strategies assists in achieving holistic water quality improvements, especially in complex and urbanized watersheds (Strokal et al 2018). Note- the load reductions are presented as watershed (watershed) or receiving water (RW) benefit based on strategy type. For receiving water strategies, this metric depicts the percent reduction in water parcel residence time rather than pollutant load reduction.

Cost-Effectiveness: Calculated metric that combines **Additive Aggregate Percent Load Reduction** or **Percent RT Reduction** with estimated **Lifecycle Cost** (see cost section below) to obtain a cost-per-unit load/RT reduction cost-effectiveness measure.

Costs

Cost metrics include capital, annual O&M, and 30-year lifecycle cost parameters.

Capital Cost: The total estimated upfront investment required to plan, design, permit, and construct a project or implement a mitigation strategy. It includes all expenditures necessary to bring a project from concept to operational readiness, excluding ongoing operational or maintenance expenses. For the purposes of this report, additional description includes:

- Watershed nonstructural strategy capital costs utilized a combination of best available data and professional judgment based on project implementation efforts conducted by similar Phase I Municipal Separate Storm Sewer System (MS4) programs in southern California and City-specific feedback from City of Oxnard

staff. Most outreach and training costs assume mitigation strategy implementation integration with existing ongoing related programs.
- Watershed structural strategy capital costs utilized engineer best-estimate construction cost estimates based on regression and other analysis of line-item project construction cost estimates derived from projects in the Los Angeles basin 2022-2024.
- In-harbor mitigation strategies capital costs utilized engineer best-estimate construction cost estimates based on general requirements, site preparation, and new construction costs.

Annual O&M Cost: Estimated recurring expenses required to operate, monitor, and maintain a project or mitigation strategy over its useful life. For the purposes of this report, calculation of **Annual O&M Cost** utilized similar additional description information as **Capital Cost** (see above).

30-yr Lifecycle Cost: Calculated metric consisting of: **Capital Cost** + (30 * **Annual O&M Cost**) + Replacement Cost (assumed to be equal to **Capital Cost**).

Project **Capital** and **O&M Costs** are estimates and subject to change. Additional study is needed to refine receiving water strategy permitting costs following conceptual design development, consultation with regulatory permitting agencies, and coordination with other interested parties.

Implementation Considerations

Parcel Ownership: General parcel ownership attribute related to mitigation strategy implementation. Information derived from County of Ventura GIS information.

Crosses Jurisdictional Boundaries: Calculated assessment metric related to expected ease of mitigation strategy implementation based on project location and underlying parcel ownership. Evaluated according to the following criteria:

- Project implementation on parcels on parcels with private, multiple other public agencies, or mixed parcel ownership that would expect to require multi-jurisdictional agreements, right-of-entry-permits, and/or other agreements prior to implementation scores 1 point.
- Project implementation requires multi-jurisdictional agreement with at least one other public or private agency scores 0.5 points.
- Project implementation exclusively on City-owned parcels scores 0 points.

Note that certain non-structural mitigation strategies were assumed to be implemented within City jurisdiction only. This reduces the complexity of implementation and allows for specific implementation control within City jurisdiction.

Permitting Difficulty: Qualitative assessment of anticipated environmental and other permitting requirements necessary to facilitate mitigation strategy implementation. Categorical assessment metric utilized best professional judgement to review anticipated agency coordination and permit complexity.

- Low- Anticipated requirements include local agency coordination and/or low effort submittals.
- Medium- Anticipated requirements include local/state agency coordination and/or medium effort submittals.
- High- Anticipated requirements include local/state/federal agency coordination and/or high effort submittals and/or monitoring/special studies.

Community Benefits

Aesthetic Improvements: Aggregate attribute utilizing Harbor resistance time as the main indicator to estimate aesthetic improvements in water quality. Literature review was performed to assess potential waterbody residence time thresholds used to determine potential benefits to water quality aesthetics including presence of trash, water clarity, and water quality relative to waterbody beneficial use(s). Generally, a harbor with an average residence time exceeding 1-2 weeks is considered well-mixed (Uncles et. al 2002). Enclosed harbor or bay residence times that exceed approximately 1-2 weeks generally correspond with increased turbidity and potential water quality issues (Marsooli et. al 2018). Accordingly, for the purposes of this study the following criteria were applied:

- Strategies that reduce average water parcel residence time to less than 1-week scores 1 point.
- Strategies that reduce average water parcel residence time to between 1- and 2-weeks scores 0.5 points.
- Strategies that reduce average water parcel residence time to greater than 2-weeks or do not reduce average water parcel residence time scores 0 points.

Trash Reduction: Qualitative categorical (Yes/No) assessment of watershed mitigation strategy for potential trash reduction benefits based on comparable municipal program reviews and best professional judgement.

CB Proportion: Assessment metric to synthesize ten potential individual community benefits (see Tab- 2 Community Benefits). Individual community benefit evaluated according to the following criteria:

- Applicable scores 1 point.
- Partially/Potentially Applicable scores 0.5 points.
- Not Applicable scores 0 points.

CB Proportion is the sum of individual community benefit scores / 10.

DAC Benefits: Categorical assessment based on mitigation strategy potential to impact disadvantaged community(ies). Evaluated according to the following criteria:

- Mitigation strategy occurs within a disadvantaged community scores 1 point.
- Mitigation strategy occurs adjacent to or partially within a disadvantaged community scores 0.5 points.
- Mitigation strategy occurs outside of a disadvantaged community scores 0 point

DACs were defined based on 2022 SB 535 DAC designations, which include the following:

a. Census tracts receiving the highest 25% of overall scores in CalEnviroScreen 4.0.
b. Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps, but receiving the highest 5% of cumulative pollution burden scores.
c. Census tracts identified in the 2017 DAC designation as disadvantaged, regardless of CalEnviroScreen 4.0 scores.
d. Lands under the control of federally recognized tribes.

Tab 2 – Community Benefits: Presents applicability information for each of the 10 evaluated potential community benefits.

Recreational Improvements: The project parcel is located on or adjacent to a park or potential park.

Community Anchors: The parcel is located on or adjacent to a school, library, medical/healthcare or social service facility, or other public facility.

Community Education Opportunity: The parcel can support educational signage or promote education-focused community events.

Pedestrian & Traffic Safety: The parcel contains or is adjacent to a right-of-way in a high injury network.

Sustainable Transportation Plan: The parcel is on or adjacent to a priority area as outlined in the Oxnard Sustainable Transportation Plan.

Disadvantaged Community (DAC) Benefits: The parcel is on or adjacent to a disadvantaged community. DAC locations based on https://gis.water.ca.gov/app/dacs/

Social Health Indices (Social Vulnerability Index): The parcel is in a socially vulnerable community according to the Center for Disease Control Social Vulnerability Index.

Social Health Indices (Healthy Places Index): The parcel is in an environmentally vulnerable community according to the California Healthy Places Index.

Social Health Indices (Priority Growth Areas): The parcel is in a priority growth area according to the SCAG Green Region Initiative and Priority Growth Areas.

CalEnviroScreen 4.0: The parcel is in a tract with a CalEnviroscreen 4.0 score above the 50th percentile.

Tabs 3 and 4 – Watershed and Receiving Water Scoring Results: Present results of various metrics and attributes for each potential mitigation strategy derived from the Tab 1 Project Scoring Matrix information, including synthesis based on water quality benefits, cost-effectiveness, and combination thereof.

Reduction Ranking: Metric uses the **Additive Percent Load Reduction** (Upstream) or **Percent RT Reduction (RW)** metric (see Tab 1- Project Scoring Matrix) to rank potential mitigation strategies based on modeled Water Quality Benefits.

Cost-Effectiveness Ranking: Metric uses the **Cost-Effectiveness** metric (see Tab 1-Project Scoring Matrix) to rank potential mitigation strategies based on the modeled **Lifecycle Cost** per percentage point of the **Additive Percent Load Reduction** (Upstream) or P**ercent RT Reduction (RW)** metric.

Geometric Mean Rank: The Geometric Mean Rank metric combines the **Reduction Ranking** and the **Cost-Effectiveness Ranking**. The geometric mean is a type of average that indicates the central tendency or typical value of a set of positive numbers. It is useful when calculating normalized scores in systems where each factor contributes multiplicatively. It provides a more comprehensive ranking approach by sequentially ranking potential mitigation strategies based on the geometric mean of the Reduction and Cost-Effectiveness Rankings.

Capital Cost Category: Categorical assessment of estimated **Capital Cost** (Tab 1-Project Scoring Matrix), organizing mitigation strategy costs into one of four classifications.

Capital Cost Category	Range of Estimated Cost
$	$0 - $4,999,999
$$	$5,000,000 - $14,999,999
$$$	$15,000,000 - $29,999,999
$$$$	$30,000,000 -

Lifecycle Cost Category: Categorical assessment of estimated **Lifecycle Cost** (Tab 1-Project Scoring Matrix), organizing mitigation strategy lifecycle costs into one of four classifications.

Lifecycle Cost Category	Range of Estimated Cost
$	$0 - $499,999
$$	$500,000 - $19,999,999
$$$	$20,000,000 - $49,999,999
$$$$	$50,000,000 -

Implementation Considerations Category: Categorical synthesis and assessment of **Parcel Ownership**, **Crosses Jurisdictional Boundaries?**, and **Permitting Difficulty** (Tab 1-Project Scoring Matrix), organizing mitigation strategies into one of three tiers.

Implementation Considerations Category	Criteria
Low	Does not cross jurisdictional boundaries + LOW/MED permitting difficulty
Medium	Does not cross jurisdictional boundaries + HIGH permitting difficulty OR Crosses one or more jurisdictional boundaries + LOW/MED permitting difficulty
High	Crosses one or more jurisdictional boundaries + HIGH permitting difficulty

Aesthetic Improvements: See Tab 1-Project Scoring Matrix description.

Trash Reduction: Qualitative binary (Yes/No) assessment of mitigation strategy potential to reduce trash inputs/presence in Harbor receiving waters based on similar program reviews/best professional judgement.

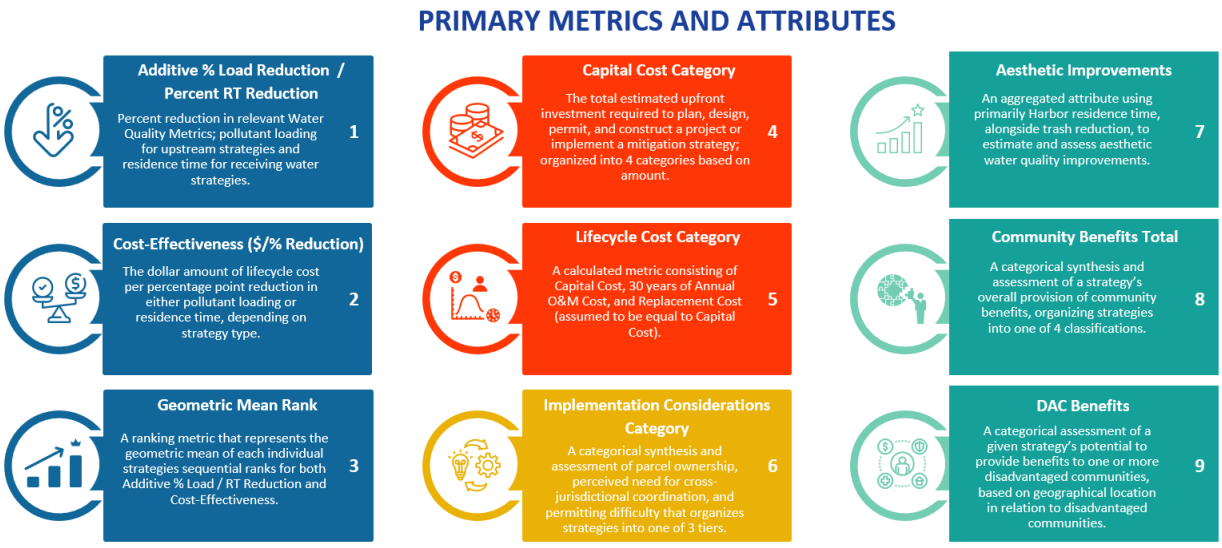
Community Benefits Total: Categorical synthesis and assessment of **CB Proportion** metric (Tab 1-Project Scoring Matrix), organizing mitigation strategy community benefits attributes into one of four classifications.

Community Benefits Category	CB Proportion Criteria
Limited	< 0.4
Good	> 0.4
Better	> 0.51
Best	> 0.75

DAC Benefits: See Tab 1-Project Scoring Matrix description.

Tabs 5 and 6 – Tiered Watershed Results and Cleaned Receiving Water Results: **These sheets do not present any new** metrics or attributes. Potential Receiving Water mitigation strategies are presented with simplified scoring results. Potential Watershed mitigation strategies are organized into three tiers for potential future planning and implementation considerations. Watershed mitigation strategy Tiers are based on Implementation Considerations Category and Lifecycle Cost.

- **Tier 1:** 'Low' Implementation Considerations Category and Lifecycle Cost Category of '$$$' or lower.
- **Tier 2:** 'Low' Implementation Considerations Category and Lifecycle Cost Category of '$$$$' **OR** 'Medium' Implementation Considerations Category and Lifecycle Cost Category of '$$$' or lower.
- **Tier 3:** 'Medium' Implementation Considerations Category and Lifecycle Cost Category of '$$$$'.



Project Scoring Specifications

The Project Scoring Matrix has both qualitative and quantitative components that are normalized to allow for comparison across strategy types. All Nonstructural (NS), Structural (S) and Receiving Water (RW) Strategies have been evaluated and scored relative to ALL other strategies. Ranking of strategies is performed through the use of two distinct metrics:

1. Additive percent load reduction of pollutants of concern / average Harbor residence time reductions in accordance with the methodology described in the Water Quality Benefits section below.
2. Cost-effectiveness of their Water Quality Benefits, which refers to the dollar amount of cost per percentage reduction of pollutant loads/residence time.

Following the evaluation of each individual strategy, ranking is performed in two ways:

1. Strategies are ranked solely based off of the two metrics listed above, using the geometric mean of these two metrics as the final determinant of strategy ranking.
2. Strategies are organized into tiers based on their implementation feasibility in accordance with the criteria outlined in the below Implementation Considerations section. Within these tiers, strategies are then ranked using the geometric mean approach described above.

The following sections describe specific details of the approach to evaluating the various characteristics of each individual strategy.

Water Quality Benefits:
For Upstream (Nonstructural & Structural) Strategies, Water Quality Benefits are evaluated as percent load reductions relative to the total average annual watershed load for each constituent of concern. Strategies are then assessed based on an additive percent load reduction that is cumulative across the individual percent load reductions for each evaluated constituent. This additive percent load reduction is then combined with estimated Lifecycle Cost to obtain a cost-effectiveness figure. For Receiving Water Strategies, the average reduction in Harbor residence time is used in lieu of pollutant load reduction and also combined with Lifecycle Cost to calculate cost-effectivess.

Costs:
Costs were evaluted in two parts. For part 1, strategies were evaluated in terms of Capital Costs and categorized as either Low, Medium, or High based on thresholds which correspond to the distribution of costs across all strategies. For part 2, strategies were evaluated in terms of their estimated 30-year Lifecycle Cost. This is comprised of the estimated Capital Cost plus 30 years of estimated Annual O&M Cost, and corresponds to the strategy's categorization as either Low, Medium, or High.

The ranking of strategies is performed by using the estimated Lifecycle Cost to obtain a cost-effectiveness figure that represents the cost per percentage point of overall pollutant load / residence time reduction.

Implementation Considerations:
Assessment of a strategy's implementation considerations includes the determination of whether the strategy will require coordination across jurisdictional boundaries. This is evaluated alongside the strategy's permitting difficulty level. Strategies were then categorized based on the combination of these two implementation considerations based on the following criteria:

- Low: Does not cross jurisdictional boundaries + LOW/MED permitting difficulty
- Medium: Does not cross jurisdictional boundaries + HIGH permitting difficulty OR Crosses jurisdictional boundaries + LOW/MED permitting difficulty
- High: Crosses jurisdictional boundaries + HIGH permitting difficulty

Implementation considerations do not factor into the explicit scoring of strategies, but rather serve as a means by which to organize strategies into tiers of implementation feasibility. Within these tiers, strategies are ranked in accordance with the framework outlined above.

Community Benefits (CBs):
Community Benefits are a qualitative component of the overall characteristics of a given strategy, which are being evaluated and scored in a quantitative fashion to allow for normalization and scoring across all strategy types.

Nonstructural Strategy, Receiving Water Strategy, and Single Structural Project Opportunity CBs are presented as a proportion of the 10 potential community benefits that could be provided by the project.

Applicable = 1 point
Partially/Potentially Applicable = 0.5 points
Not Applicable = 0 points

- Strategies are distributed into Good/Better/Best rankings based on the proportion out of the 10 potential CBs that the given strategy provides.Ranking correspond to the following benchmarks:

Good = 0.4 or above
Better = 0.51 or above
Best = 0.75 or above

Strategies for which the provision of DAC Benefits is scored **greater than 0.5** were automatically moved up one ranking (i.e. good to better, better to best) unless they already achieved the best ranking. Strategies which do not meet the threshold for a "Good" classification and also do not provide DAC Benefits are categorized as N/A. Community Benefits do not factor into the explicit scoring and ranking of strategies, and are presented as a supplementary factor to be considered alongside rankings.

NOTE: Incorporate exceedance days reduced from each strategy

Alternative Evaluation Framework Ideas:

Water Quality Benefits:

- Thom's geometric mean approach.
- Use median concentrations of pollutants rather than average? May help to account for the uneven distribution of reductions across the different strategies.
- Weighted load reduction, either summation or percentage reduction; account for magnitude of exceedance. Strategies should still be scored well if they have a substantial impact on one pollutant even if the others are not reduced substantially.
- additive percent load reduction of total watershed load to account for difference in units
- set thresholds following ranking of projects from above approach
- add percent watershed load reduced column for each pollutant to scoring matrix table.
- each project individually ranked between additive percent reduction along with the $/% reduction and then rank based on the geo mean of those two

Costs:

- potentially change to 4 levels; medium should maybe not include the RW strategies
- change categories to : $, $$, $$$, $$$$
- cost-effectiveness criteria? (cost per pct reduction) fiddle with units/presentation of this to make it look not scary
- thom's geometric mean methodology

Implementation Considerations:

- remove implementation considerations from main considerations; rank everything by the above factors and tier them within the different tiers of implementation considerations.
- Incorporate feasibility of O&M? (equipment availability, logistical capacity, cost)
- 2 columns in this category?

Community Benefits:

- Reframe to emphasize CBs being external to the primary considerations for evaluating potential mitigation strategies; these are a bonus and are not one of the main things influencing scoring/prioritization.
- Emphasize linkage between CBs and other benefits:
  - WQ Benefits --> CBs (Clean water increases property value, tourism, aesthetics)
- Economic component of community benefits
- score the projects differently if they impact trash: aesthetics, odor, trash, water clarity

Project Type/Name	Water Quality Benefits														Costs			Implementation Considerations			Community Benefits					
	Bifenthrin Load Reduction (lbs/yr)	Bifenthrin Watershed Load Reduction (%)	Permethrin Load Reduction (lbs/yr)	Permethrin Watershed Load Reduction (%)	Nitrogen Load Reduction (lbs/yr)	Nitrogen Watershed Load Reduction (%)	Phosphorus Load Reduction (lbs/yr)	Phosphorus Watershed Load Reduction (%)	Copper Load Reduction (lbs/yr)	Copper Watershed Load Reduction (%)	Bacteria Load Reduction (MPN/yr)	Bacteria Watershed Load Reduction (%)	Average Residence Time (RT) (Days)	Additive Aggregate Percent Load Reduction (Upstream) or Percent RT Reduction (RW) (%)	Cost-Effectiveness ($/% Aggregate Load Reduction)	Capital Cost ($)	Annual O&M Cost ($)	30-yr Lifecycle Cost ($)	Parcel Ownership	Crosses Jurisdictional Boundaries?	Permitting Difficulty	Aesthetic Improvements	Trash Reduction	CB Proportion	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
Targeted Nutrient/Pesticide Source Control- Outreach and	0.2	13%	96	15%	701	15%	437	15%	15	6%	196,025,410,494	15%	N/A	77%	$ 34,665	$ 30,000	$ 87,500	$ 2,685,000	Mixed	No	Low	No	No	0.65	Yes	Yes	Yes
Open Passive Edison Canal Connection to Ocean (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6	73%	$ 2,571,000	$ 82,030,000	$ 789,514	$ 187,745,420	Mixed	Yes	High	Yes	No	0.45	Partial	Yes	Yes
Targeted Nutrient/Pesticide Source Control- Agricultural	0.2	13%	96	15%	701	15%	437	15%	4	2%	57,543,810,488	4%	N/A	62%	$ 5,300	$ 10,000	$ 10,000	$ 330,000	Mixed	Partial	Low	No	No	0.65	Yes	Yes	Yes
Targeted Bacteria Source Control - Animal Waste	0.2	13%	63	10%	462	10%	288	10%	0	0%	129,339,125,442	10%	N/A	51%	$ 45,962	$ 50,000	$ 75,000	$ 2,350,000	Mixed	No	Low	No	No	0.65	Partial	Yes	Yes
Municipal Operations Enhancement Source Control - Street	0.2	13%	64	10%	123	3%	317	11%	30	13%	10,755,852,428	1%	N/A	49%	$ 478,054	$ -	$ 787,500	$ 23,625,000	Mixed	No	Low	Partial	Yes	0.65	Partial	Yes	Yes
Edison Canal Pump Resumption- 67 MGD (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	46%	$ 2,328,924	$ 36,900,000	$ 1,144,066	$ 108,121,980	Mixed	Yes	High	Partial	No	0.3	No	Yes	Yes
Storage Tank Water Release between Canal/Harbor (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	45%	$ 677,170	$ 9,200,000	$ 410,131	$ 30,703,930	Mixed	Yes	High	Partial	No	0.3	No	Yes	Yes
Passive Circulation Enhancements (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	45%	$ 1,127,925	$ 25,100,000	$ 6,608	$ 50,398,240	Mixed	Partial	High	Partial	No	0.4	No	Yes	Yes
Decommission Canal/Convert to Engineered Wetlands &	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13	40%	$ 8,209,095	$ 103,000,000	$ 4,049,244	$ 327,477,320	Mixed	Yes	High	Partial	No	0.45	Partial	Yes	Yes
Decommission Canal/Storage Tank (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13	39%	$ 9,164,061	$ 112,200,000	$ 4,459,376	$ 358,181,280	Mixed	Yes	High	Partial	No	5.5	Partial	Yes	Yes
Oliveira Plaza Parking Lot Infiltration BMP (S)	0.05	3%	21	3%	535	11%	93	3%	7	3%	44,275,588,219	3%	N/A	27%	$ 2,065,112	$ 25,020,000	$ 200,000	$ 56,040,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Targeted Nutrient/Pesticide Source Control- Illicit Discharge	0.1	6%	32	5%	231	5%	144	5%	4	2%	57,543,810,488	4%	N/A	27%	$ 60,073	$ 50,000	$ 50,000	$ 1,600,000	Mixed	No	Low	Partial	Partial	0.55	Yes	Yes	Yes
Oxnard Airport East Filtration BMP (S)	0.08	5%	34	5%	259	5%	139	5%	10	5%	0	0%	N/A	25%	$ 2,327,652	$ 24,460,000	$ 300,000	$ 57,920,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
Oxnard Airport East Infiltration BMP (S)	0.05	3%	21	3%	409	9%	96	3%	8	3%	39,348,928,328	3%	N/A	24%	$ 2,290,818	$ 25,020,000	$ 200,000	$ 56,040,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Oliveira Plaza Parking Lot Filtration BMP (S)	0.06	4%	24	4%	328	7%	98	3%	7	3%	0	0%	N/A	21%	$ 2,964,011	$ 26,130,000	$ 300,000	$ 61,260,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
Campus Park Infiltration BMP (S)	0.05	3%	20	3%	231	5%	90	3%	7	3%	32,794,338,199	2%	N/A	19%	$ 2,882,848	$ 25,020,000	$ 200,000	$ 56,040,000	City	No	Medium	Partial	Partial	0.7	No	Yes	Yes
Targeted Bacteria Source Control - Homeless Encampment	0	0%	0	0%	78	2%	49	2%	0	0%	196,025,410,494	15%	N/A	18%	$ 8,444,541	$ 250,000	$ 5,000,000	$ 150,500,000	Mixed	Partial	Low	Partial	Yes	0.55	Yes	Yes	Yes
County Parcel S Ventura Infiltration BMP (S)	0.05	3%	20	3%	144	3%	88	3%	7	3%	29,561,743,076	2%	N/A	17%	$ 3,267,732	$ 25,020,000	$ 200,000	$ 56,040,000	County	Partial	Medium	Partial	Partial	0.4	No	Yes	Yes
Campus Park Filtration BMP (S)	0.06	3%	23	3%	98	2%	96	3%	7	3%	0	0%	N/A	15%	$ 3,546,360	$ 22,790,000	$ 300,000	$ 54,580,000	City	No	Medium	Partial	Partial	0.7	No	Yes	No
Edison Canal Pump Resumption- 4.3 MGD (RW)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	19	14%	$ 6,278,393	$ 29,520,000	$ 915,253	$ 86,497,590	Mixed	Yes	High	No	No	0.3	No	Yes	Yes
Wilson Park Infiltration BMP (S)	0.03	2%	14	2%	127	3%	62	2%	5	2%	21,526,659,023	2%	N/A	13%	$ 3,528,380	$ 19,445,000	$ 200,000	$ 44,890,000	City	No	Medium	Partial	Partial	0.9	No	Yes	Yes
County Parcel S Ventura Filtration BMP (S)	0.05	3%	20	3%	18	0.4%	85	3%	6	3%	0	0%	N/A	12%	$ 4,745,938	$ 24,460,000	$ 300,000	$ 57,920,000	County	Partial	Medium	Partial	Partial	0.4	No	Yes	No
Targeted Bacteria Source Control - Sewer System	0	0%	11	2%	78	2%	49	2%	0	0%	87,122,404,664	6%	N/A	11%	$ 9,995,621	$ 262,500	$ 3,762,500	$ 113,400,000	Mixed	No	Low	No	No	0.5	Partial	Yes	Yes
Edison Doris East Infiltration BMP (S)	0.03	2%	11	2%	77	2%	53	2%	4	2%	27,340,423,797	2%	N/A	11%	$ 5,234,972	$ 25,020,000	$ 200,000	$ 56,040,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Trash Reduction - Mechanical Filtration (NS)	0	0%	0	0%	0	0%	0	0%	2	1%	129,339,125,442	10%	N/A	11%	$ 1,122,898	$ 3,000,000	$ 200,000	$ 12,000,000	Mixed	No	Low	Partial	Yes	0.6	Partial	Yes	Yes
Wilson Park Filtration BMP (S)	0.03	2%	14	2%	57	1%	60	2%	4	2%	0	0%	N/A	10%	$ 3,575,943	$ 12,585,000	$ 300,000	$ 34,170,000	City	No	Medium	Partial	Partial	0.9	No	Yes	No
Seabridge Planter East Infiltration BMP (S)	0.02	2%	10	2%	77	2%	50	2%	4	2%	16,162,105,391	1%	N/A	9%	$ 4,658,362	$ 18,325,000	$ 200,000	$ 42,650,000	City	No	Medium	Partial	Partial	0.2	No	Yes	Yes
N Patterson Rd Green Streets Infiltration BMP (S)	0.02	1%	9	1%	82	2%	41	1%	3	1%	23,362,687,376	2%	N/A	9%	$ 4,284,384	$ 16,075,000	$ 200,000	$ 38,150,000	Public	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Oxnard Airport Southwest Infiltration BMP (S)	0.02	1%	9	1%	50	1%	44	1%	3	1%	18,401,075,422	1%	N/A	8%	$ 5,379,217	$ 18,885,000	$ 200,000	$ 43,770,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
N Patterson Rd Green Streets Filtration BMP (S)	0.02	2%	10	2%	40	1%	44	1%	3	1%	0	0%	N/A	7%	$ 4,320,617	$ 10,290,000	$ 300,000	$ 29,580,000	Public	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Trash Reduction - Source Reduction Strategies (NS)	0	0%	7	1%	0	0%	0	0%	2	1%	57,543,810,487	4%	N/A	6%	$ 645,649	$ 193,750	$ 125,000	$ 4,137,500	Mixed	No	Low	Partial	Yes	0.95	Yes	Yes	Yes
Non-Structural Operational Stormwater Programs -	0	0%	0	0%	26	1%	15.9	1%	11	5%	7,125,752,233	1%	N/A	6%	$ 17,744,075	$ 262,500	$ 3,762,500	$ 113,400,000	Mixed	No	Low	No	No	0.55	Yes	Yes	Yes
Mariner's Place Green Streets Infiltration BMP (S)	0.02	1%	7	1%	66	1%	30	1%	2	1%	10,567,151,866	1%	N/A	6%	$ 4,235,187	$ 10,295,000	$ 200,000	$ 26,590,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Marina West Park Infiltration BMP (S)	0.02	1%	7	1%	63	1%	30	1%	2	1%	10,351,615,423	1%	N/A	6%	$ 4,325,362	$ 10,295,000	$ 200,000	$ 26,590,000	City	No	Medium	Partial	Partial	0.4	No	Yes	Yes
Edison Doris East Filtration BMP (S)	0.02	1%	9	1%	25	1%	40	1%	3	1%	0	0%	N/A	6%	$ 8,055,754	$ 19,435,000	$ 300,000	$ 47,870,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Edison Hemlock Drain North Infiltration BMP (S)	0.01	1%	6	1%	79	2%	28	1%	2	1%	9,480,782,918	1%	N/A	6%	$ 3,917,269	$ 8,565,000	$ 200,000	$ 23,130,000	Utility	Partial	Medium	Partial	Partial	0.1	No	Yes	Yes
Edison Doris West Infiltration BMP (S)	0.01	1%	6	1%	38	1%	29	1%	2	1%	15,035,681,564	1%	N/A	6%	$ 9,857,782	$ 25,020,000	$ 200,000	$ 56,040,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Seabridge Planter East Filtration BMP (S)	0.02	1%	8	1%	34	1%	37	1%	3	1%	0	0%	N/A	5%	$ 5,867,920	$ 11,440,000	$ 300,000	$ 31,880,000	City	No	Medium	Partial	Partial	0.2	No	Yes	No
S Victoria Ave Green Streets Infiltration BMP (S)	0.01	1%	5	1%	69	1%	26	1%	2	1%	8,947,657,214	1%	N/A	5%	$ 4,267,483	$ 8,565,000	$ 200,000	$ 23,130,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	Yes
Edison Hemlock Drain North Filtration BMP (S)	0.02	1%	7	1%	42	1%	35	1%	2	1%	0	0%	N/A	5%	$ 4,216,268	$ 6,675,000	$ 300,000	$ 22,350,000	Utility	Partial	Medium	Partial	Partial	0.1	No	Yes	No
Mariner's Place Green Streets Filtration BMP (S)	0.02	1%	8	1%	33	1%	32	1%	2	1%	0	0%	N/A	5%	$ 4,364,557	$ 6,675,000	$ 300,000	$ 22,350,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
S Victoria Ave Green Streets Filtration BMP (S)	0.02	1%	7	1%	38	1%	32	1%	2	1%	0	0%	N/A	5%	$ 4,489,204	$ 6,675,000	$ 300,000	$ 22,350,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	No
Marina West Park Filtration BMP (S)	0.02	1%	7	1%	31	1%	31	1%	2	1%	0	0%	N/A	5%	$ 4,518,103	$ 6,675,000	$ 300,000	$ 22,350,000	City	No	Medium	Partial	Partial	0.4	No	Yes	No
Oxnard School District Administration Parking Lot	0.01	1%	5	1%	39	1%	22	1%	2	1%	7,641,000,767	1%	N/A	4%	$ 5,768,072	$ 9,720,000	$ 200,000	$ 25,440,000	School District	Yes	Medium	Partial	Partial	0.6	No	Yes	Yes
Sea Air Park Infiltration BMP (S)	0.01	1%	5	1%	39	1%	22	1%	2	1%	7,628,643,378	1%	N/A	4%	$ 5,779,403	$ 9,720,000	$ 200,000	$ 25,440,000	City	No	Medium	Partial	Partial	0.6	No	Yes	Yes
Driffill Elementary Basketball Courts Infiltration BMP (S)	0.01	1%	5	1%	20	0.4%	23	1%	2	1%	8,039,320,203	1%	N/A	4%	$ 10,919,669	$ 19,445,000	$ 200,000	$ 44,890,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	Yes
Mangeon W 5th St Ag Field Filtration BMP (S)	0.01	1%	6	1%	22	0.5%	27	1%	2	1%	0	0%	N/A	4%	$ 3,995,002	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Faith Community Church Infiltration BMP (S)	0.01	1%	5	1%	32	1%	21	1%	2	1%	7,201,597,691	1%	N/A	4%	$ 7,216,623	$ 11,440,000	$ 200,000	$ 28,880,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Oxnard High Infiltration BMP (S)	0.01	1%	4	1%	25	1%	19	1%	1	1%	11,021,477,383	1%	N/A	4%	$ 14,717,072	$ 25,085,000	$ 200,000	$ 56,170,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Plaza Park Infiltration BMP (S)	0.01	1%	4	1%	31	1%	17	1%	1	1%	5,750,579,411	0.4%	N/A	3%	$ 6,145,911	$ 7,400,000	$ 200,000	$ 20,800,000	City	No	Medium	Partial	Partial	0.8	No	Yes	Yes
Oxnard School District Administration Parking Lot Filtration	0.01	1%	5	1%	19	0.4%	20	1%	2	1%	0	0%	N/A	3%	$ 6,872,142	$ 6,675,000	$ 300,000	$ 22,350,000	School District	Yes	Medium	Partial	Partial	0.6	No	Yes	No
Sea Air Park Filtration BMP (S)	0.01	1%	5	1%	19	0.4%	20	1%	2	1%	0	0%	N/A	3%	$ 6,886,328	$ 6,675,000	$ 300,000	$ 22,350,000	City	No	Medium	Partial	Partial	0.6	No	Yes	No
Edison Doris West Filtration BMP (S)	0.01	1%	5	1%	13	0.3%	20	1%	1	1%	0	0%	N/A	3%	$ 16,657,056	$ 20,555,000	$ 300,000	$ 50,110,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard Airport Southwest Filtration BMP (S)	0.01	1%	5	1%	5	0.1%	22	1%	1	1%	0	0%	N/A	3%	$ 9,900,279	$ 10,190,000	$ 300,000	$ 29,380,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
Kellner Doris Ag Field Infiltration BMP (S)	0.01	0.4%	3	0.4%	21	0.4%	13	0.4%	1	0.5%	7,294,302,508	1%	N/A	3%	$ 9,293,050	$ 9,720,000	$ 200,000	$ 25,440,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Borchard Doris Drain Ag Field Filtration BMP (S)	0.01	1%	4	1%	18	0.4%	17	1%	1	1%	0	0%	N/A	3%	$ 8,009,935	$ 6,075,000	$ 300,000	$ 21,150,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard Airport Northwest Infiltration BMP (S)	0.01	0.4%	3	0.4%	18	0.4%	13	0.4%	1	0.4%	6,977,182,563	1%	N/A	3%	$ 10,185,771	$ 10,295,000	$ 200,000	$ 26,590,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Faith Community Church Filtration BMP (S)	0.01	1%	4	1%	15	0.3%	16	1%	1	1%	0	0%	N/A	3%	$ 8,652,355	$ 6,675,000	$ 300,000	$ 22,350,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
Doris Drain Outfall Filtration BMP (S)	0.01	1%	3	1%	22	0.5%	15	0.5%	1	0.5%	0	0%	N/A	2%	$ 5,355,968	$ 4,340,000	$ 150,000	$ 13,180,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Plaza Park Filtration BMP (S)	0.01	1%	4	1%	15	0.3%	15	0.5%	1	0.5%	0	0%	N/A	2%	$ 7,208,195	$ 4,210,000	$ 300,000	$ 17,420,000	City	No	Medium	Partial	Partial	0.8	No	Yes	No
Teal Club Infiltration BMP (S)	0.01	0.4%	3	0.4%	8	0.2%	13	0.4%	1	0.4%	6,376,244,870	0.5%	N/A	2%	$ 16,761,791	$ 17,170,000	$ 200,000	$ 40,340,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Borchard Doris Drain Ag Field Infiltration BMP (S)	0.004	0.3%	2	0.3%	32	1%	8	0.3%	1	0.3%	7,167,041,005	1%	N/A	2%	$ 7,115,944	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oliveira Development Infiltration BMP (S)	0.01	0.4%	2	0.4%	18	0.4%	12	0.4%	1	0.4%	3,928,152,273	0.3%	N/A	2%	$ 8,919,264	$ 6,815,000	$ 200,000	$ 19,630,000	Private	Yes	Medium	Partial	Partial	0.4	No	Yes	Yes
Driffill Elementary Baseball Field Infiltration BMP (S)	0.01	0.4%	3	0.4%	15	0.3%	11	0.4%	1	0.4%	4,604,391,064	0.3%	N/A	2%	$ 17,282,173	$ 15,510,000	$ 200,000	$ 37,020,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	Yes
Marathon W 5th St Ag Field Infiltration BMP (S)	0.004	0.3%	2	0.3%	21	0.4%	9	0.3%	1	0.3%	6,529,423,923	0.5%	N/A	2%	$ 7,775,594	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Mangeon W 5th St Ag Field Infiltration BMP (S)	0.003	0.2%	1	0.2%	26	1%	6	0.2%	0.5	0.2%	8,966,131,813	1%	N/A	2%	$ 8,013,679	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
HHR W 5th St Ag Field Filtration BMP (S)	0.01	0.5%	3	0.5%	8	0.2%	14	0.5%	1	0.4%	0	0%	N/A	2%	$ 8,186,433	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard High Filtration BMP (S)	0.01	0.5%	3	0.5%	10	0.2%	13	0.4%	1	0.4%	0	0%	N/A	2%	$ 17,539,539	$ 12,585,000	$ 300,000	$ 34,170,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
HHR W 5th St Ag Field Infiltration BMP (S)	0.005	0.3%	2	0.3%	17	0.4%	9	0.3%	1	0.3%	5,527,046,085	0.4%	N/A	2%	$ 8,298,248	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Driffill Elementary Basketball Courts Filtration BMP (S)	0.01	0.5%	3	0.5%	6	0.1%	13	0.4%	1	0.4%	0	0%	N/A	2%	$ 17,443,468	$ 12,015,000	$ 300,000	$ 33,030,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	No
Kellner Doris Ag Field Filtration BMP (S)	0.01	0.4%	3	0.4%	11	0.2%	12	0.4%	1	0.4%	0	0%	N/A	2%	$ 10,245,911	$ 4,845,000	$ 300,000	$ 18,690,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard Airport Northwest Filtration BMP (S)	0.01	0.4%	3	0.4%	6	0.1%	12	0.4%	1	0.4%	0	0%	N/A	2%	$ 10,033,059	$ 4,210,000	$ 300,000	$ 17,420,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
Oliveira Development Filtration BMP (S)	0.01	0.3%	2	0.3%	10	0.2%	11	0.4%	1	0.3%	0	0%	N/A	2%	$ 11,661,243	$ 4,845,000	$ 300,000	$ 18,690,000	Private	Yes	Medium	Partial	Partial	0.4	No	Yes	No
Driffill Elementary Baseball Field Filtration BMP (S)	0.01	0.4%	2	0.4%	7	0.1%	10	0.3%	1	0.3%	0	0%	N/A	1%	$ 18,994,195	$ 9,610,000	$ 300,000	$ 28,220,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	No
Seabridge Elementary Infiltration BMP (S)	0.004	0.2%	2	0.2%	5	0.1%	8	0.3%	0.5	0.2%	4,203,673,302	0.3%	N/A	1%	$ 36,815,130	$ 22,300,000	$ 200,000	$ 50,600,000	School District	Yes	Medium	Partial	Partial	0.3	No	Yes	Yes
Seabridge Planter West Infiltration BMP (S)	0.004	0.2%	2	0.2%	4	0.1%	8	0.3%	1	0.2%	3,154,656,107	0.2%	N/A	1%	$ 21,083,014	$ 10,865,000	$ 200,000	$ 27,730,000	City	No	Medium	Partial	Partial	0.2	No	Yes	Yes
Southwest Community Park Infiltration BMP (S)	0.003	0.2%	1	0.2%	9	0.2%	7	0.2%	0.5	0.2%	3,493,866,704	0.3%	N/A	1%	$ 15,014,843	$ 6,815,000	$ 200,000	$ 19,630,000	City	No	Medium	Partial	Partial	0.6	No	Yes	Yes
Marathon W 5th St Ag Field Filtration BMP (S)	0.005	0.3%	2	0.3%	7	0.1%	8	0.3%	1	0.2%	0	0%	N/A	1%	$ 12,979,446	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard Airport Central Infiltration BMP (S)	0.003	0.2%	1	0.2%	8	0.2%	6	0.2%	0.4	0.2%	3,268,456,095	0.2%	N/A	1%	$ 16,079,243	$ 6,815,000	$ 200,000	$ 19,630,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
W 5th St Drain Outfall Filtration BMP (S)	0.004	0.3%	2	0.3%	5	0.1%	8	0.3%	1	0.2%	0	0%	N/A	1%	$ 10,999,731	$ 4,340,000	$ 150,000	$ 13,180,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Kiddie Beach ROW Filtration BMP (S)	0.004	0.3%	2	0.3%	6	0.1%	6	0.2%	0.5	0.2%	0	0%	N/A	1%	$ 15,649,542	$ 4,210,000	$ 300,000	$ 17,420,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	No
Marathon Drain Outfall Filtration BMP (S)	0.004	0.3%	2	0.3%	3	0.1%	8	0.3%	1	0.2%	0	0%	N/A	1%	$ 12,009,503	$ 4,340,000	$ 150,000	$ 13,180,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Kiddie Beach ROW Infiltration BMP (S)	0.002	0.1%	1	0.1%	15	0.3%	3	0.1%	0.2	0.1%	3,003,927,291	0.2%	N/A	1%	$ 14,622,822	$ 3,800,000	$ 200,000	$ 13,600,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	Yes
W 5th St Drain Outfall Infiltration BMP (S)	0.001	0.1%	1	0.1%	11	0.2%	3	0.1%	0.2	0.1%	3,747,740,276	0.3%	N/A	1%	$ 10,720,267	$ 3,295,000	$ 100,000	$ 9,590,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Marathon Drain Outfall Infiltration BMP (S)	0.001	0.1%	0.5	0.1%	6	0.1%	3	0.1%	0.2	0.1%	5,810,232,762	0.4%	N/A	1%	$ 10,980,906	$ 3,295,000	$ 100,000	$ 9,590,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Southwest Community Park Filtration BMP (S)	0.003	0.2%	1	0.2%	3	0.1%	6	0.2%	0.4	0.2%	0	0%	N/A	1%	$ 18,824,813	$ 3,545,000	$ 300,000	$ 16,090,000	City	No	Medium	Partial	Partial	0.6	No	Yes	No
Doris Drain Outfall Infiltration BMP (S)	0.001	0.03%	0.2	0.03%	8	0.2%	1	0.04%	0.1	0.04%	6,406,176,332	0.5%	N/A	1%	$ 12,081,897	$ 3,295,000	$ 100,000	$ 9,590,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oxnard Airport Central Filtration BMP (S)	0.003	0.2%	1	0.2%	3	0.1%	6	0.2%	0.4	0.2%	0	0%	N/A	1%	$ 20,386,318	$ 3,545,000	$ 300,000	$ 16,090,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Teal Club Filtration BMP (S)	0.003	0.2%	1	0.2%	0.0001	0.000003%	6	0.2%	0.4	0.2%	0	0%	N/A	1%	$ 41,999,189	$ 11,400,000	$ 300,000	$ 31,800,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Seabridge Planter West Filtration BMP (S)	0.003	0.2%	1	0.2%	1	0.02%	6	0.2%	0.3	0.2%	0	0%	N/A	1%	$ 34,028,582	$ 7,860,000	$ 300,000	$ 24,720,000	City	No	Medium	Partial	Partial	0.2	No	Yes	No
Seabridge Elementary Filtration BMP (S)	0.003	0.2%	1	0.2%	2	0.03%	5	0.2%	0.3	0.1%	0	0%	N/A	1%	$ 56,337,358	$ 14,360,000	$ 300,000	$ 37,720,000	School District	Yes	Medium	Partial	Partial	0.3	No	Yes	No
Dunkirk Park Infiltration BMP (S)	0.002	0.1%	1	0.1%	4	0.1%	3	0.1%	0.2	0.1%	1,913,670,470	0.1%	N/A	1%	$ 38,151,142	$ 9,720,000	$ 200,000	$ 25,440,000	City	No	Medium	Partial	Partial	0.4	No	Yes	Yes
Diacos Private Ag Field Drain Outfall Infiltration BMP (S)	0.0004	0.02%	0.2	0.02%	0.3	0.01%	1	0.03%	0.1	0.03%	4,866,903,005	0.4%	N/A	0.5%	$ 18,345,617	$ 2,850,000	$ 100,000	$ 8,700,000	Private	Yes	Medium	Partial	Partial	0.1	No	Yes	Yes
Chesapeake Drive Infiltration BMP (S)	0.001	0.1%	0.4	0.1%	3	0.1%	2	0.1%	0.1	0.1%	1,356,042,426	0.1%	N/A	0.4%	$ 68,027,239	$ 12,010,000	$ 200,000	$ 30,020,000	Public	Yes	Medium	Partial

Project Name	Recreational Improvements	Community Anchors	Community Education Opportunity	Pedestrian & Traffic Safety	Oxnard Sustainable Transportation	Disadvantaged Community (DAC) Benefits	Environmental & Social Health Indices: Social	Environmental & Social Health Indices: Healthy	Environmental & Social Health Indices: Priority	CalEnviroScreen 4.0
Targeted NutrientPartialPesticide Source Control-	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Targeted NutrientPartialPesticide Source Control-	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Targeted NutrientPartialPesticide Source Control-	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Targeted Bacteria Source Control - Sewer System	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Partial	Applicable	Applicable	Partial	Applicable
Targeted Bacteria Source Control - Homeless	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Targeted Bacteria Source Control - Animal Waste	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Partial	Applicable	Applicable	Partial	Partial
Municipal Operations Enhancement Source Control	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable	Applicable	Partial	Partial
Non-Structural Operational Stormwater Programs -	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Trash Reduction - Mechanical Filtration (NS)	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Partial	Applicable	Applicable	Partial	Applicable
Trash Reduction - Source Reduction Strategies	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable	Partial	Applicable
Wilson Park Filtration BMP (S)	Applicable	Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Driffill Elementary Basketball Courts Filtration BMP	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Mariner's Place Green Streets Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Southwest Community Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
Chesapeak Drive Filtration BMP (S)	Not Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Seabridge Planter East Filtration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Dunkirk Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Campus Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
OApplicablenard Airport Central Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard School District Administration	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Marina West Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
N Patterson Rd Green Streets Filtration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Seabridge Planter West Filtration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
S Victoria Ave Green Streets Filtration BMP (S)	Not Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Edison Doris East Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard High Filtration BMP (S)	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Kiddie Beach ROW Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Doris Drain Outfall Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Edison Doris West Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Kellner Doris Ag Field Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport Southwest Filtration BMP	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport Northwest Filtration BMP	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Sea Air Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
W 5th St Drain Outfall Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
W Wooley Rd Drain Outfall Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Edison Hemlock Drain North Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Marathon Drain Outfall Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Oliveira Development Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable
Seabridge Elementary Filtration BMP (S)	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Marathon W 5th St Ag Field Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
HHR W 5th St Ag Field Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Diacos Private Ag Field Drain Outfall Filtration BMP	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Mangeon W 5th St Ag Field Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport East Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
County Parcel S Ventura Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
Borchard Doris Drain Ag Field Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Driffill Elementary Baseball Field Filtration BMP (S)	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Faith Community Church Filtration BMP (S)	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Plaza Park Filtration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Oliveira Plaza Parking Lot Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable
Teal Club Filtration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable

Wilson Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Driffill Elementary Basketball Courts Infiltration	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Mariner's Place Green Streets Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Southwest Community Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
Chesapeak Drive Infiltration BMP (S)	Not Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Seabridge Planter East Infiltration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Dunkirk Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Campus Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
OApplicablenard Airport Central Infiltration BMP	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard School District Administration	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Marina West Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
N Patterson Rd Green Streets Infiltration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Seabridge Planter West Infiltration BMP (S)	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
S Victoria Ave Green Streets Infiltration BMP (S)	Not Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Edison Doris East Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard High Infiltration BMP (S)	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Kiddie Beach ROW Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Doris Drain Outfall Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Edison Doris West Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Kellner Doris Ag Field Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport Southwest Infiltration	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport Northwest Infiltration BMP	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Sea Air Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
W 5th St Drain Outfall Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
W Wooley Rd Drain Outfall Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Edison Hemlock Drain North Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Marathon Drain Outfall Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Oliveira Development Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable
Seabridge Elementary Infiltration BMP (S)	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Marathon W 5th St Ag Field Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
HHR W 5th St Ag Field Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Diacos Private Ag Field Drain Outfall Infiltration	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Mangeon W 5th St Ag Field Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
OApplicablenard Airport East Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
County Parcel S Ventura Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable
Borchard Doris Drain Ag Field Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Driffill Elementary Baseball Field Infiltration BMP	Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Faith Community Church Infiltration BMP (S)	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Plaza Park Infiltration BMP (S)	Applicable	Applicable	Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Applicable
Oliveira Plaza Parking Lot Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable
Teal Club Infiltration BMP (S)	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Doris Drain Outfall Agricultural Runoff Treatment	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
W 5th St Drain Outfall Agricultural Runoff	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Marathon Drain Outfall Agriciltural Runoff	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Applicable	Applicable	Not Applicable	Applicable
Diacos Private Ag Field Drain Outfall Agricultural	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Edison Canal Pump Resumption- 67 MGD (RW)	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable
Decommission CanalPartialConvert to Engineered	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Partial	Partial	Applicable	Not Applicable	Partial
Passive Circulation Enhancements (RW)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable
Open Passive Edison Canal Connection to Ocean	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Partial	Partial	Applicable	Not Applicable	Partial
Storage Tank Water Release between	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable
Decommission CanalPartialStorage Tank (RW)	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Partial	Partial	Applicable	Not Applicable	Partial
Edison Canal Pump Resumption- 4.3 MGD (RW)	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable

		Water Quality Benefits					Costs		Implementation Considerations	Community Benefits				
Line Item	Project Name	Additive % Load Reduction	Reduction Ranking	Cost-Effectiveness ($/% Aggregate Load Reduction)	Cost-Effectiveness Ranking	Geometric Mean Rank	Capital Cost Category	Lifecycle Cost Category	Implementation Considerations Category	Aesthetic Improvements	Community Benefits Total	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
1	Targeted Nutrient/Pesticide Source Control- Outreach	77%	1	$ 34,665	2	1.4	$	$$	Low	No	Better	Yes	Yes	Yes
2	Targeted Nutrient/Pesticide Source Control-	62%	2	$ 5,300	1	1.4	$	$	Medium	No	Better	Yes	Yes	Yes
3	Targeted Bacteria Source Control - Animal Waste	51%	3	$ 45,962	3	3.0	$	$$	Low	No	Better	Partial	Yes	Yes
4	Municipal Operations Enhancement Source Control -	49%	4	$ 478,054	5	4.5	$	$$$	Low	Partial	Better	Partial	Yes	Yes
5	Targeted Nutrient/Pesticide Source Control- Illicit	27%	6	$ 60,073	4	4.9	$	$$	Low	Partial	Better	Yes	Yes	Yes
6	Oliveira Plaza Parking Lot Infiltration BMP (S)	27%	5	$ 2,065,112	11	7.4	$$$	$$$$	Medium	Partial	Good	No	Yes	Yes
7	Oxnard Airport East Filtration BMP (S)	25%	7	$ 2,327,652	13	9.5	$$$	$$$$	Medium	Partial	Good	Yes	Yes	No
8	Oxnard Airport East Infiltration BMP (S)	24%	8	$ 2,290,818	12	9.8	$$$	$$$$	Medium	Partial	Good	Yes	Yes	Yes
9	Oliveira Plaza Parking Lot Filtration BMP (S)	21%	9	$ 2,964,011	15	11.6	$$$	$$$$	Medium	Partial	Good	No	Yes	No
10	Campus Park Infiltration BMP (S)	19%	10	$ 2,882,848	14	11.8	$$$	$$$$	Low	Partial	Better	No	Yes	Yes
11	Trash Reduction - Source Reduction Strategies (NS)	6%	24	$ 645,649	6	12.0	$	$$	Low	Partial	Best	Yes	Yes	Yes
12	Trash Reduction - Mechanical Filtration (NS)	11%	18	$ 1,122,898	9	12.7	$	$$	Low	Partial	Better	Partial	Yes	Yes
13	County Parcel S Ventura Infiltration BMP (S)	17%	12	$ 3,267,732	16	13.9	$$$	$$$$	Medium	Partial	Good	No	Yes	Yes
14	Campus Park Filtration BMP (S)	15%	13	$ 3,546,360	18	15.3	$$$	$$$$	Low	Partial	Better	No	Yes	No
15	Wilson Park Infiltration BMP (S)	13%	14	$ 3,528,380	17	15.4	$$$	$$$	Low	Partial	Best	No	Yes	Yes
16	Wilson Park Filtration BMP (S)	10%	19	$ 3,575,943	19	19.0	$$	$$$	Low	Partial	Best	No	Yes	No
17	County Parcel S Ventura Filtration BMP (S)	12%	15	$ 4,745,938	32	21.9	$$$	$$$$	Medium	Partial	Good	No	Yes	No
18	N Patterson Rd Green Streets Infiltration BMP (S)	9%	21	$ 4,284,384	25	22.9	$$$	$$$	Medium	Partial	Good	Yes	Yes	Yes
19	Targeted Bacteria Source Control - Homeless	18%	11	$ 8,444,541	51	23.7	$	$$$$	Medium	Partial	Better	Yes	Yes	Yes
20	Edison Doris East Infiltration BMP (S)	11%	17	$ 5,234,972	33	23.7	$$$	$$$$	Medium	Partial	Good	Yes	Yes	Yes
21	Edison Hemlock Drain North Infiltration BMP (S)	6%	29	$ 3,917,269	20	24.1	$$	$$$	Medium	Partial	Limited	No	Yes	Yes
22	Mariner's Place Green Streets Infiltration BMP (S)	6%	26	$ 4,235,187	23	24.5	$$	$$$	Medium	Partial	Good	No	Yes	Yes
23	N Patterson Rd Green Streets Filtration BMP (S)	7%	23	$ 4,320,617	26	24.5	$$	$$$	Medium	Partial	Good	Yes	Yes	No
24	Seabridge Planter East Infiltration BMP (S)	9%	20	$ 4,658,362	31	24.9	$$$	$$$	Low	Partial	Limited	No	Yes	Yes
25	Doris Drain Outfall Agricultural Runoff Treatment	0.4%	90	$ 867,206	7	25.1	$	$	Medium	Partial	Good	Yes	Yes	No
26	Edison Hemlock Drain North Filtration BMP (S)	5%	33	$ 4,216,268	22	26.9	$$	$$$	Medium	Partial	Limited	No	Yes	No
27	W 5th St Drain Outfall Agricultural Runoff Treatment	0.3%	91	$ 979,415	8	27.0	$	$	Medium	Partial	Good	Yes	Yes	No
28	Marina West Park Infiltration BMP (S)	6%	27	$ 4,325,362	27	27.0	$$	$$$	Low	Partial	Good	No	Yes	Yes
29	S Victoria Ave Green Streets Infiltration BMP (S)	5%	32	$ 4,267,483	24	27.7	$$	$$$	Medium	Partial	Limited	No	Yes	Yes
30	Oxnard Airport Southwest Infiltration BMP (S)	8%	22	$ 5,379,217	35	27.7	$$$	$$$	Medium	Partial	Good	Yes	Yes	Yes
31	Mangeon W 5th St Ag Field Filtration BMP (S)	4%	40	$ 3,995,002	21	29.0	$	$$	Medium	Partial	Good	Yes	Yes	No
32	Targeted Bacteria Source Control - Sewer System	11%	16	$ 9,995,621	57	30.2	$	$$$$	Low	No	Good	Partial	Yes	Yes
33	Marathon Drain Outfall Agricultural Runoff Treatment	0.2%	93	$ 2,062,473	10	30.5	$	$	Medium	Partial	Good	Yes	Yes	No
34	Mariner's Place Green Streets Filtration BMP (S)	5%	34	$ 4,364,557	28	30.9	$$	$$$	Medium	Partial	Good	No	Yes	No
35	S Victoria Ave Green Streets Filtration BMP (S)	5%	35	$ 4,489,204	29	31.9	$$	$$$	Medium	Partial	Limited	No	Yes	No
36	Marina West Park Filtration BMP (S)	5%	36	$ 4,518,103	30	32.9	$$	$$$	Low	Partial	Good	No	Yes	No
37	Seabridge Planter East Filtration BMP (S)	5%	31	$ 5,867,920	38	34.3	$$	$$$	Low	Partial	Limited	No	Yes	No
38	Oxnard School District Administration Parking Lot	4%	37	$ 5,768,072	36	36.5	$$	$$$	Medium	Partial	Better	No	Yes	Yes
39	Edison Doris East Filtration BMP (S)	6%	28	$ 8,055,754	48	36.7	$$$	$$$	Medium	Partial	Good	Yes	Yes	No
40	Sea Air Park Infiltration BMP (S)	4%	38	$ 5,779,403	37	37.5	$$	$$$	Low	Partial	Better	No	Yes	Yes
41	Edison Doris West Infiltration BMP (S)	6%	30	$ 9,857,782	55	40.6	$$$	$$$$	Medium	Partial	Good	Yes	Yes	Yes
42	Plaza Park Infiltration BMP (S)	3%	43	$ 6,145,911	39	41.0	$$	$$$	Low	Partial	Best	No	Yes	Yes
43	Oxnard School District Administration Parking Lot	3%	44	$ 6,872,142	40	42.0	$$	$$$	Medium	Partial	Better	No	Yes	No
44	Doris Drain Outfall Filtration BMP (S)	2%	52	$ 5,355,968	34	42.0	$	$$	Medium	Partial	Good	Yes	Yes	No
45	Faith Community Church Infiltration BMP (S)	4%	41	$ 7,216,623	44	42.5	$$	$$$	Medium	Partial	Good	No	Yes	Yes
46	Sea Air Park Filtration BMP (S)	3%	45	$ 6,886,328	41	43.0	$$	$$$	Low	Partial	Better	No	Yes	No
47	Non-Structural Operational Stormwater Programs -	6%	25	$ 17,744,075	79	44.4	$	$$$$	Low	No	Better	Yes	Yes	Yes
48	Borchard Doris Drain Ag Field Filtration BMP (S)	3%	49	$ 8,009,935	46	47.5	$$	$$$	Medium	Partial	Good	Yes	Yes	No
49	Plaza Park Filtration BMP (S)	2%	53	$ 7,208,195	43	47.7	$	$$	Low	Partial	Best	No	Yes	No
50	Borchard Doris Drain Ag Field Infiltration BMP (S)	2%	55	$ 7,115,944	42	48.1	$$	$$	Medium	Partial	Good	Yes	Yes	Yes
51	Driffill Elementary Basketball Courts Infiltration BMP	4%	39	$ 10,919,669	62	49.2	$$$	$$$	Medium	Partial	Better	No	Yes	Yes
52	Kellner Doris Ag Field Infiltration BMP (S)	3%	48	$ 9,293,050	54	50.9	$$	$$$	Medium	Partial	Good	Yes	Yes	Yes
53	Marathon W 5th St Ag Field Infiltration BMP (S)	2%	58	$ 7,775,594	45	51.1	$$	$$	Medium	Partial	Good	Yes	Yes	Yes
54	Oxnard Airport Southwest Filtration BMP (S)	3%	47	$ 9,900,279	56	51.3	$$	$$$	Medium	Partial	Good	Yes	Yes	No
55	Faith Community Church Filtration BMP (S)	3%	51	$ 8,652,355	52	51.5	$$	$$$	Medium	Partial	Good	No	Yes	No
56	Mangeon W 5th St Ag Field Infiltration BMP (S)	2%	59	$ 8,013,679	47	52.7	$$	$$	Medium	Partial	Good	Yes	Yes	Yes
57	HHR W 5th St Ag Field Filtration BMP (S)	2%	60	$ 8,186,433	49	54.2	$	$$	Medium	Partial	Good	Yes	Yes	No
58	Oxnard High Infiltration BMP (S)	4%	42	$ 14,717,072	70	54.2	$$$	$$$$	Medium	Partial	Good	Yes	Yes	Yes
59	Oxnard Airport Northwest Infiltration BMP (S)	3%	50	$ 10,185,771	59	54.3	$$	$$$	Medium	Partial	Good	Yes	Yes	Yes
60	Oliveira Development Infiltration BMP (S)	2%	56	$ 8,919,264	53	54.5	$$	$$	Medium	Partial	Good	No	Yes	Yes
61	HHR W 5th St Ag Field Infiltration BMP (S)	2%	62	$ 8,298,248	50	55.7	$$	$$	Medium	Partial	Good	Yes	Yes	Yes
62	Edison Doris West Filtration BMP (S)	3%	46	$ 16,657,056	74	58.3	$$$	$$$$	Medium	Partial	Good	Yes	Yes	No
63	Oxnard Airport Northwest Filtration BMP (S)	2%	65	$ 10,033,059	58	61.4	$	$$	Medium	Partial	Good	Yes	Yes	No
64	Kellner Doris Ag Field Filtration BMP (S)	2%	64	$ 10,245,911	60	62.0	$	$$	Medium	Partial	Good	Yes	Yes	No
65	Teal Club Infiltration BMP (S)	2%	54	$ 16,761,791	75	63.6	$$$	$$$	Medium	Partial	Good	Yes	Yes	Yes
66	Oliveira Development Filtration BMP (S)	2%	66	$ 11,661,243	65	65.5	$	$$	Medium	Partial	Good	No	Yes	No
67	Driffill Elementary Baseball Field Infiltration BMP (S)	2%	57	$ 17,282,173	76	65.8	$$$	$$$	Medium	Partial	Better	No	Yes	Yes
68	W 5th St Drain Outfall Filtration BMP (S)	1%	73	$ 10,999,731	64	68.4	$	$$	Medium	Partial	Good	Yes	Yes	No
69	W 5th St Drain Outfall Infiltration BMP (S)	1%	77	$ 10,720,267	61	68.5	$	$$	Medium	Partial	Good	Yes	Yes	Yes

70	Oxnard High Filtration BMP (S)	2%	61	$ 17,539,539	78	69.0	$$	$$$	Medium	Partial	Good	Yes	Yes	No
71	Marathon W 5th St Ag Field Filtration BMP (S)	1%	71	$ 12,979,446	68	69.5	$	$$	Medium	Partial	Good	Yes	Yes	No
72	Driffill Elementary Basketball Courts Filtration BMP	2%	63	$ 17,443,468	77	69.6	$$	$$$	Medium	Partial	Better	No	Yes	No
73	Marathon Drain Outfall Infiltration BMP (S)	1%	78	$ 10,980,906	63	70.1	$	$$	Medium	Partial	Good	Yes	Yes	Yes
74	Marathon Drain Outfall Filtration BMP (S)	1%	75	$ 12,009,503	66	70.4	$	$$	Medium	Partial	Good	Yes	Yes	No
75	Southwest Community Park Infiltration BMP (S)	1%	70	$ 15,014,843	71	70.5	$$	$$	Low	Partial	Better	No	Yes	Yes
76	Kiddie Beach ROW Infiltration BMP (S)	1%	76	$ 14,622,822	69	72.4	$	$$	Medium	Partial	Limited	No	Yes	Yes
77	Oxnard Airport Central Infiltration BMP (S)	1%	72	$ 16,079,243	73	72.5	$$	$$	Medium	Partial	Good	Yes	Yes	Yes
78	Kiddie Beach ROW Filtration BMP (S)	1%	74	$ 15,649,542	72	73.0	$	$$	Medium	Partial	Limited	No	Yes	No
79	Doris Drain Outfall Infiltration BMP (S)	1%	80	$ 12,081,897	67	73.2	$	$$	Medium	Partial	Good	Yes	Yes	Yes
80	Driffill Elementary Baseball Field Filtration BMP (S)	1%	67	$ 18,994,195	82	74.1	$$	$$$	Medium	Partial	Better	No	Yes	No
81	Seabridge Planter West Infiltration BMP (S)	1%	69	$ 21,083,014	84	76.1	$$	$$$	Low	Partial	Limited	No	Yes	Yes
82	Seabridge Elementary Infiltration BMP (S)	1%	68	$ 36,815,130	87	76.9	$$$	$$$$	Medium	Partial	Limited	No	Yes	Yes
83	Southwest Community Park Filtration BMP (S)	1%	79	$ 18,824,813	81	80.0	$	$$	Low	Partial	Better	No	Yes	No
84	Oxnard Airport Central Filtration BMP (S)	1%	81	$ 20,386,318	83	82.0	$	$$	Medium	Partial	Good	Yes	Yes	No
85	Diacos Private Ag Field Drain Outfall Infiltration BMP	0.5%	86	$ 18,345,617	80	82.9	$	$$	Medium	Partial	Limited	No	Yes	Yes
86	Seabridge Planter West Filtration BMP (S)	1%	83	$ 34,028,582	86	84.5	$$	$$$	Low	Partial	Limited	No	Yes	No
87	Teal Club Filtration BMP (S)	1%	82	$ 41,999,189	89	85.4	$$	$$$	Medium	Partial	Good	Yes	Yes	No
88	Diacos Private Ag Field Drain Outfall Filtration BMP	0.4%	88	$ 30,984,887	85	86.5	$	$$	Medium	Partial	Limited	No	Yes	No
89	Dunkirk Park Infiltration BMP (S)	1%	85	$ 38,151,142	88	86.5	$$	$$$	Low	Partial	Good	No	Yes	Yes
90	Seabridge Elementary Filtration BMP (S)	1%	84	$ 56,337,358	92	87.9	$$	$$$	Medium	Partial	Limited	No	Yes	No
91	Chesapeak Drive Infiltration BMP (S)	0.4%	87	$ 68,027,239	93	89.9	$$	$$$	Medium	Partial	Limited	No	Yes	Yes
92	Dunkirk Park Filtration BMP (S)	0.4%	89	$ 47,535,256	91	90.0	$	$$	Low	Partial	Good	No	Yes	No
93	Diacos Private Ag Field Drain Outfall Agricultural	0.01%	96	$ 46,933,450	90	93.0	$	$	Medium	Partial	Limited	No	Yes	No
94	Chesapeak Drive Filtration BMP (S)	0.3%	92	$ 98,185,854	95	93.5	$$	$$$	Medium	Partial	Limited	No	Yes	No
95	W Wooley Rd Drain Outfall Infiltration BMP (S)	0.1%	94	$ 72,108,455	94	94.0	$	$$	Medium	Partial	Limited	No	Yes	Yes
96	W Wooley Rd Drain Outfall Filtration BMP (S)	0.1%	95	$ 144,131,478	96	95.5	$	$$	Medium	Partial	Limited	No	Yes	No

		Water Quality Benefits					Costs		Implementation Considerations	Community Benefits				
Line Item	Project Name	Percent RT Reduction	Reduction Ranking	Cost-Effectiveness ($/% RT Reduction)	Cost-Effectiveness Ranking	Geometric Mean Rank	Capital Cost Category	Lifecycle Cost Category	Implementation Considerations Category	Aesthetic Improvements	Community Benefits Total	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
1	Open Passive Edison Canal Connection to Ocean (RW)	73%	1	$ 2,571,000	4	2.0	$$$$	$$$$	High	Yes	Good	Partial	Yes	Yes
2	Storage Tank Water Release between Canal/Harbor	45%	3	$ 677,170	1	1.7	$$	$$$	High	Partial	Limited	No	Yes	Yes
3	Passive Circulation Enhancements (RW)	45%	4	$ 1,127,925	2	2.8	$$$	$$$$	High	Partial	Good	No	Yes	Yes
4	Edison Canal Pump Resumption- 67 MGD (RW)	46%	2	$ 2,328,924	3	2.4	$$$$	$$$$	High	Partial	Limited	No	Yes	Yes
5	Decommission Canal/Convert to Engineered	40%	5	$ 8,209,095	6	5.5	$$$$	$$$$	High	Partial	Good	Partial	Yes	Yes
6	Decommission Canal/Storage Tank (RW)	39%	6	$ 9,164,061	7	6.5	$$$$	$$$$	High	Partial	Best	Partial	Yes	Yes
7	Edison Canal Pump Resumption- 4.3 MGD (RW)	14%	7	$ 6,278,393	5	6	$$$$	$$$$	High	No	Limited	No	Yes	Yes

Tier 1

Project Name	Additive % Load Reduction	Cost-Effectiveness ($/% Aggregate Load Reduction)	Geometric Mean Rank	Capital Cost Category	Lifecycle Cost Category	Implementation Considerations Category	Aesthetic Improvements	Community Benefits Total	DAC Benefits
Targeted Nutrient/Pesticide Source Control- Outreach	77%	$ 34,665	1.4	$	$$	Low	No	Better	Yes
Targeted Bacteria Source Control - Animal Waste	51%	$ 45,962	3.0	$	$$	Low	No	Better	Partial
Municipal Operations Enhancement Source Control -	49%	$ 478,054	4.5	$	$$$	Low	Partial	Better	Partial
Targeted Nutrient/Pesticide Source Control- Illicit	27%	$ 60,073	4.9	$	$$	Low	Partial	Better	Yes
Wilson Park Infiltration BMP (S)	13%	$ 3,528,380	15.4	$$$	$$$	Low	Partial	Best	No
Trash Reduction - Mechanical Filtration (NS)	11%	$ 1,122,898	12.7	$	$$	Low	Partial	Better	Partial
Wilson Park Filtration BMP (S)	10%	$ 3,575,943	19.0	$$	$$$	Low	Partial	Best	No
Seabridge Planter East Infiltration BMP (S)	9%	$ 4,658,362	24.9	$$$	$$$	Low	Partial	Limited	No
Marina West Park Infiltration BMP (S)	6%	$ 4,325,362	27.0	$$	$$$	Low	Partial	Good	No
Trash Reduction - Source Reduction Strategies (NS)	6%	$ 645,649	12.0	$	$$	Low	Partial	Best	Yes
Seabridge Planter East Filtration BMP (S)	5%	$ 5,867,920	34.3	$$	$$$	Low	Partial	Limited	No
Marina West Park Filtration BMP (S)	5%	$ 4,518,103	32.9	$$	$$$	Low	Partial	Good	No
Sea Air Park Infiltration BMP (S)	4%	$ 5,779,403	37.5	$$	$$$	Low	Partial	Better	No
Plaza Park Infiltration BMP (S)	3%	$ 6,145,911	41.0	$$	$$$	Low	Partial	Best	No
Sea Air Park Filtration BMP (S)	3%	$ 6,886,328	43.0	$$	$$$	Low	Partial	Better	No
Plaza Park Filtration BMP (S)	2%	$ 7,208,195	47.7	$	$$	Low	Partial	Best	No
Seabridge Planter West Infiltration BMP (S)	1%	$ 21,083,014	76.1	$$	$$$	Low	Partial	Limited	No
Southwest Community Park Infiltration BMP (S)	1%	$ 15,014,843	70.5	$$	$$	Low	Partial	Better	No
Southwest Community Park Filtration BMP (S)	1%	$ 18,824,813	80.0	$	$$	Low	Partial	Better	No
Seabridge Planter West Filtration BMP (S)	1%	$ 34,028,582	84.5	$$	$$$	Low	Partial	Limited	No
Dunkirk Park Infiltration BMP (S)	1%	$ 38,151,142	86.5	$$	$$$	Low	Partial	Good	No
Dunkirk Park Filtration BMP (S)	0%	$ 47,535,256	90.0	$	$$	Low	Partial	Good	No

Tier 2

Project Name	Additive % Load Reduction	Cost-Effectiveness	GeoMean Rank	Capital Cost Category	Lifecycle Cost	Implementation	Aesthetic	Community Benefits Total	DAC Benefits
Targeted Nutrient/Pesticide Source Control-	62%	$ 5,300	1.4	$	$	Medium	No	Better	Yes
N Patterson Rd Green Streets Infiltration BMP (S)	9%	$ 4,284,384	22.9	$$$	$$$	Medium	Partial	Good	Yes
Oxnard Airport Southwest Infiltration BMP (S)	8%	$ 5,379,217	27.7	$$$	$$$	Medium	Partial	Good	Yes
N Patterson Rd Green Streets Filtration BMP (S)	7%	$ 4,320,617	24.5	$$	$$$	Medium	Partial	Good	Yes
Mariner's Place Green Streets Infiltration BMP (S)	6%	$ 4,235,187	24.5	$$	$$$	Medium	Partial	Good	No
Edison Doris East Filtration BMP (S)	6%	$ 8,055,754	36.7	$$$	$$$	Medium	Partial	Good	Yes
Edison Hemlock Drain North Infiltration BMP (S)	6%	$ 3,917,269	24.1	$$	$$$	Medium	Partial	Limited	No
S Victoria Ave Green Streets Infiltration BMP (S)	5%	$ 4,267,483	27.7	$$	$$$	Medium	Partial	Limited	No
Campus Park Infiltration BMP (S)	19%	$ 2,882,848	11.8	$$$	$$$$	Low	Partial	Better	No
Campus Park Filtration BMP (S)	15%	$ 3,546,360	15.3	$$$	$$$$	Low	Partial	Better	No
Targeted Bacteria Source Control - Sewer System	11%	$ 9,995,621	30.2	$	$$$$	Low	No	Good	Partial
Non-Structural Operational Stormwater Programs -	6%	$ 17,744,075	44.4	$	$$$$	Low	No	Better	Yes
Edison Hemlock Drain North Filtration BMP (S)	5%	$ 4,216,268	26.9	$$	$$$	Medium	Partial	Limited	No
Mariner's Place Green Streets Filtration BMP (S)	5%	$ 4,364,557	30.9	$$	$$$	Medium	Partial	Good	No
S Victoria Ave Green Streets Filtration BMP (S)	5%	$ 4,489,204	31.9	$$	$$$	Medium	Partial	Limited	No
Oxnard School District Administration Parking Lot	4%	$ 5,768,072	36.5	$$	$$$	Medium	Partial	Better	No
Driffill Elementary Basketball Courts Infiltration BMP	4%	$ 10,919,669	49.2	$$$	$$$	Medium	Partial	Better	No
Mangeon W 5th St Ag Field Filtration BMP (S)	4%	$ 3,995,002	29.0	$	$$	Medium	Partial	Good	Yes
Faith Community Church Infiltration BMP (S)	4%	$ 7,216,623	42.5	$$	$$$	Medium	Partial	Good	No
Oxnard School District Administration Parking Lot	3%	$ 6,872,142	42.0	$$	$$$	Medium	Partial	Better	No
Oxnard Airport Southwest Filtration BMP (S)	3%	$ 9,900,279	51.3	$$	$$$	Medium	Partial	Good	Yes
Kellner Doris Ag Field Infiltration BMP (S)	3%	$ 9,293,050	50.9	$$	$$$	Medium	Partial	Good	Yes
Borchard Doris Drain Ag Field Filtration BMP (S)	3%	$ 8,009,935	47.5	$$	$$$	Medium	Partial	Good	Yes
Oxnard Airport Northwest Infiltration BMP (S)	3%	$ 10,185,771	54.3	$$	$$$	Medium	Partial	Good	Yes
Faith Community Church Filtration BMP (S)	3%	$ 8,652,355	51.5	$$	$$$	Medium	Partial	Good	No
Doris Drain Outfall Filtration BMP (S)	2%	$ 5,355,968	42.0	$	$$	Medium	Partial	Good	Yes
Teal Club Infiltration BMP (S)	2%	$ 16,761,791	63.6	$$$	$$$	Medium	Partial	Good	Yes
Borchard Doris Drain Ag Field Infiltration BMP (S)	2%	$ 7,115,944	48.1	$$	$$	Medium	Partial	Good	Yes
Oliveira Development Infiltration BMP (S)	2%	$ 8,919,264	54.5	$$	$$	Medium	Partial	Good	No
Driffill Elementary Baseball Field Infiltration BMP (S)	2%	$ 17,282,173	65.8	$$$	$$$	Medium	Partial	Better	No

Marathon W 5th St Ag Field Infiltration BMP (S)	2%	$ 7,775,594	51.1	$$	$$	Medium	Partial	Good	Yes
Mangeon W 5th St Ag Field Infiltration BMP (S)	2%	$ 8,013,679	52.7	$$	$$	Medium	Partial	Good	Yes
HHR W 5th St Ag Field Filtration BMP (S)	2%	$ 8,186,433	54.2	$	$$	Medium	Partial	Good	Yes
Oxnard High Filtration BMP (S)	2%	$ 17,539,539	69.0	$$	$$$	Medium	Partial	Good	Yes
HHR W 5th St Ag Field Infiltration BMP (S)	2%	$ 8,298,248	55.7	$$	$$	Medium	Partial	Good	Yes
Driffill Elementary Basketball Courts Filtration BMP (S)	2%	$ 17,443,468	69.6	$$	$$$	Medium	Partial	Better	No
Kellner Doris Ag Field Filtration BMP (S)	2%	$ 10,245,911	62.0	$	$$	Medium	Partial	Good	Yes
Oxnard Airport Northwest Filtration BMP (S)	2%	$ 10,033,059	61.4	$	$$	Medium	Partial	Good	Yes
Oliveira Development Filtration BMP (S)	2%	$ 11,661,243	65.5	$	$$	Medium	Partial	Good	No
Driffill Elementary Baseball Field Filtration BMP (S)	1%	$ 18,994,195	74.1	$$	$$$	Medium	Partial	Better	No
Marathon W 5th St Ag Field Filtration BMP (S)	1%	$ 12,979,446	69.5	$	$$	Medium	Partial	Good	Yes
Oxnard Airport Central Infiltration BMP (S)	1%	$ 16,079,243	72.5	$$	$$	Medium	Partial	Good	Yes
W 5th St Drain Outfall Filtration BMP (S)	1%	$ 10,999,731	68.4	$	$$	Medium	Partial	Good	Yes
Kiddie Beach ROW Filtration BMP (S)	1%	$ 15,649,542	73.0	$	$$	Medium	Partial	Limited	No
Marathon Drain Outfall Filtration BMP (S)	1%	$ 12,009,503	70.4	$	$$	Medium	Partial	Good	Yes
Kiddie Beach ROW Infiltration BMP (S)	0.9%	$ 14,622,822	72.4	$	$$	Medium	Partial	Limited	No
W 5th St Drain Outfall Infiltration BMP (S)	1%	$ 10,720,267	68.5	$	$$	Medium	Partial	Good	Yes
Marathon Drain Outfall Infiltration BMP (S)	1%	$ 10,980,906	70.1	$	$$	Medium	Partial	Good	Yes
Doris Drain Outfall Infiltration BMP (S)	0.8%	$ 12,081,897	73.2	$	$$	Medium	Partial	Good	Yes
Oxnard Airport Central Filtration BMP (S)	0.8%	$ 20,386,318	82.0	$	$$	Medium	Partial	Good	Yes
Teal Club Filtration BMP (S)	0.8%	$ 41,999,189	85.4	$$	$$$	Medium	Partial	Good	Yes
Seabridge Elementary Filtration BMP (S)	0.7%	$ 56,337,358	87.9	$$	$$$	Medium	Partial	Limited	No
Diacos Private Ag Field Drain Outfall Infiltration BMP	0.47%	$ 18,345,617	82.9	$	$$	Medium	Partial	Limited	No
Chesapeak Drive Infiltration BMP (S)	0.44%	$ 68,027,239	89.9	$$	$$$	Medium	Partial	Limited	No
Diacos Private Ag Field Drain Outfall Filtration BMP (S)	0.40%	$ 30,984,887	86.5	$	$$	Medium	Partial	Limited	No
Doris Drain Outfall Agricultural Runoff Treatment	0.37%	$ 867,206	25.1	$	$	Medium	Partial	Good	Yes
W 5th St Drain Outfall Agricultural Runoff Treatment	0.33%	$ 979,415	27.0	$	$	Medium	Partial	Good	Yes
Chesapeak Drive Filtration BMP (S)	0.30%	$ 98,185,854	93.5	$$	$$$	Medium	Partial	Limited	No
Marathon Drain Outfall Agriciltural Runoff Treatment	0.16%	$ 2,062,473	30.5	$	$	Medium	Partial	Good	Yes
W Wooley Rd Drain Outfall Infiltration BMP (S)	0.13%	$ 72,108,455	94.0	$	$$	Medium	Partial	Limited	No
W Wooley Rd Drain Outfall Filtration BMP (S)	0.09%	$ 144,131,478	95.5	$	$$	Medium	Partial	Limited	No
Diacos Private Ag Field Drain Outfall Agricultural	0.01%	$ 46,933,450	93.0	$	$	Medium	Partial	Limited	No

Tier 3

Project Name	Additive % Load Reduction	Cost-Effectiveness	GeoMean Rank	Capital Cost Category	Lifecycle Cost	Implementation	Aesthetic	Community Benefits Total	DAC Benefits
Oliveira Plaza Parking Lot Infiltration BMP (S)	27%	$ 2,065,112	7.4	$$$	$$$$	Medium	Partial	Good	No
Oxnard Airport East Filtration BMP (S)	25%	$ 2,327,652	9.5	$$$	$$$$	Medium	Partial	Good	Yes
Oxnard Airport East Infiltration BMP (S)	24%	$ 2,290,818	9.8	$$$	$$$$	Medium	Partial	Good	Yes
Oliveira Plaza Parking Lot Filtration BMP (S)	21%	$ 2,964,011	11.6	$$$	$$$$	Medium	Partial	Good	No
Targeted Bacteria Source Control - Homeless	18%	$ 8,444,541	23.7	$	$$$$	Medium	Partial	Better	Yes
County Parcel S Ventura Infiltration BMP (S)	17%	$ 3,267,732	13.9	$$$	$$$$	Medium	Partial	Good	No
County Parcel S Ventura Filtration BMP (S)	12%	$ 4,745,938	21.9	$$$	$$$$	Medium	Partial	Good	No
Edison Doris East Infiltration BMP (S)	11%	$ 5,234,972	23.7	$$$	$$$$	Medium	Partial	Good	Yes
Edison Doris West Infiltration BMP (S)	6%	$ 9,857,782	40.6	$$$	$$$$	Medium	Partial	Good	Yes
Oxnard High Infiltration BMP (S)	4%	$ 14,717,072	54.2	$$$	$$$$	Medium	Partial	Good	Yes
Edison Doris West Filtration BMP (S)	3%	$ 16,657,056	58.3	$$$	$$$$	Medium	Partial	Good	Yes
Seabridge Elementary Infiltration BMP (S)	1%	$ 36,815,130	76.9	$$$	$$$$	Medium	Partial	Limited	No

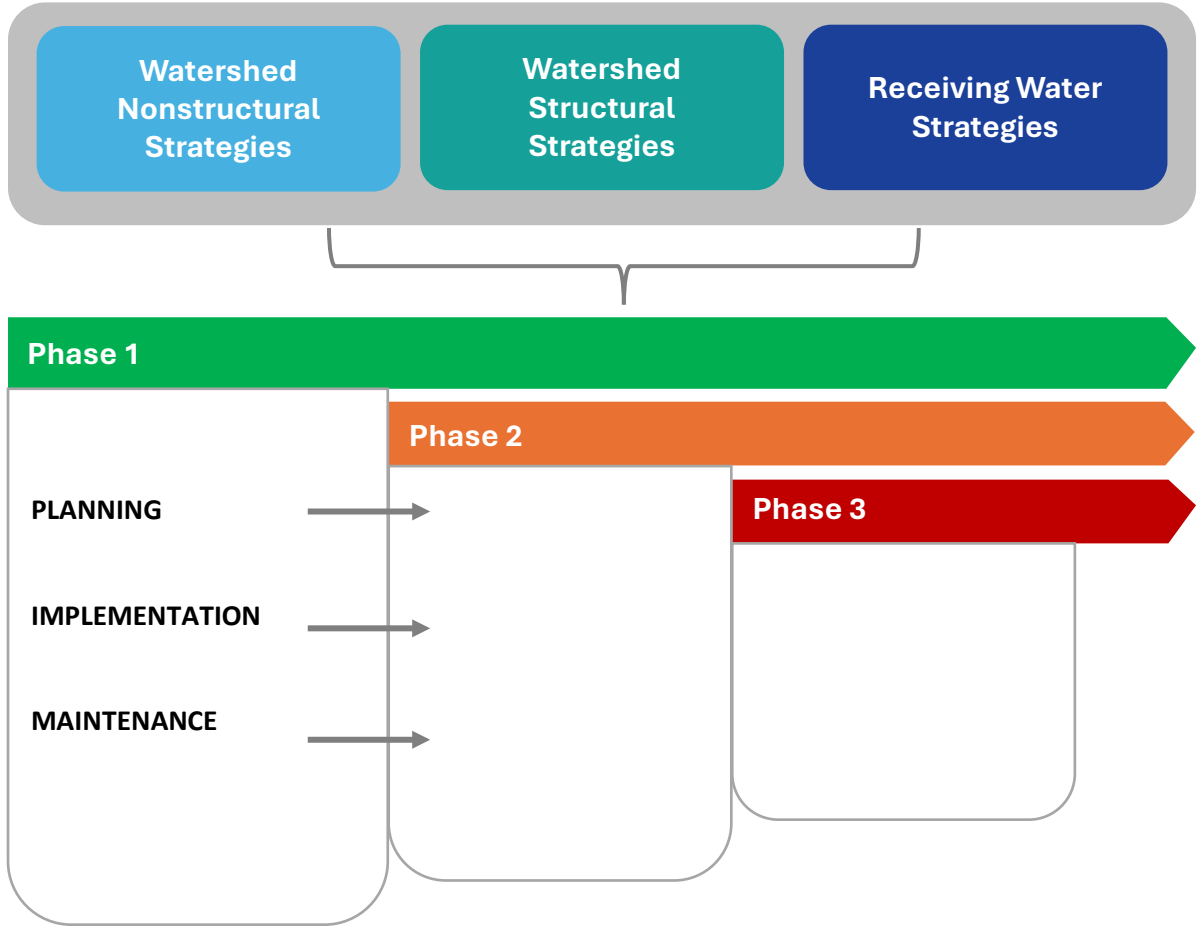
Project Name	Percent RT Reduction	Cost-Effectiveness	GeoMean Rank	Capital Cost Category	Lifecycle Cost	Implementation	Aesthetic	Community Benefits Total	DAC Benefits
Storage Tank Water Release between Canal/Harbor	45%	$ 677,170	1.7	$$	$$$	High	Partial	Limited	No
Open Passive Edison Canal Connection to Ocean (RW)	73%	$ 2,571,000	2.0	$$$$	$$$$	High	Yes	Good	Partial
Edison Canal Pump Resumption- 67 MGD (RW)	46%	$ 2,328,924	2.4	$$$$	$$$$	High	Partial	Limited	No
Passive Circulation Enhancements (RW)	45%	$ 1,127,925	2.8	$$$	$$$$	High	Partial	Good	No
Decommission Canal/Convert to Engineered Wetlands	40%	$ 8,209,095	5.5	$$$$	$$$$	High	Partial	Good	Partial
Edison Canal Pump Resumption- 4.3 MGD (RW)	14%	$ 6,278,393	5.9	$$$$	$$$$	High	No	Limited	No
Decommission Canal/Storage Tank (RW)	39%	$ 9,164,061	6.5	$$$$	$$$$	High	Partial	Best	Partial

Implementation Plan
Channel Islands Harbor
Oxnard, CA
March 2026

CRAFTWATER
SCIENCE • STRATEGY • ENGINEERING

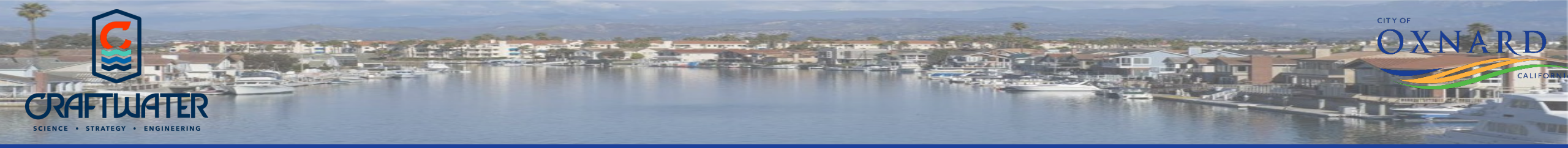
INTRODUCTION

This phased Implementation Plan establishes a clear and adaptable roadmap for advancing Watershed and Receiving Water strategies, ensuring measurable progress toward improving in-Harbor water quality, reducing pollutant loads, and enhancing circulation. By moving through structured phases, each strategy can evolve from early concept to full-scale implementation using data-driven adaptive management, allowing real-time refinements for greater efficiency and impact. This approach also strengthens coordination among regulatory agencies, municipalities, and community partners while aligning project timelines with funding opportunities to maximize resource leverage. The following slides present phased plans tailored to each strategy type – Watershed Nonstructural, Watershed Structural, and Receiving Water – recognizing that differences in scale, readiness, cost, and community involvement shape the specific activities within each phase.



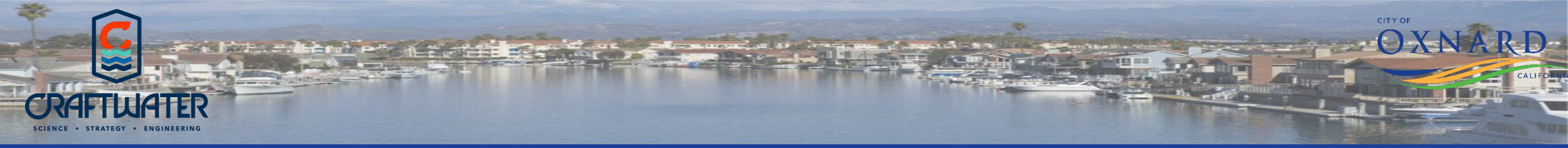
PHASED APPROACH: WATERSHED NONSTRUCTURAL

Watershed Nonstructural Strategy	Category	Phase 1	Phase 2	Phase 3
Outreach & Training	**Planning**	• Develop curriculum and outreach resources • Identify priority outreach target(s) • Conduct baseline BMP adoption survey • Coordinate with Farm Bureau • Develop cost estimates and pursue initial funding opportunities • Natural Resources Conservation Service (NRCS); secure startup grants (Prop 1, 319h) • Meet with City departments and interested parties to coordinate on scope and budget	• Refine materials from Phase 1 feedback • Expand modules to new audiences • Apply for multi-year funding opportunities • Formalize interagency agreements	TBD
	Implementation	• Pilot 3–5 bilingual BMP workshops (Farm Bureau, University of California (UC) Extension) • Distribute BMP material kits and conduct field demonstrations	• Expand workshops to regionwide scale • Integrate BMP training into homeowners associations (HOAs) and grower groups	TBD
	Maintenance & Monitoring	• Track participation and BMP adoption rates pre-/post-surveys	• Assess BMP adoption rates • Refine program activities	TBD
Illicit Discharge Detection & Elimination (IDDE)	**Planning**	• Map outfalls and baseline pollutant testing • Establish reporting procedures • Coordinate with Regional Water Quality Control Board (RWQCB) • Develop cost estimates and pursue initial funding opportunities	• Refine GIS/stormwater models and prioritize sites • Formalize interagency response protocols • Develop Memoranda of Understanding (MOUs)	TBD
	Implementation	• Conduct pilot inspections at hotspot outfalls • Develop framework to train staff and “citizen inspectors”	• Expand inspections to additional outfalls • Potential development of electronic log system • Pursue stronger enforcement efforts	TBD
	Maintenance & Monitoring	• Track reports/inspections in pilot database	• Review annual IDDE report and refine inspection and response protocols	TBD



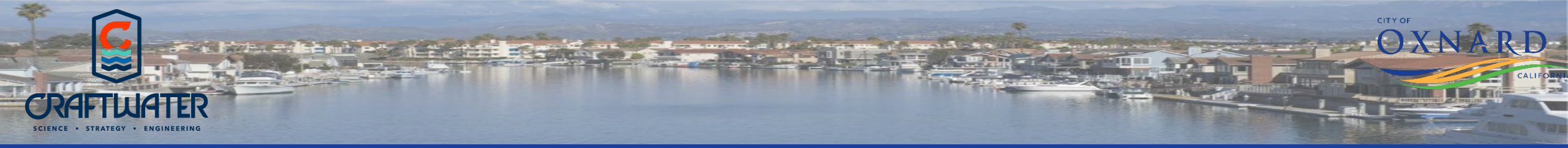
PHASED APPROACH: WATERSHED NONSTRUCTURAL

Watershed Nonstructural Strategy	Category	Phase 1	Phase 2	Phase 3
Agricultural Coordination	**Planning**	• Map high-risk agricultural discharges • Conduct grower roundtable discussions • Coordinate with Farm Bureau/agricultural community on development of potential data-sharing procedures • Develop cost estimates and pursue initial funding opportunities	• Refine BMPs based on Phase 1 outcomes • Expand agreements with Farm Bureau/agricultural community • Align plans with Ventura County Agricultural Irrigated Lands Group's (VCAILG) Water Quality Management Plan (WQMP)	TBD
	Implementation	• Pilot BMPs (drip irrigation, reduced pesticides, rotation) on agricultural land	• Expand BMPs to larger acreage • Add vegetative buffer components	TBD
	Maintenance & Monitoring	• Monitor pilot BMPs for nutrient/pesticide reduction impacts	• Expand water sampling efforts • Perform adaptive BMP adjustments	TBD
Sewer System Maintenance	**Planning**	• Develop sewer asset risk assessment map • Coordinate w/ City Public Works Department and Ventura County • Secure Capital Improvement Plan (CIP) funding	• Expand sewer system mapping & prioritization • Establish interagency agreements for joint sewer upgrades	TBD
	Implementation	• Pilot smoke testing and closed-circuit television (CCTV) in 2 neighborhoods; repair small leaks	• Expand repair/lining projects across multiple zones	TBD
	Maintenance & Monitoring	• Pilot maintenance logs; track leak repairs	• Expanded sewer system asset monitoring and database	TBD



PHASED APPROACH: WATERSHED NONSTRUCTURAL

Watershed Nonstructural Strategy	Category	Phase 1	Phase 2	Phase 3
Homeless Encampment Management	**Planning**	• Map encampments near waterways • Identify priority management areas • Coordinate with Housing Department, Police Department, non-governmental organizations (NGOs)	• Update mapping and prioritization annually; integrate with housing data • Develop formal cleanup/response protocol	TBD
	Implementation	• Pilot cleanup/response protocol at hotspot locations • Construct temporary waste stations	• Expand program to Harbor-adjacent encampments	TBD
	Maintenance & Monitoring	• Track cleanup volumes; monitor bacteria hotspots	• Expand database and monitoring procedures	TBD
Animal Waste Management	**Planning**	• Survey hotspots (dog parks, waterfronts, walking trails) • Baseline bacteria testing near dog-use areas • Coordinate with NGOs and HOAs • Pursue initial funding opportunities	• Expand program to Harbor-adjacent locations • Develop formal cleanup/response protocol • Partner with HOAs for cost-sharing opportunities	TBD
	Implementation	• Identify priority management areas • Begin development of public outreach campaign • Install pet waste stations in identified hotspot areas	• Update mapping & prioritization annually • Expand pet waste station network	TBD
	Maintenance & Monitoring	• Track cleanup volumes; monitor bacteria hotspots	• Expand maintenance and monitoring procedures	TBD

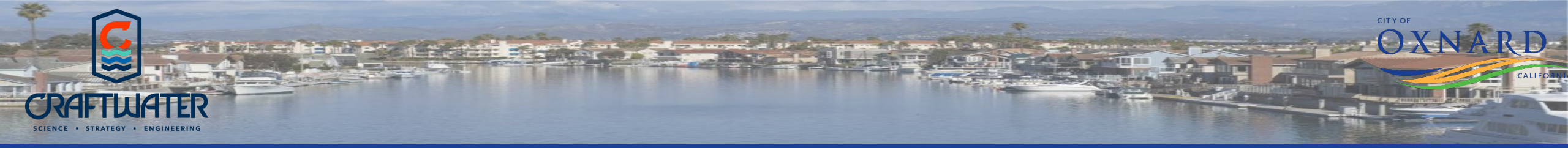


PHASED APPROACH: WATERSHED NONSTRUCTURAL

Watershed Nonstructural Strategy	Category	Phase 1	Phase 2	Phase 3
Street Sweeping and Catch Basin Cleaning Optimization	**Planning**	• Collect baseline curbside solids data • Identify high priority catch basins and street sweeping routes • Develop asset management plan • Coordinate with Public Works Department • Assess cost estimates and current funding adjustments	• Fully integrate new routes with enhanced frequency • Review prioritization outcomes • Secure future funding for program, including operations & maintenance (O&M) funding	TBD
	Implementation	• Pilot optimized street sweeping in identified hotspot neighborhoods • Increase cleaning frequency in storm season/after storm events	• Implement catch basin cleaning and street sweeping routes schedule with enhanced consistency and efficiency	TBD
	Maintenance & Monitoring	• Evaluate current programs • Collect monitoring data to inform later phases	• Continuous predictive monitoring and maintenance demonstrating effectiveness	TBD
Stormwater System Maintenance	**Planning**	• Develop stormwater asset management inventory • Prioritize high-risk assets for cleaning and/or maintenance • Develop standardized inspection protocols • Integrate asset management inventory with GIS • Coordinate with City/County agencies • Apply for Prop 1 and MS4 compliance funding • Develop shared O&M responsibilities and align with flood control planning	• Expand asset inventory and scheduling across system • Secure long-term interagency agreements	TBD
	Implementation	• Pilot proactive cleaning of MS4 channels • Inspect stormwater conveyance features • Train staff on proactive O&M practices	• Expand proactive O&M to all Harbor storm drains and channels	TBD
	Maintenance & Monitoring	• Document pilot cleaning data • Track debris/volume removed • Adjust maintenance cycles	• Expand proactive O&M scheduling tools	TBD

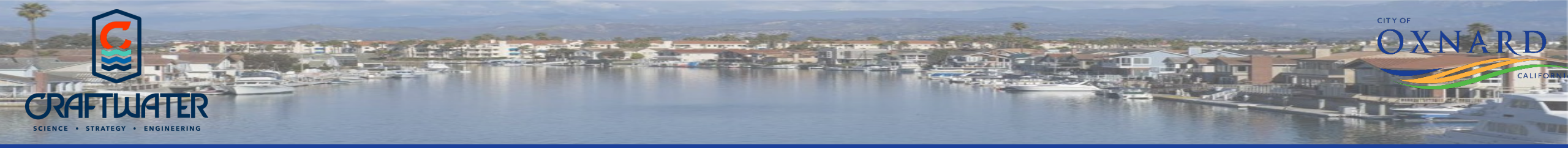
PHASED APPROACH: WATERSHED NONSTRUCTURAL

Watershed Nonstructural Strategy	Category	Phase 1	Phase 2	Phase 3
Mechanical Filtration	**Planning**	• Identify priority outfalls with high debris loading • Develop pilot monitoring plan • Assess O&M requirements; Establish O&M cost estimations and budget line • Develop concrete technical specifications • Secure Prop 1/Prop 68 grant funding • Coordinate with NGOs for pilot sites • Engage with contractors and vendors	• Refine siting and device selection • Integrate procurement and replacement activities into City O&M budget	TBD
	Implementation	• Install 5–10 catch basin inserts at priority debris-prone sites • Monitor clogging and pollutant removal • Conduct maintenance frequency trials • Evaluate performance of different insert device models	• Expand to 20–30 priority outfalls with proven device types	TBD
	Maintenance & Monitoring	• Track pollutant removal from pilot units and document clogging frequency • Adjust device designs accordingly • Communicate results with regulators	• Expand monitoring and adaptive O&M efforts	TBD
Trash Source Reduction Strategies	**Planning**	• Conduct baseline trash audits at Harbor and marinas • Identify debris-prone commercial nodes • Develop standardized monitoring methodology • Pilot debris hotspot mapping • Partner with City Council, NGOs, and Chambers of Commerce • Draft local ordinance language • Apply for waste reduction grant funding • Coordinate enforcement staff training	• Expand auditing efforts • Adopt ordinance and integrate into City policy	TBD
	Implementation	• Organize public cleanup events • Launch educational campaign with signage and social media components • Provide incentives for businesses adopting alternatives	• Expand ordinances Citywide with enforcement provisions	TBD
	Maintenance & Monitoring	• Document volume of debris collected at cleanups • Review annual litter audit reports • Monitor debris load reductions	• Expand tracking into MS4 permit reporting	TBD



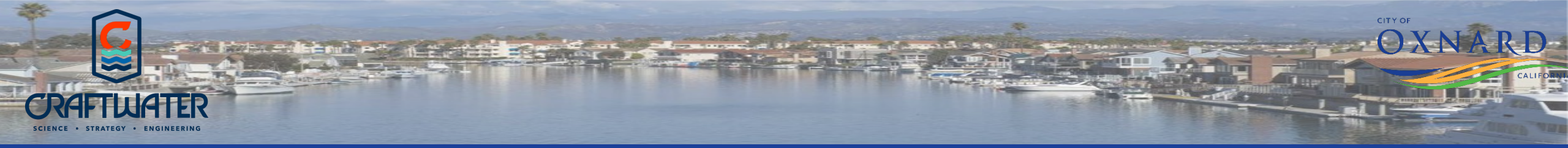
PHASED APPROACH: WATERSHED STRUCTURAL

Watershed Structural Strategy	Category	Phase 1	Phase 2	Phase 3
Filtration BMPs	**Planning**	• Identify priority storm drain sites; conduct feasibility and conceptual design • Conduct feasibility studies at multiple outfalls; Develop conceptual design alternatives • Perform baseline monitoring of inflow/outflow water quality • Prioritize sites with highest pollutant loads • Secure site access and landowner approvals • Apply for Prop 1/Prop 68 stormwater funding • Coordinate with RWQCB for compliance approval • Prepare permitting documentation (CEQA, Section 401 Certification)	• Advance detailed design and permitting for selected BMP sites • Submit permits and finalize interagency agreements	TBD
	Implementation	• Construct 1 pilot filtration BMP (e.g., Campus Park) at a priority outfall • Test pollutant removal efficiencies (nutrients, metals, bacteria) • Engage community volunteers in BMP planting and maintenance	• Expand BMP installation to 2–3 additional priority outfalls	TBD
	Maintenance & Monitoring	• Monitor inflow/outflow water quality monthly • Track sediment removal capacity • Document O&M costs and staff hours; Develop long-term O&M manual	• Incorporate BMP monitoring into Citywide stormwater reporting	TBD
Infiltration BMPs	**Planning**	• Identify suitable parcels with >0.5 in/hr infiltration rate • Conduct geotechnical testing • Develop conceptual design for 1 pilot infiltration basin • Secure parcel use agreements • Apply for Prop 68 and groundwater recharge funding • Coordinate with Ventura County Flood Control District • Develop initial O&M guidelines	• Advance preliminary design and permitting for priority sites • Develop Citywide infiltration BMP implementation program	TBD
	Implementation	• Construct a pilot infiltration basin or trench on a City-owned parcel • Test infiltration rates under seasonal conditions • Plant native vegetation to stabilize soils • Monitor for groundwater mounding and performance	• Expand infiltration practices to multiple municipal parcels	TBD
	Maintenance & Monitoring	• Monitor infiltration rates monthly • Inspect vegetation establishment • Document clogging issues and track sediment accumulation	• Expand O&M schedule and refine infiltration BMP manual	TBD



PHASED APPROACH: WATERSHED STRUCTURAL

Watershed Structural Strategy	Category	Phase 1	Phase 2	Phase 3
Agricultural Runoff Treatment Systems	**Planning**	• Partner with Farm Bureau, NRCS, and growers • Apply for Environmental Quality Incentives Program (EQIP)/Prop 68 grants • Secure farm cooperation agreements • Develop permitting pathway for wetlands • Engage farms to pilot vegetated filter strips or constructed wetlands • Monitor nitrogen (N), phosphorus (P), pesticide reductions • Identify agricultural drains with high pollutant loading • Conduct baseline sampling of nutrients/pesticides • Develop conceptual treatment designs	• Refine treatment designs for broader implementation • Secure multi-farm cost-share programs and funding	TBD
	Implementation	• Construct a vegetated filter strip or treatment wetland adjacent to an agricultural drainage canal • Engage agricultural community in program • Monitor reductions in N, P, pesticides	• Expand installations to additional agricultural drainage sites	TBD
	Maintenance & Monitoring	• Monitor pollutant reduction quarterly • Track vegetation health and maintenance needs • Document O&M labor costs • Adjust designs based on performance	• Expand monitoring efforts across additional treatment systems	TBD

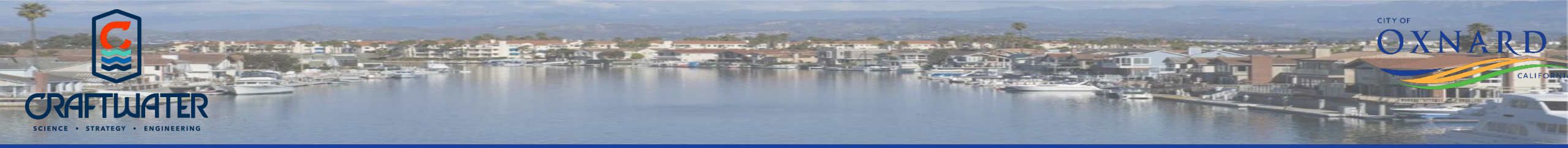


PHASED APPROACH: RECEIVING WATER

Receiving Water Strategy	Category	Phase 1	Phase 2	Phase 3
Edison Canal Pump Resumption (4.3 OR 67 MGD)	**Planning**	• Compile baseline dissolved oxygen (DO) and residence time data • Conduct fish entrainment risk evaluation • Develop preliminary design alternatives • Conduct meetings with RWQCB and Coastal Commission • Pursue state/federal grant opportunities • Identify long-term lead O&M agency	• Finalize engineering design and O&M plan • Apply for major infrastructure funding and permits	TBD
	Implementation	• Conduct feasibility study for pump rehabilitation • Inspect existing pump infrastructure • Review hydrodynamic models; compare with/without pumping • Estimate operational costs and staff requirements	• Begin detailed engineering design and permitting for pump rehabilitation	TBD
	Maintenance & Monitoring	• Review current circulation baseline in canal • Develop O&M cost estimates • Track initial monitoring results for adaptive design	• Establish permanent O&M program tied to water quality monitoring	TBD
Canal Decommissioned & Converted	**Planning**	• Conduct alternatives analysis (canal decommission vs. storage tank vs. hybrid) • Evaluate habitat restoration opportunities • Identify parcels for potential conversion • Convene stakeholder workshops (residents, NGOs, regulators) • Coordinate with Coastal Commission, U.S. Army Corps of Engineers (USACE), RWQCB; establish interagency working group • Seek Prop 1 wetland restoration and other funding options	• Complete engineering design and CEQA documentation • Submit major permits and pursue construction funding	TBD
	Implementation	• Develop conceptual design for conversion of canal into wetlands and/or water storage • Review past and present baseline habitat and circulation data • Evaluate modeled circulation benefits under different configurations	• Potential advancement of full wetland/storage design and permitting	TBD
	Maintenance & Monitoring	• Begin pre-construction water quality and habitat monitoring • Develop adaptive wetland O&M guidelines	• Expand to long-term monitoring of habitat and circulation post-construction	TBD

PHASED APPROACH: WATERSHED STRUCTURAL

Receiving Water Strategy	Category	Phase 1	Phase 2	Phase 3
Passive Circulation Enhancements	**Planning**	• Review and evaluate circulation and DO baseline studies • Assess Harbor bottlenecks and stagnation zones • Prepare preliminary engineering concepts • Engage stakeholders and coordinate with USACE, RWQCB, Coastal Commission • Identify funding programs for coastal circulation improvements • Develop partnerships with marina owners	• Complete detailed design and environmental review efforts • Apply for permits and construction grants	TBD
	Implementation	• Identify feasible culvert sites for improved tidal exchange • Review hydrodynamic models of culvert scenarios • Develop cost estimates	• Advance culvert design and permitting for priority sites	TBD
	Maintenance & Monitoring	• Track past and present baseline DO/residence time levels • Develop culvert O&M and inspection guidelines • Establish cost estimates for cleaning and repairs	• Expand monitoring and incorporate into long-term O&M program	TBD
Passive Edison Canal Connection	**Planning**	• Review and evaluate circulation benefits of inlet alternatives • Identify potential jetty or riprap stabilization needs • Begin pre-application meetings with USACE, Coastal Commission, California Department of Fish & Wildlife (CDFW) • Develop funding strategy (state/federal grants) • Coordinate with Harbor District and local municipalities	• Complete environmental review and final design • Finalize and submit permit applications and funding requests	TBD
	Implementation	• Develop conceptual alternatives for second ocean inlet • Conduct baseline hydrodynamic and ecological surveys • Estimate construction costs and potential impacts	• Advance engineering design and permitting of preferred inlet alternative	TBD
	Maintenance & Monitoring	• Compile past/present baseline DO and residence time data • Develop inlet monitoring framework • Track modeling outputs to inform design • Draft adaptive management plan	• Establish monitoring protocol for long-term inlet performance	TBD



PHASED APPROACH: WATERSHED STRUCTURAL

Receiving Water Strategy	Category	Phase 1	Phase 2	Phase 3
Storage Tank Water Release	**Planning**	• Review and evaluate modeled circulation benefits from controlled releases • Identify seasonal operation schedules • Evaluate potential engineering constraints • Coordinate with Harbor District and Public Works Department • Identify long-term lead O&M agency • Apply for Prop 1 recycled water/flood management funds • Establish interagency MOU	• Complete engineering design and permit applications • Secure funding and finalize O&M responsibilities	TBD
	Implementation	• Pilot small-scale storage tank connected to Harbor system • Test controlled-release flows into Harbor/Canal • Conduct water quality monitoring during release events • Develop preliminary engineering designs	• Advance detailed design and permitting of larger release tank(s)	TBD
	Maintenance & Monitoring	• Conduct release event monitoring (DO, residence time) • Track operational costs • Develop draft adaptive release guidelines	• Establish ongoing monitoring protocol for expanded system	TBD
Canal Decommissioned & Storage Tank	**Planning**	• Assess siting constraints and infrastructure tie-ins • Estimate capital and O&M costs • Prepare concept-level engineering plans • Convene stakeholder workshops on hybrid approach • Coordinate with Coastal Commission, USACE, RWQCB • Apply for state/federal infrastructure and habitat grants • Identify long-term lead O&M agency	• Finalize preferred hybrid design for permitting • Submit permits and pursue hybrid system funding	TBD
	Implementation	• Develop conceptual design combining canal decommissioning with new storage tanks • Model circulation and storage benefits under different flow parameters • Collect baseline hydrodynamic and ecological data	• Advance hybrid wetland + storage tank design and environmental review	TBD
	Maintenance & Monitoring	• Pilot hybrid system monitoring (water quality, habitat performance) • Develop adaptive O&M guidelines • Track costs and compare to standalone wetland/tank options • Communicate findings with agencies	• Establish long-term monitoring plan for hybrid system performance	TBD

Project Type/Name				Costs			Implementation Considerations			Community Benefits					
	Average Residence Time (RT) (Days)	Additive Aggregate Percent Load Reduction (Upstream) or Percent RT Reduction (RW) (%)	Cost-Effectiveness ($/% Aggregate Load Reduction)	Capital Cost ($)	Annual O&M Cost ($)	30-yr Lifecycle Cost ($)	Parcel Ownership	Crosses Jurisdictional Boundaries?	Permitting Difficulty	Aesthetic Improvements	Trash Reduction	CB Proportion	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
Targeted Nutrient/Pesticide Source Control- Outreach and Training (NS)	N/A	77%	$ 34,665	$ 30,000	$ 87,500	$ 2,685,000	Mixed	No	Low	No	No	0.65	Yes	Yes	Yes
Targeted Nutrient/Pesticide Source Control- Illicit Discharge Detection and Elimination (NS)	N/A	27%	$ 60,073	$ 50,000	$ 50,000	$ 1,600,000	Mixed	No	Low	Partial	Partial	0.55	Yes	Yes	Yes
Targeted Nutrient/Pesticide Source Control- Agricultural Coordination (NS)	N/A	62%	$ 5,300	$ 15,000	$ 10,000	$ 330,000	Mixed	Partial	Low	No	No	0.65	Yes	Yes	Yes
Targeted Bacteria Source Control - Sewer System Maintenance (NS)	N/A	11%	$ 9,995,621	$ 262,500	$ 3,762,500	$ 113,400,000	Mixed	No	Low	No	No	0.5	Partial	Yes	Yes
Targeted Bacteria Source Control - Homeless Encampment Management (NS)	N/A	18%	$ 8,444,541	$ 250,000	$ 5,000,000	$ 150,500,000	Mixed	Partial	Low	Partial	Yes	0.55	Yes	Yes	Yes
Targeted Bacteria Source Control - Animal Waste Management (NS)	N/A	51%	$ 45,962	$ 50,000	$ 75,000	$ 2,350,000	Mixed	No	Low	No	No	0.65	Partial	Yes	Yes
Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning (CBC) Optimization (NS)	N/A	49%	$ 478,054	$ -	$ 787,500	$ 23,625,000	Mixed	No	Low	Partial	Yes	0.65	Partial	Yes	Yes
Non-Structural Operational Stormwater Programs - Stormwater System Maintenance (NS)	N/A	6%	$ 17,744,075	$ 262,500	$ 3,762,500	$ 113,400,000	Mixed	No	Low	No	No	0.55	Yes	Yes	Yes
Trash Reduction - Mechanical Filtration (NS)	N/A	11%	$ 1,122,898	$ 3,000,000	$ 200,000	$ 12,000,000	Mixed	No	Low	Partial	Yes	0.6	Partial	Yes	Yes
Trash Reduction - Source Reduction Strategies (NS)	N/A	6%	$ 645,649	$ 193,750	$ 125,000	$ 4,137,500	Mixed	No	Low	Partial	Yes	0.95	Yes	Yes	Yes
Wilson Park Filtration BMP (S)	N/A	10%	$ 3,575,943	$ 12,585,000	$ 300,000	$ 34,170,000	City	No	Medium	Partial	Partial	0.9	No	Yes	No
Driffill Elementary Basketball Courts Filtration BMP (S)	N/A	2%	$ 17,443,468	$ 12,015,000	$ 300,000	$ 33,030,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	No
Mariner's Place Green Streets Filtration BMP (S)	N/A	5%	$ 4,364,557	$ 6,675,000	$ 300,000	$ 22,350,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
Southwest Community Park Filtration BMP (S)	N/A	1%	$ 18,824,813	$ 3,545,000	$ 300,000	$ 16,090,000	City	No	Medium	Partial	Partial	0.6	No	Yes	No
Chesapeak Drive Filtration BMP (S)	N/A	0.3%	$ 98,185,854	$ 10,290,000	$ 300,000	$ 29,580,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	No
Seabridge Planter East Filtration BMP (S)	N/A	5%	$ 5,867,920	$ 11,440,000	$ 300,000	$ 31,880,000	City	No	Medium	Partial	Partial	0.2	No	Yes	No
Dunkirk Park Filtration BMP (S)	N/A	0.4%	$ 47,535,256	$ 4,845,000	$ 300,000	$ 18,690,000	City	No	Medium	Partial	Partial	0.4	No	Yes	No
Campus Park Filtration BMP (S)	N/A	15%	$ 3,546,360	$ 22,790,000	$ 300,000	$ 54,580,000	City	No	Medium	Partial	Partial	0.7	No	Yes	No
Oxnard Airport Central Filtration BMP (S)	N/A	1%	$ 20,386,318	$ 3,545,000	$ 300,000	$ 16,090,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard School District Administration Parking Lot Filtration BMP (S)	N/A	3%	$ 6,872,142	$ 6,675,000	$ 300,000	$ 22,350,000	School District	Yes	Medium	Partial	Partial	0.6	No	Yes	No
Marina West Park Filtration BMP (S)	N/A	5%	$ 4,518,103	$ 6,675,000	$ 300,000	$ 22,350,000	City	No	Medium	Partial	Partial	0.4	No	Yes	No
N Patterson Rd Green Streets Filtration BMP (S)	N/A	7%	$ 4,320,617	$ 10,290,000	$ 300,000	$ 29,580,000	Public	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Seabridge Planter West Filtration BMP (S)	N/A	1%	$ 34,028,582	$ 7,860,000	$ 300,000	$ 24,720,000	City	No	Medium	Partial	Partial	0.2	No	Yes	No
S Victoria Ave Green Streets Filtration BMP (S)	N/A	5%	$ 4,489,204	$ 6,675,000	$ 300,000	$ 22,350,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	No
Edison Doris East Filtration BMP (S)	N/A	6%	$ 8,055,754	$ 19,435,000	$ 300,000	$ 47,870,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard High Filtration BMP (S)	N/A	2%	$ 17,539,539	$ 12,585,000	$ 300,000	$ 34,170,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Kiddie Beach ROW Filtration BMP (S)	N/A	1%	$ 15,649,542	$ 4,210,000	$ 300,000	$ 17,420,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	No
Doris Drain Outfall Filtration BMP (S)	N/A	2%	$ 5,355,968	$ 4,340,000	$ 150,000	$ 13,180,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Edison Doris West Filtration BMP (S)	N/A	3%	$ 16,657,056	$ 20,555,000	$ 300,000	$ 50,110,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Kellner Doris Ag Field Filtration BMP (S)	N/A	2%	$ 10,245,911	$ 4,845,000	$ 300,000	$ 18,690,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Oxnard Airport Southwest Filtration BMP (S)	N/A	3%	$ 9,900,279	$ 10,190,000	$ 300,000	$ 29,380,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
Oxnard Airport Northwest Filtration BMP (S)	N/A	2%	$ 10,033,059	$ 4,210,000	$ 300,000	$ 17,420,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
Sea Air Park Filtration BMP (S)	N/A	3%	$ 6,886,328	$ 6,675,000	$ 300,000	$ 22,350,000	City	No	Medium	Partial	Partial	0.6	No	Yes	No
W 5th St Drain Outfall Filtration BMP (S)	N/A	1%	$ 10,999,731	$ 4,340,000	$ 150,000	$ 13,180,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
W Wooley Rd Drain Outfall Filtration BMP (S)	N/A	0.1%	$ 144,131,478	$ 4,340,000	$ 150,000	$ 13,180,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	No
Edison Hemlock Drain North Filtration BMP (S)	N/A	5%	$ 4,216,268	$ 6,675,000	$ 300,000	$ 22,350,000	Utility	Partial	Medium	Partial	Partial	0.1	No	Yes	No
Marathon Drain Outfall Filtration BMP (S)	N/A	1%	$ 12,009,503	$ 4,340,000	$ 150,000	$ 13,180,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Oliveira Development Filtration BMP (S)	N/A	2%	$ 11,661,243	$ 4,845,000	$ 300,000	$ 18,690,000	Private	Yes	Medium	Partial	Partial	0.4	No	Yes	No
Seabridge Elementary Filtration BMP (S)	N/A	1%	$ 56,337,358	$ 14,360,000	$ 300,000	$ 37,720,000	School District	Yes	Medium	Partial	Partial	0.3	No	Yes	No
Marathon W 5th St Ag Field Filtration BMP (S)	N/A	1%	$ 12,979,446	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
HHR W 5th St Ag Field Filtration BMP (S)	N/A	2%	$ 8,186,433	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Diacos Private Ag Field Drain Outfall Filtration BMP (S)	N/A	0.4%	$ 30,984,887	$ 3,900,000	$ 150,000	$ 12,300,000	Private	Yes	Medium	Partial	Partial	0.1	No	Yes	No
Mangeon W 5th St Ag Field Filtration BMP (S)	N/A	4%	$ 3,995,002	$ 3,545,000	$ 300,000	$ 16,090,000	Private	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Oxnard Airport East Filtration BMP (S)	N/A	25%	$ 2,327,652	$ 24,460,000	$ 300,000	$ 57,920,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	No
County Parcel S Ventura Filtration BMP (S)	N/A	12%	$ 4,745,938	$ 24,460,000	$ 300,000	$ 57,920,000	County	Partial	Medium	Partial	Partial	0.4	No	Yes	No

Project Type/Name				Costs			Implementation Considerations			Community Benefits					
	Average Residence Time (RT) (Days)	Additive Aggregate Percent Load Reduction (Upstream) or Percent RT Reduction (RW) (%)	Cost-Effectiveness ($/% Aggregate Load Reduction)	Capital Cost ($)	Annual O&M Cost ($)	30-yr Lifecycle Cost ($)	Parcel Ownership	Crosses Jurisdictional Boundaries?	Permitting Difficulty	Aesthetic Improvements	Trash Reduction	CB Proportion	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
Borchard Doris Drain Ag Field Filtration BMP (S)	N/A	3%	$ 8,009,935	$ 6,075,000	$ 300,000	$ 21,150,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	No
Driffill Elementary Baseball Field Filtration BMP (S)	N/A	1%	$ 18,994,195	$ 9,610,000	$ 300,000	$ 28,220,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	No
Faith Community Church Filtration BMP (S)	N/A	3%	$ 8,652,355	$ 6,675,000	$ 300,000	$ 22,350,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
Plaza Park Filtration BMP (S)	N/A	2%	$ 7,208,195	$ 4,210,000	$ 300,000	$ 17,420,000	City	No	Medium	Partial	Partial	0.8	No	Yes	No
Oliveira Plaza Parking Lot Filtration BMP (S)	N/A	21%	$ 2,964,011	$ 26,130,000	$ 300,000	$ 61,260,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	No
Teal Club Filtration BMP (S)	N/A	1%	$ 41,999,189	$ 11,400,000	$ 300,000	$ 31,800,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	No
Wilson Park Infiltration BMP (S)	N/A	13%	$ 3,528,380	$ 19,445,000	$ 200,000	$ 44,890,000	City	No	Medium	Partial	Partial	0.9	No	Yes	Yes
Driffill Elementary Basketball Courts Infiltration BMP (S)	N/A	4%	$ 10,919,669	$ 19,445,000	$ 200,000	$ 44,890,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	Yes
Mariner's Place Green Streets Infiltration BMP (S)	N/A	6%	$ 4,235,187	$ 10,295,000	$ 200,000	$ 26,590,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Southwest Community Park Infiltration BMP (S)	N/A	1%	$ 15,014,843	$ 6,815,000	$ 200,000	$ 19,630,000	City	No	Medium	Partial	Partial	0.6	No	Yes	Yes
Chesapeak Drive Infiltration BMP (S)	N/A	0.4%	$ 68,027,239	$ 12,010,000	$ 200,000	$ 30,020,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	Yes
Seabridge Planter East Infiltration BMP (S)	N/A	9%	$ 4,658,362	$ 18,325,000	$ 200,000	$ 42,650,000	City	No	Medium	Partial	Partial	0.2	No	Yes	Yes
Dunkirk Park Infiltration BMP (S)	N/A	1%	$ 38,151,142	$ 9,720,000	$ 200,000	$ 25,440,000	City	No	Medium	Partial	Partial	0.4	No	Yes	Yes
Campus Park Infiltration BMP (S)	N/A	19%	$ 2,882,848	$ 25,020,000	$ 200,000	$ 56,040,000	City	No	Medium	Partial	Partial	0.7	No	Yes	Yes
Oxnard Airport Central Infiltration BMP (S)	N/A	1%	$ 16,079,243	$ 6,815,000	$ 200,000	$ 19,630,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oxnard School District Administration Parking Lot Infiltration BMP (S)	N/A	4%	$ 5,768,072	$ 9,720,000	$ 200,000	$ 25,440,000	School District	Yes	Medium	Partial	Partial	0.6	No	Yes	Yes
Marina West Park Infiltration BMP (S)	N/A	6%	$ 4,325,362	$ 10,295,000	$ 200,000	$ 26,590,000	City	No	Medium	Partial	Partial	0.4	No	Yes	Yes
N Patterson Rd Green Streets Infiltration BMP (S)	N/A	9%	$ 4,284,384	$ 16,075,000	$ 200,000	$ 38,150,000	Public	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Seabridge Planter West Infiltration BMP (S)	N/A	1%	$ 21,083,014	$ 10,865,000	$ 200,000	$ 27,730,000	City	No	Medium	Partial	Partial	0.2	No	Yes	Yes
S Victoria Ave Green Streets Infiltration BMP (S)	N/A	5%	$ 4,267,483	$ 8,565,000	$ 200,000	$ 23,130,000	Public	Yes	Medium	Partial	Partial	0.3	No	Yes	Yes
Edison Doris East Infiltration BMP (S)	N/A	11%	$ 5,234,972	$ 25,020,000	$ 200,000	$ 56,040,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oxnard High Infiltration BMP (S)	N/A	4%	$ 14,717,072	$ 25,085,000	$ 200,000	$ 56,170,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Kiddie Beach ROW Infiltration BMP (S)	N/A	1%	$ 14,622,822	$ 3,800,000	$ 200,000	$ 13,600,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	Yes
Doris Drain Outfall Infiltration BMP (S)	N/A	1%	$ 12,081,897	$ 3,295,000	$ 100,000	$ 9,590,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Edison Doris West Infiltration BMP (S)	N/A	6%	$ 9,857,782	$ 25,020,000	$ 200,000	$ 56,040,000	Utility	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Kellner Doris Ag Field Infiltration BMP (S)	N/A	3%	$ 9,293,050	$ 9,720,000	$ 200,000	$ 25,440,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oxnard Airport Southwest Infiltration BMP (S)	N/A	8%	$ 5,379,217	$ 18,885,000	$ 200,000	$ 43,770,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Oxnard Airport Northwest Infiltration BMP (S)	N/A	3%	$ 10,185,771	$ 10,295,000	$ 200,000	$ 26,590,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Sea Air Park Infiltration BMP (S)	N/A	4%	$ 5,779,403	$ 9,720,000	$ 200,000	$ 25,440,000	City	No	Medium	Partial	Partial	0.6	No	Yes	Yes
W 5th St Drain Outfall Infiltration BMP (S)	N/A	1%	$ 10,720,267	$ 3,295,000	$ 100,000	$ 9,590,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
W Wooley Rd Drain Outfall Infiltration BMP (S)	N/A	0.1%	$ 72,108,455	$ 3,295,000	$ 100,000	$ 9,590,000	Private	Yes	Medium	Partial	Partial	0.2	No	Yes	Yes
Edison Hemlock Drain North Infiltration BMP (S)	N/A	6%	$ 3,917,269	$ 8,565,000	$ 200,000	$ 23,130,000	Utility	Partial	Medium	Partial	Partial	0.1	No	Yes	Yes
Marathon Drain Outfall Infiltration BMP (S)	N/A	1%	$ 10,980,906	$ 3,295,000	$ 100,000	$ 9,590,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Oliveira Development Infiltration BMP (S)	N/A	2%	$ 8,919,264	$ 6,815,000	$ 200,000	$ 19,630,000	Private	Yes	Medium	Partial	Partial	0.4	No	Yes	Yes
Seabridge Elementary Infiltration BMP (S)	N/A	1%	$ 36,815,130	$ 22,300,000	$ 200,000	$ 50,600,000	School District	Yes	Medium	Partial	Partial	0.3	No	Yes	Yes
Marathon W 5th St Ag Field Infiltration BMP (S)	N/A	2%	$ 7,775,594	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	Yes
HHR W 5th St Ag Field Infiltration BMP (S)	N/A	2%	$ 8,298,248	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Diacos Private Ag Field Drain Outfall Infiltration BMP (S)	N/A	0.5%	$ 18,345,617	$ 2,850,000	$ 100,000	$ 8,700,000	Private	Yes	Medium	Partial	Partial	0.1	No	Yes	Yes
Mangeon W 5th St Ag Field Infiltration BMP (S)	N/A	2%	$ 8,013,679	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Oxnard Airport East Infiltration BMP (S)	N/A	24%	$ 2,290,818	$ 25,020,000	$ 200,000	$ 56,040,000	County	Partial	Medium	Partial	Partial	0.5	Yes	Yes	Yes
County Parcel S Ventura Infiltration BMP (S)	N/A	17%	$ 3,267,732	$ 25,020,000	$ 200,000	$ 56,040,000	County	Partial	Medium	Partial	Partial	0.4	No	Yes	Yes
Borchard Doris Drain Ag Field Infiltration BMP (S)	N/A	2%	$ 7,115,944	$ 5,025,000	$ 200,000	$ 16,050,000	Private	Yes	Medium	Partial	Partial	0.4	Yes	Yes	Yes
Driffill Elementary Baseball Field Infiltration BMP (S)	N/A	2%	$ 17,282,173	$ 15,510,000	$ 200,000	$ 37,020,000	School District	Yes	Medium	Partial	Partial	0.7	No	Yes	Yes
Faith Community Church Infiltration BMP (S)	N/A	4%	$ 7,216,623	$ 11,440,000	$ 200,000	$ 28,880,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Plaza Park Infiltration BMP (S)	N/A	3%	$ 6,145,911	$ 7,400,000	$ 200,000	$ 20,800,000	City	No	Medium	Partial	Partial	0.8	No	Yes	Yes
Oliveira Plaza Parking Lot Infiltration BMP (S)	N/A	27%	$ 2,065,112	$ 25,020,000	$ 200,000	$ 56,040,000	Private	Yes	Medium	Partial	Partial	0.5	No	Yes	Yes
Teal Club Infiltration BMP (S)	N/A	2%	$ 16,761,791	$ 17,170,000	$ 200,000	$ 40,340,000	School District	Yes	Medium	Partial	Partial	0.5	Yes	Yes	Yes
Doris Drain Outfall Agricultural Runoff Treatment System (S)	N/A	0.4%	$ 867,206	$ 40,000	$ 8,000	$ 320,000	County	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
W 5th St Drain Outfall Agricultural Runoff Treatment System (S)	N/A	0.3%	$ 979,415	$ 40,000	$ 8,000	$ 320,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Marathon Drain Outfall Agricultural Runoff Treatment System (S)	N/A	0.2%	$ 2,062,473	$ 40,000	$ 8,000	$ 320,000	Private	Partial	Medium	Partial	Partial	0.4	Yes	Yes	No
Diacos Private Ag Field Drain Outfall Agricultural Runoff Treatment System (S)	N/A	0.01%	$ 46,933,450	$ 40,000	$ 8,000	$ 320,000	Private	Yes	Medium	Partial	Partial	0.1	No	Yes	No

Project Type/Name				Costs			Implementation Considerations			Community Benefits					
	Average Residence Time (RT) (Days)	Additive Aggregate Percent Load Reduction (Upstream) or Percent RT Reduction (RW) (%)	Cost-Effectiveness ($/% Aggregate Load Reduction)	Capital Cost ($)	Annual O&M Cost ($)	30-yr Lifecycle Cost ($)	Parcel Ownership	Crosses Jurisdictional Boundaries?	Permitting Difficulty	Aesthetic Improvements	Trash Reduction	CB Proportion	DAC Benefits	Contributes to Maintenance of Rec-2 Std	Contributes to WQ Commensurate with Rec-1 Std
Edison Canal Pump Resumption- 67 MGD (RW)	12	46%	$ 2,328,924	$ 36,900,000	$ 1,144,066	$ 108,121,980	Mixed	Yes	High	Partial	No	0.3	No	Yes	Yes
Decommission Canal/Convert to Engineered Wetlands & Potential Water Storage (RW)	13	40%	$ 8,209,095	$ 103,000,000	$ 4,049,244	$ 327,477,320	Mixed	Yes	High	Partial	No	0.45	Partial	Yes	Yes
Passive Circulation Enhancements (RW)	12	45%	$ 1,127,925	$ 25,100,000	$ 6,608	$ 50,398,240	Mixed	Partial	High	Partial	No	0.4	No	Yes	Yes
Open Passive Edison Canal Connection to Ocean (RW)	6	73%	$ 2,571,000	$ 82,030,000	$ 789,514	$ 187,745,420	Mixed	Yes	High	Yes	No	0.45	Partial	Yes	Yes
Storage Tank Water Release between Canal/Harbor (RW)	12	45%	$ 677,170	$ 9,200,000	$ 410,131	$ 30,703,930	Mixed	Yes	High	Partial	No	0.3	No	Yes	Yes
Decommission Canal/Storage Tank (RW)	13	39%	$ 9,164,061	$ 112,200,000	$ 4,459,376	$ 358,181,280	Mixed	Yes	High	Partial	No	5.5	Partial	Yes	Yes
Edison Canal Pump Resumption- 4.3 MGD (RW)	19	14%	$ 6,278,393	$ 29,520,000	$ 915,253	$ 86,497,590	Mixed	Yes	High	No	No	0.3	No	No	No

Channel Islands Harbor Weighted Prioritization Project Matrix Guide

The Weighted Prioritization Project Matrix integrates both qualitative and quantitative data to evaluate the characteristics and performance of all potential Watershed (WS) and Receiving Water (RW) mitigation strategies designed to enhance water quality and circulation within the Channel Islands Harbor (Harbor). While a broad range of parameters were reviewed during evaluation, only a focused set of key criteria are applied for scoring and ranking. These Project Evaluation Categories include water quality benefits and circulation improvements, costs/cost-effectiveness, anticipated project scheduling, and implementation considerations, each having a set of underlying criteria. Community benefits have been evaluated and presented as an additional Project Evaluation Category. These are recorded for potential use in filtering, future prioritization, and/or funding decisions but are currently not factored into the scoring or ranking processes.

This scoring framework serves as a decision-making tool for the strategic selection and grouping of mitigation strategies. The ultimate intent is to combine strategies that collectively present the most anticipated effectiveness in achieving priority objectives. Mitigation strategies were assigned point values based on the following five categories and their underlying criteria:

1. **Water Quality Benefits (WS)/ Water Quality Circulation Improvements (RW)**
    - Additive % Load Reduction/ Percent RT Reduction (%)
2. **Cost**
    - Cost-Effectiveness
    - Capital Cost
    - O&M Cost
    - Lifecycle Cost
3. **Timeline**
    - Planning/Permitting Timeline
    - Post-Planning Implementation Timeline
4. **Implementation Considerations**
    - Parcel Ownership
    - Crosses Jurisdictional Boundaries
    - Permitting Difficulty
5. **Community Benefits**
    - Trash Reduction
    - Community Benefits Proportions
    - DAC Benefits
    - Contributes to Maintenance of REC-2 Std
    - Contributes to WQ Commensurate with REC-1 Std
    - Aesthetic Improvements

All categories apart from Timeline were previously developed as part of the Project Scoring Matrix effort within development of the Mitigation Strategies Analysis Report. For scoring projects, the Project Evaluation Categories were normalized in point intervals of five, ranging from 0 to 25

potential points for each category. Project Evaluation Categories and associated scoring criteria are described and presented in the sections and tables below.

Water Quality Benefits

Additive Aggregate Pollutant Load Reduction or **Percent RT Reduction (%):** Calculated metric synthesizing the **cumulative modeled pollutant-specific load reductions** for WS strategies and the **reduction in Harbor residence time** (RT) for RW strategies. For WS strategies, this metric assumes mitigation strategies that cumulatively reduce pollutant loading across multiple pollutant types provide a greater overall water quality benefit than strategies with less overall pollutant load reduction benefit. Recent research indicates addressing multiple pollutants through integrated strategies assists in achieving holistic water quality improvements, especially in complex and urbanized watersheds (Strokal et al 2018). Note – this metric is dependent on strategy type. For WS strategies, this metric depicts the total percent reduction in pollutant loads for all modeled pollutants (i.e. bifenthrin, permethrin, nitrogen, phosphorus, copper, bacteria, dissolved oxygen). For RW strategies, this metric depicts the percent reduction in average water parcel residence time throughout the nine Harbor zones.

Points	Percent RT Reduction (RW) (%)	Additive % Load Reduction (WS)
0	0%	0%
5	10%	1%
10	25%	5%
15	40%	10%
20	50%	30%
25	75%	77.5%

Table 1: All Water Quality and Water Circulation criteria normalized ranges.

Costs

Cost criteria include capital, annual O&M, and 30-year lifecycle cost parameters, as well as a calculated cost-effectiveness metric.

Cost-Effectiveness: Calculated metric that **combines Additive Aggregate Percent Load Reduction or Percent RT Reduction** with estimated **30-yr Lifecycle Cost** (see below) to obtain a cost-per-unit load/RT reduction cost-effectiveness measure.

Capital Cost: The total estimated upfront investment required to plan, design, permit, and construct a project or implement a mitigation strategy. It includes all expenditures necessary to bring a project from concept to operational readiness, excluding ongoing operational or maintenance-related expenses. For the purposes of this report, additional description of strategy type-specific capital costs is as follows:

- Watershed Nonstructural strategy capital costs utilized a combination of best available data and professional judgment based on project implementation efforts conducted by similar Phase I Municipal Separate Storm Sewer System (MS4) programs in Southern California and city-specific feedback from City of Oxnard staff. Most outreach and training costs assume mitigation strategy implementation integration with existing ongoing related programs.
- Watershed Structural strategy capital costs utilized engineer best-estimate construction cost estimates based on regression and other analysis of line-item project construction cost estimates derived from projects in the Los Angeles basin 2022-2024.
- Receiving Water strategy capital costs utilized engineer best-estimate construction cost estimates based on general requirements, site preparation, and new construction costs.

Annual O&M Cost: Estimated recurring expenses required to operate, monitor, and maintain a project or mitigation strategy over its useful life. For the purposes of this report, calculation of **Annual O&M Cost** utilized similar additional description information as **Capital Cost** (see above).

30-yr Lifecycle Cost: Calculated metric consisting of: **Capital Cost** + (30 * **Annual O&M Cost**) + Replacement Cost (assumed to be equal to **Capital Cost**).

Project **Capital** and **O&M Costs** are estimates and subject to change. Additional study is needed to refine receiving water strategy permitting costs following conceptual design development, consultation with regulatory permitting agencies, and coordination with other interested parties.

Points	Cost-Effectiveness	Capital Cost	O&M Cost	Lifecycle Cost
0	> $18,594,799	> $22,554,800	> $1,000,000	> $56,040,000
5	$18,594,799	$22,554,800	$1,000,000	$56,040,000
10	$10,241,099	$10,295,000	$600,000	$29,984,800
15	$6,959,805	$6,675,000	$300,000	$22,350,000
20	$3,973,237	$3,728,600	$200,000	$16,050,000
25	$5,300	$15,000	$100,000	$320,000

Table 2: All Cost criteria normalized ranges.

Timeline

Nonstructural Watershed Strategies (NS):

Nonstructural Watershed strategies are typically associated with approximate planning/permitting timelines of 1 – 2 years due to their need for coordination across multiple agencies, funding approvals, permit acquisition, and stakeholder engagement and program design. These efforts often involve developing effective behavior-change messaging, establishing relevant performance metrics, and ensuring compliance with stormwater management regulations or MS4 permit requirements. The implementation phase can generally be completed in about 0.5 – 1 year and focuses on outreach delivery, staff training, and equipment deployment. This shorter timeline reflects the relatively low level of physical construction and the scalable nature of Nonstructural BMPs compared to Structural infrastructure projects.

Structural Watershed Strategies (S):

Structural Watershed strategies typically require about 3 years for planning and permitting efforts due to the complexity of site selection, detailed engineering design, hydraulic and hydrologic modeling, and regulatory review processes. These projects often involve land acquisition, utility coordination, and environmental impact assessments, all of which lengthen the pre-construction timeline. Once approved, implementation generally takes about 1 year, as construction, inspection, and system commissioning are relatively straightforward compared to the design phase. However, these timelines can vary substantially based on factors such as project scale, permitting jurisdiction, site constraints, and funding availability, which have the potential to accelerate or delay both planning and implementation.

Receiving Water Strategies (RW):

Receiving Water strategies are the most complex projects in terms of planning, permitting, and implementation, with this fact reflected by their associated schedules. Like Watershed Structural strategies, these projects often involve highly complex permitting requirements and processes, engineering design, hydraulic and hydrologic modeling, and regulatory review processes as well as land acquisition, utility coordination, and environmental impact assessment efforts. Implementation of Receiving Water strategies generally lasts 3 years or more due to project scale and other factors; construction of these projects is highly intensive relative to other strategy types.

Points	Planning/Permitting Timeline (Years)	Post-Planning Implementation Timeline (Years)
0	-	-
5	10	5
10	8	4
15	6	3
20	4	2
25	2	1

Table 3: All Timeline criteria normalized ranges.

Implementation Considerations

Parcel Ownership: Qualitative parcel ownership attribute related to mitigation strategy implementation. Information derived from County of Ventura GIS information.

Crosses Jurisdictional Boundaries?: Calculated assessment metric related to expected ease of mitigation strategy implementation based on project location and underlying parcel ownership. Evaluated according to the following criteria:

- Project implementation on parcels on parcels with private, multiple other public agencies, or mixed parcel ownership that would expect to require multi-jurisdictional agreements, right-of-entry-permits, and/or other agreements prior to implementation scores 1 point.
- Project implementation requires multi-jurisdictional agreement with at least one other public or private agency scores 0.5 points.
- Project implementation exclusively on City-owned parcels scores 0 points.

Note that certain Watershed Nonstructural mitigation strategies were assumed to be implemented within City jurisdiction only. This reduces the complexity of implementation and allows for explicit implementation control within City jurisdiction.

Permitting Difficulty: Qualitative assessment of anticipated environmental and other permitting requirements necessary to facilitate mitigation strategy implementation. This categorical assessment metric utilized best professional judgement to review anticipated agency coordination and permit complexity.

- **Low**: Anticipated requirements include local agency coordination and/or low effort submittals.
- **Medium**: Anticipated requirements include local/state agency coordination and/or medium effort submittals.
- **High**: Anticipated requirements include local/state/federal agency coordination and/or high effort submittals and/or monitoring/special studies.

Points	Parcel Ownership	Crosses Jurisdictional Boundaries	Permitting Difficulty
0	-	Yes	High
5	-	-	-
10	Mixed	-	-
15	Private	-	Medium
20	Municipal/Public/County	-	-
25	City	No	Low

Table 4: All Implementation Consideration criteria normalized ranges.

Community Benefits

Trash Reduction: Qualitative categorical (Yes/No) assessment of mitigation strategies for potential trash reduction benefits based on comparable municipal program reviews and best professional judgement.

CB Proportion: Assessment metric to synthesize the applicability of ten individual potential community benefits. Individual community benefits are evaluated according to the following criteria:

- Applicable scores 1 point.
- Partially/Potentially Applicable scores 0.5 points.
- Not Applicable scores 0 points.

CB Proportion is the sum of individual community benefit scores / 10.

DAC Benefits: Categorical assessment based on mitigation strategy potential to benefit one or more disadvantaged communities. Evaluated according to the following criteria:

- Mitigation strategy occurs within a disadvantaged community (Yes/1).
- Mitigation strategy occurs adjacent to or partially within a disadvantaged community (Partial/0.5).
- Mitigation strategy occurs outside of a disadvantaged community (No/0).

Contributes to WQ Commensurate with REC-1 Standards: Qualitative categorical (Yes/No) assessment of mitigation strategy for having impacts commensurate with meeting REC-1 beneficial use standards.

Contributes to Maintenance of REC-2 Standards: Qualitative categorical (Yes/No) assessment of mitigation strategy for having impacts commensurate with meeting REC-2 beneficial use standards.

Aesthetic Improvements: Aggregate attribute intended to estimate aesthetic improvements in water quality. For Watershed strategies, trash reduction was used as the primary determinant of anticipated aesthetic benefits. For Receiving Water strategies, average water parcel residence time was used as the primary factor in estimating aesthetic improvements. A literature review was performed to assess potential waterbody residence time thresholds used to determine potential benefits to water quality aesthetics including presence of trash, water clarity, and water quality relative to waterbody beneficial use(s). Generally, a harbor with an average residence time not exceeding 1-2 weeks is considered well-mixed (Uncles et. al 2002). Enclosed harbor or bay residence times that exceed approximately 1-2 weeks generally correspond with increased turbidity and potential water quality issues (Marsooli et. al 2018). Accordingly, for the purposes of this study the following criteria were applied:

- Strategies that reduce average water parcel residence time to less than one week (Yes/1).
- Strategies that reduce average water parcel residence time to between one and two weeks (Partial/0.5).
- Strategies that reduce average water parcel residence time to greater than two weeks or do not reduce average water parcel residence time (No/0).

Points	Trash Reduction	Community Benefits Proportion	DAC Benefits	REC-1	REC-2	Aesthetic Improvements
0	No	0	No	No	No	No
5	-	0.2	-	-	-	-
10	-	0.3	-	-	-	-
15	Partial	0.5	Partial	-	-	Partial
20	-	1.5	-	-	-	-
25	Yes	5.5	Yes	Yes	Yes	Yes

Table 5: All Community Benefits criteria normalized ranges.

Watershed (WS) and Receiving Water (RW) Strategies:

The criteria within each Project Evaluation Category are weighted by a percentage in accordance with predetermined project goals and objectives to emphasize desired outcomes. The Criterion/Category Weights contribute to the factored scores shown in the light green and light blue columns of each strategy (Table 6). The raw scores are the total points gained from the criteria without weight values applied. Total Criterion/Category Score is the final weighted score for the strategy with all categories and criterion considered. In the weighting scenario depicted below, Community Benefits are not weighted and are rather included as supplemental factors which do not contribute to overall score and can be used to filter strategies. Category Weights are designed to allow for manipulation in accordance with existing priorities/preferences.

PROJECT PRIORITZATION GROUP MATRIX						
			Targeted Nutrient/Pesticide Source Control- Outreach and Training (NS)			
EVALUATION *CATEGORY* / CRITERION	CRITERION WEIGHT	CATEGORY WEIGHT	CRITERION RAW SCORE	CRITERION FACTORED SCORE	CATEGORY RAW SCORE	CATEGORY FACTORED SCORE
Water Quality Benefits		65%			25.00	16.25
Additive % Load Reduction	100%		25	25.00		
Criterion / Category Score				**25.00**		**16.25**
Cost		20%			20.50	4.10
Capital Cost	10%		20	2.00		
Annual O&M Cost	10%		25	2.50		
30-yr Lifecycle Cost	30%		20	6.00		
Cost-Effectiveness	50%		20	10.00		
Criterion / Category Score				**20.50**		**4.10**
Timeline		10%			25.00	2.50
Planning/Permitting	50%		25	12.50		
Post-Planning Implementation	50%		25	12.50		
Criterion / Category Score				**25.00**		**2.50**
Implementation Considerations		5%			21.25	1.06
Parcel Ownership	25%		10	2.50		
Crosses Jurisdictional Boundaries?	25%		25	6.25		
Permitting Difficulty	50%		25	12.50		
Criterion / Category Score				**21.25**		**1.06**
Community Benefits		0%			15.25	0.00
Trash Reduction	10%		0	0.00		
Community Benefits Proportion	10%		15	1.50		
DAC Benefits	15%		25	3.75		
Contributes to Maintenance of REC-2 Std	20%		25	5.00		
Contributes to WQ Commensurate with REC-1 Std	20%		25	5.00		
Aesthetic Improvements	25%		0	0.00		
Criterion / Category Score				**15.25**		**0.00**
TOTAL Criterion / Category Score				**107.00**		**23.91**

Table 6: Primary Scoring System for Project Evaluation Categories and Criteria.

Both the Watershed Strategies and Receiving Water Strategies sheets contain a standalone table which depicts all of the specified Category/Criteria Weights that are used in respective scoring. These cells effectively act as dials which can be turned by changing the weight values in accordance with different priorities.

Category / Criteria	Weight
Water Quality Benefits	**65%**
Additive % Load Reduction	100%
Cost	**20%**
Capital Cost	10%
Annual O&M Cost	10%
30-yr Lifecycle Cost	30%
Cost-Effectiveness	50%
Timeline	**10%**
Planning/Permitting	50%
Post-Planning Implementation	50%
Implementation Considerations	**5%**
Parcel Ownership	25%
Crosses Jurisdictional Boundaries?	25%
Permitting Difficulty	50%
Community Benefits	**0%**
Trash Reduction	10%
Community Benefits Proportion	10%
DAC Benefits	15%
Contributes to Maintenance of REC-2 Std	20%
Contributes to WQ Commensurate with REC-1 Std	20%
Aesthetic Improvements	25%

Table 7: Category and Criteria Weights.

The outcomes of the scoring process are the ranked strategies that are presented in the WS Strategy Rankings and RW Strategy Rankings sheets described below. These rankings are ultimately used to sort projects into groups, or 'Category Weight Options'.

Watershed (WS) and Receiving Water (RW) Strategy Rankings:

Using the factored scores from WS Strategies and RW Strategies sheets, projects are ultimately ranked here, where the raw and factored scores for all criteria and categories are presented for each potential mitigation strategy. This sheet can be filtered/sorted to rank the projects based on their scores for any criterion or category in accordance with different sets of preferences or priorities.

Scoring:

This sheet presents the raw scores acquired by each mitigation strategy for the individual criterion within each Project Evaluation Category, based on the Project Scoring Matrix data. Raw scores feed into the main scoring spreadsheets (WS Strategies and RW Strategies) where they are factored by Criterion and Category Weights to generate final factored scores that are used in the ranking process.

Category Weight Options:

Three preliminary Category Weight Options have been developed to reflect different potential approaches to achieving Study goals, each of which having a unique weighting scenario for Project Evaluation Categories. A brief description of these is as follows:

1. **Category Weight Option A** is curated toward **maximizing water circulation** through implementation of Receiving Water strategies. Category Weights are intended to reflect this priority, with Water Circulation Improvements/Water Quality Benefits (pertaining to Receiving Water/Watershed strategies, respectively) accounting for most of the overall scores.
    1. Water Circulation/Water Quality: **65%**
    2. Cost: **20%**
    3. Implementation Considerations: **10%**
    4. Timeline: **5%**
    5. Community Benefits: **0%**
2. **Category Weight Option B** is focused on **minimizing costs**. This weighting scenario was selected to explore a pathway in which feasible and expeditious strategy implementation is being prioritized above other considerations.
    1. Cost: **65%**
    2. Water Quality: **20%**
    3. Implementation Considerations: **10%**
    4. Timeline: **5%**
    5. Community Benefits: **0%**
3. **Category Weight Option C** is based on a more balanced approach: while Water Quality and Cost still account for a substantial proportion of overall Category Weights, this proportion has been reduced to allow added consideration for strategy Timelines and Implementation Considerations. Thus, while Water Quality- and Cost-related factors remain significant, this

Option is intended to present a potential pathway in which the weighting is balanced more evenly across Project Evaluation Categories.

1. Cost: **30%**
2. Water Quality: **30%**
3. Implementation Considerations: **20%**
4. Timeline: **20%**
5. Community Benefits: **0%**

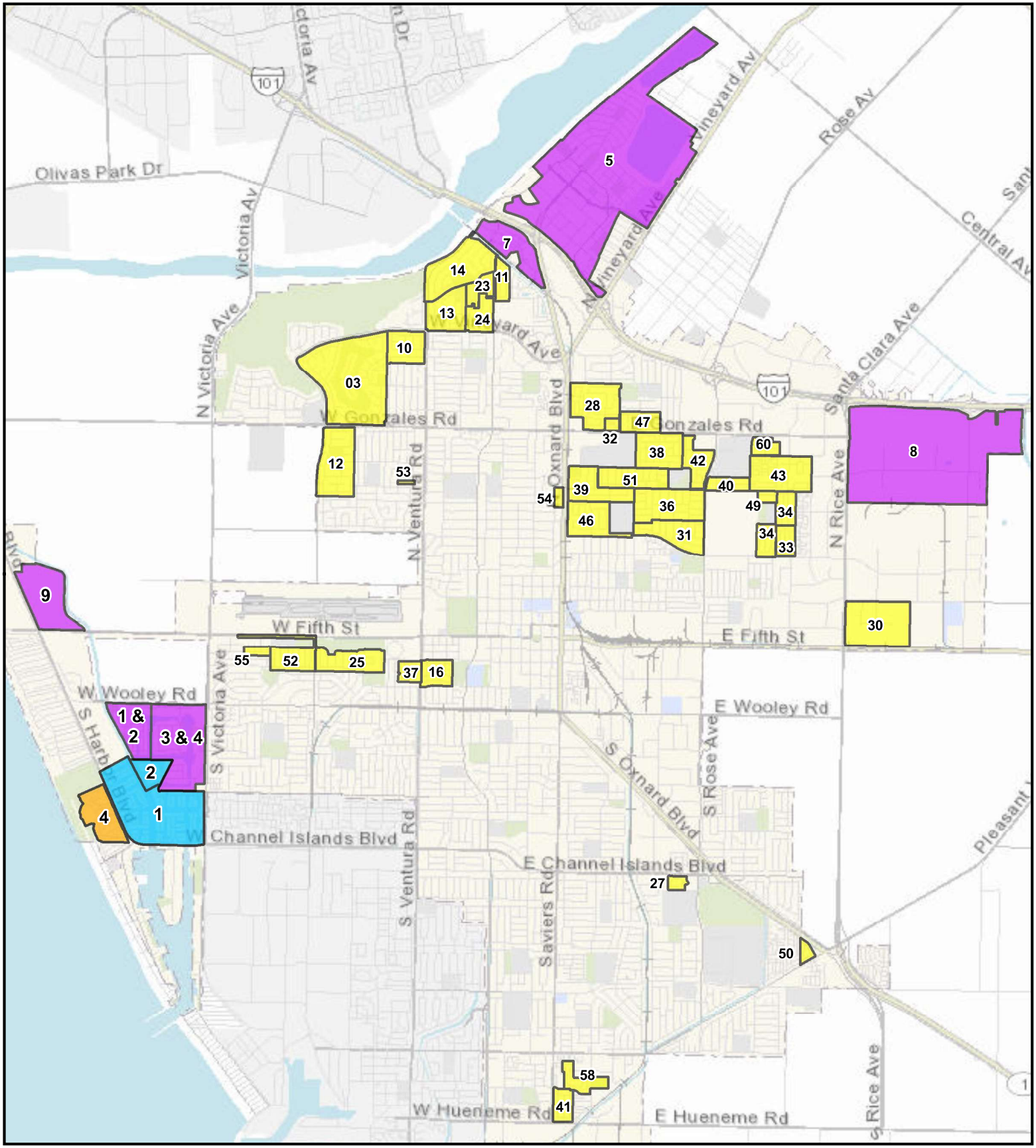
The top ranked projects with the above weighted categories are listed in the Category Weight Options sheet with the total factored scores of each Project Evaluation Category.

Development of the preliminary Category Weight Options demonstrates that mitigation strategies may rise to the top despite alterations to the Project Evaluation Category weight values. This is primarily attributable to the characteristics of these strategies aligning with several different priorities, as is reflected by the different Category Weighting Options. The Category Weight Options that are presented here are preliminary and intended to reflect potentially relevant scenarios. This process is designed to be repeatable as priorities and/or conditions change.

Meeting Date	Meeting Groups	Notes
6/13/2024	SD/CITY/MAC	Bert Perello (City Council) was on mtg
7/8/2024	SD/CRAFTWATER	
8/29/2024	SD/CITY/CRAFTWATER	
9/23/2024	SD/CRAFTWATER	
9/26/2024	SD/CRAFTWATER	
10/8/2024	SD/CRAFTWATER	
10/29/2024	SD/CITY/CRAFTWATER/MAC	
11/8/2024	SD/CRAFTWATER	
12/9/2024	SD/CRAFTWATER/FARMBUREAU	Jodi/Farm, Maureen/Farm
12/12/2024	SD/CRAFTWATER	
1/21/2025	SD/CITY/CRAFTWATER/OWNER_MANDAL	Will Gustafson, Grant Gustafson
1/29/2025	SD/CRAFTWATER	
1/30/2025	SD/CITY/CRAFTWATER/FARMBUREAU/M	
2/24/2025	SD/CRAFTWATER	
3/12/2025	SD/CRAFTWATER	
3/13/2025	SD/CRAFTWATER/OWNER_MANDALAY	Will Gus,Grant Mandalay
3/18/2025	SD/CRAFTWATER/VENTURA CNTY	David Laak, Hayley Luna
3/26/2025	SD/CRAFTWATER/MAC	
4/11/2025	SD/CRAFTWATER/FARMBUREAU	Jodi/Farm, Maureen/Farm
4/17/2025	SD/CRAFTWATER	
4/24/2025	SD/CITY/CRAFTWATER	Esmeralda Garcia, Katie Casey
4/29/2025	SD/CITY/CRAFTWATER	Terrel Harrison, Sandra Diaz
5/1/2025	SD/CITY/CRAFTWATER	Andrew Dickson
5/7/2025	SD/CRAFTWATER	
5/14/2025	SD/CITY/MAC	
5/21/2025	SD/CITY/CRAFTWATER	Timothy Beaman
6/11/2025	SD/CRAFTWATER	
6/18/2025	SD/CRAFTWATER	
7/1/2025	SD/CITY/CRAFTWATER/FARMBUREAU/M	
7/7/2025	SD/CRAFTWATER	
7/9/2025	SD/CRAFTWATER	
7/25/2025	SD/CRAFTWATER	
7/29/2025	SD/CITY/CRAFTWATER/MAC/CALIF	Erik Burres (State of California)
7/31/2025	SD/CITY/CRAFTWATER	
8/11/2025	SD/CITY/CRAFTWATER	
8/13/2025	SD/CRAFTWATER/MAC	Alan (MAC)
8/14/2025	SD/CITY/MAC	Bert Perello (City Council)
8/20/2025	SD/CRAFTWATER	
8/27/2025	SD/CRAFTWATER	
9/3/2025	SD/CITY/CRAFTWATER	
9/11/2025	SD/CRAFTWATER	
9/17/2025	SD/CRAFTWATER	
9/25/2025	SD/CRAFTWATER	

Meeting Date	Meeting Groups	**Notes**
10/1/2025	SD/CRAFTWATER	
10/8/2025	SD/CRAFTWATER	
10/14/2025	SD/CRAFTWATER	
10/15/2025	SD/CRAFTWATER	
10/23/2025	SD/CRAFTWATER	
10/29/2025	SD/CRAFTWATER	
11/5/2025	SD/CRAFTWATER	
11/25/2025	SD/CRAFTWATER	
12/11/2025	SD/CITY/CRAFTWATER/MAC	
12/17/2025	SD/CRAFTWATER	
1/11/2026	SD/CRAFTWATER	
2/25/2026	SD/CITY	Review Final Water Qual Presentatior
3/3/2026	SD/CRAFTWATER	
3/16/2026	SD/CITY	
3/19/2026	SD/CRAFTWATER	

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Channel Islands Harbor Water Quality Implementation Plan Phase 1 Approval

City Council
May 5, 2026

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council direct staff to proceed with Phase 1 activities of the selected non-structural, structural, and receiving water strategies as outlined in Table 2 in this staff report.

BACKGROUND

- The Channel Islands Harbor is an artificial harbor with abutting commercial and residential developments that include Seabridge CFD, Westport CFD, Mandalay Bay WAD-Zone 1, and Harbour Island WAD-Zone 2.

- The Harbor area north of the Channel Islands Blvd. bridge was created with the development of these neighborhoods.

- Formation of the respective special districts were required to fund costs associated with maintaining and managing the harbor and its water quality.

BACKGROUND

- However, the City Council has previously authorized American Rescue Plan Act ("ARPA") funding, and State grant funds, to fund a report examining feasible options for addressing Harbor water quality conditions.

- Additionally, in 2022, the County of Ventura provided $1.3 million in funding for the implementation of Harbor water quality mitigation measures.

BACKGROUND

- In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water.

BACKGROUND

- Since then, the City of Oxnard ("City"), the County of Ventura ("County"), and residents of the Channel Islands Neighborhood Council's ("CINC") Marine Advisory Committee ("MAC") have organized efforts to address water quality issues in the Harbor.

- Substantial amounts of water quality data has been gathered by MAC volunteers to assist with identifying key contaminants and potential sources of contamination within the Harbor.

- This data gathering effort has provided the foundation to develop a report to examine options for improvements to Harbor water quality conditions and circulation.

BACKGROUND

- On February 24th, 2024, the City Council approved the contract with Craftwater Engineering (Craftwater) for the development of a list of mitigation measures, evaluation of their possible feasibility, and the development of an implementation plan for those measures which were deemed the most effective.

DISCUSSION - Initial Analysis

Channel Islands Harbor Watershed

DISCUSSION - Initial Analysis

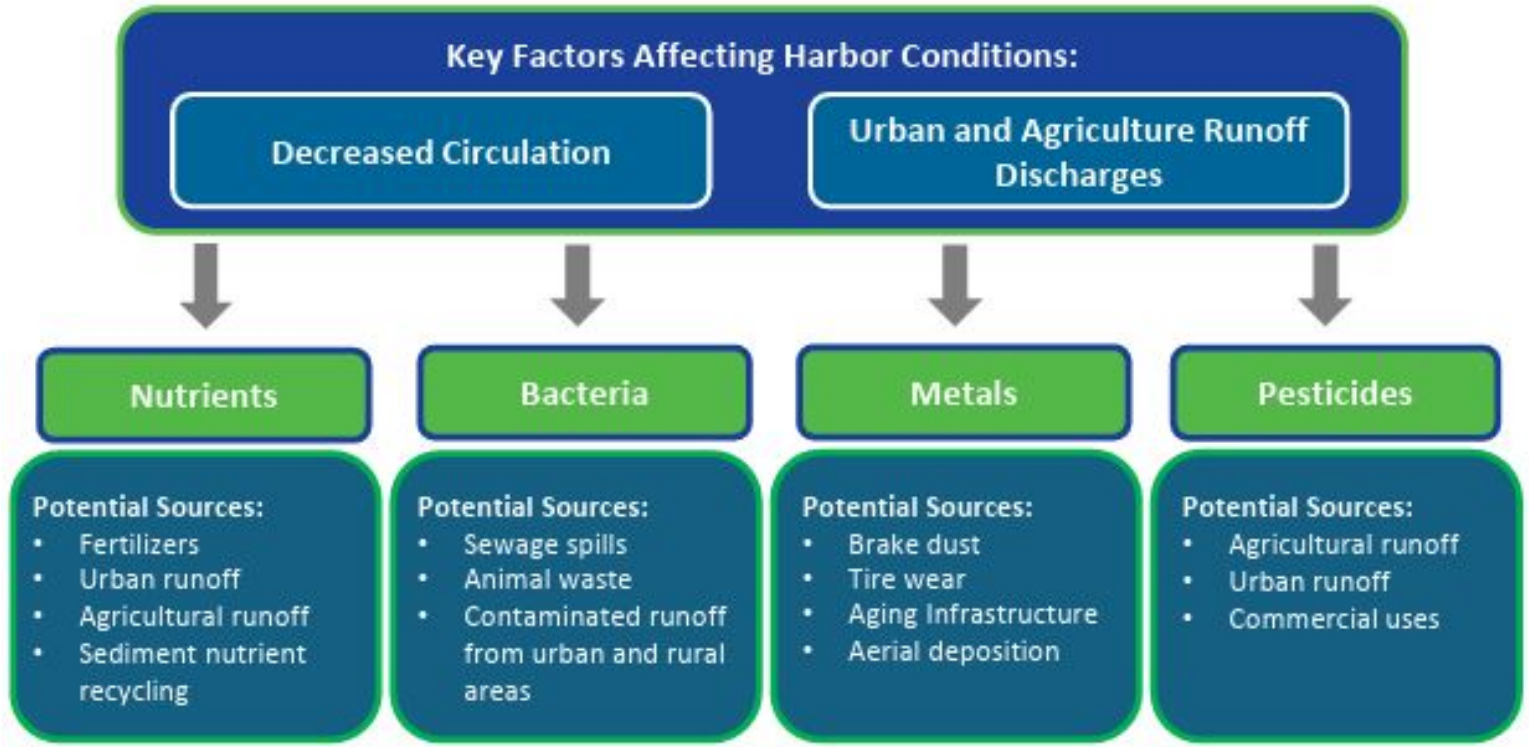
- To understand the recommended approaches within the Implementation Plan, the process through which it was created must be explained

- The Implementation Plan was created after a thorough process involving multiple stakeholders and source material review.

General process and outcomes that inform and support Implementation Plan development

DISCUSSION - Initial Analysis

- Beginning with the Goals and Objective Memo, Craftwater identified key factors affecting harbor water quality



DISCUSSION - Initial Analysis

- Key factors within the Channel Islands Harbor watershed identified the following primary constituents of concern:

Constituent of Concern	Category	Reason for Identification	Potential Sources
Bifenthrin	Pesticide	Magnitude of Exceedances/ Toxicity to Aquatic Wildlife	Agricultural/Landscape Runoff
Permethrin	Pesticide	Magnitude of Exceedences/ Toxicity to Aquatic Wildlife	Agricultural/Landscape Runoff
Copper	Metals	Magnitude of Exceedences/ Toxicity to Aquatic Wildlife	Urban runoff, anti-fouling boat paint, and aerial deposition
Low Dissolved Oxygen	Eutrophic Conditions	Overall indicator of water quality and circulation	Poor Mixing/Circulation

DISCUSSION - Constituents of Concerns & Stakeholder Input [12]

- Identification of potential sources of constituents of concern allowed for the inclusion of additional groups of stakeholders
- The following groups were identified for outreach efforts and included throughout the study
  - Channel Islands Neighborhood Council - Marine Advisory Committee (MAC)
  - Ventura County Farm Bureau
  - Farmers/Agricultural Landowners within the watershed area
  - Mandalay Generating Station and Edison Canal Landowners
  - Non-Special Districts Division City Staff (e.g. Engineering, Wastewater, Environmental Resources)
  - Ventura County Public Works Department Staff

DISCUSSION - Constituents of Concerns & Stakeholder Input [13]

- With stakeholders and constituents of concern identified, mitigation strategies were created and sorted into three categories:
  - **Non-Structural** - education programs and procedural methods that the City may implement through contracts or maintenance efforts.
  - **Structural** - construction of structural "Best Management Practices" (BMPs) at specific points to physically treat runoff.
  - **Receiving Water** - improving water quality through reducing residence time and increasing overall circulation once water has been "received" into the harbor body itself.
- 103 total strategies were considered

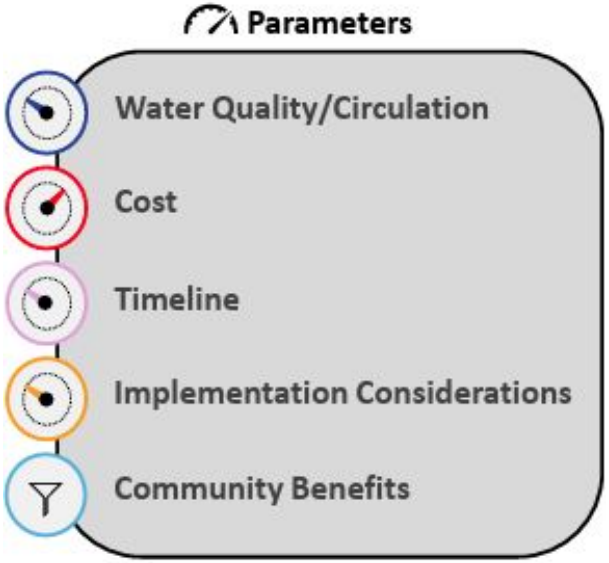
DISCUSSION - Constituents of Concerns & Stakeholder Input 14

- The MAC group provided additional input reiterating that the mitigation strategies that addressed circulation were not being prioritized highly enough.

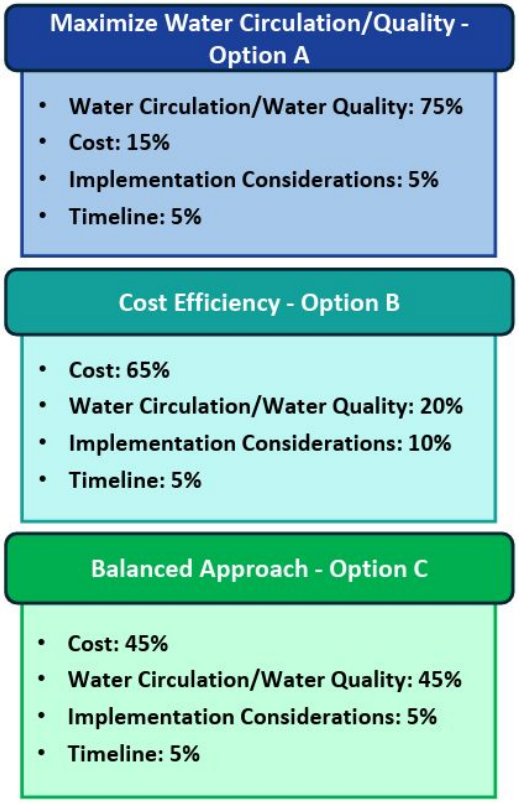
- Craftwater and City staff made direct attempts to address these concerns through the implementation of a weighted category project evaluation approach in collaboration with the MAC group.

DISCUSSION - Approach to Strategy Selection

- To narrow down the total strategies considered for implementation, scoring criteria were created and weighted scores given to each strategy.
- Each strategy was scored on five normalized parameters
- "Community Benefits" were scored but excluded from the overall score totals.
- Instead it was included to be used as a filter to help determine which mitigation strategies could be considered for implementation



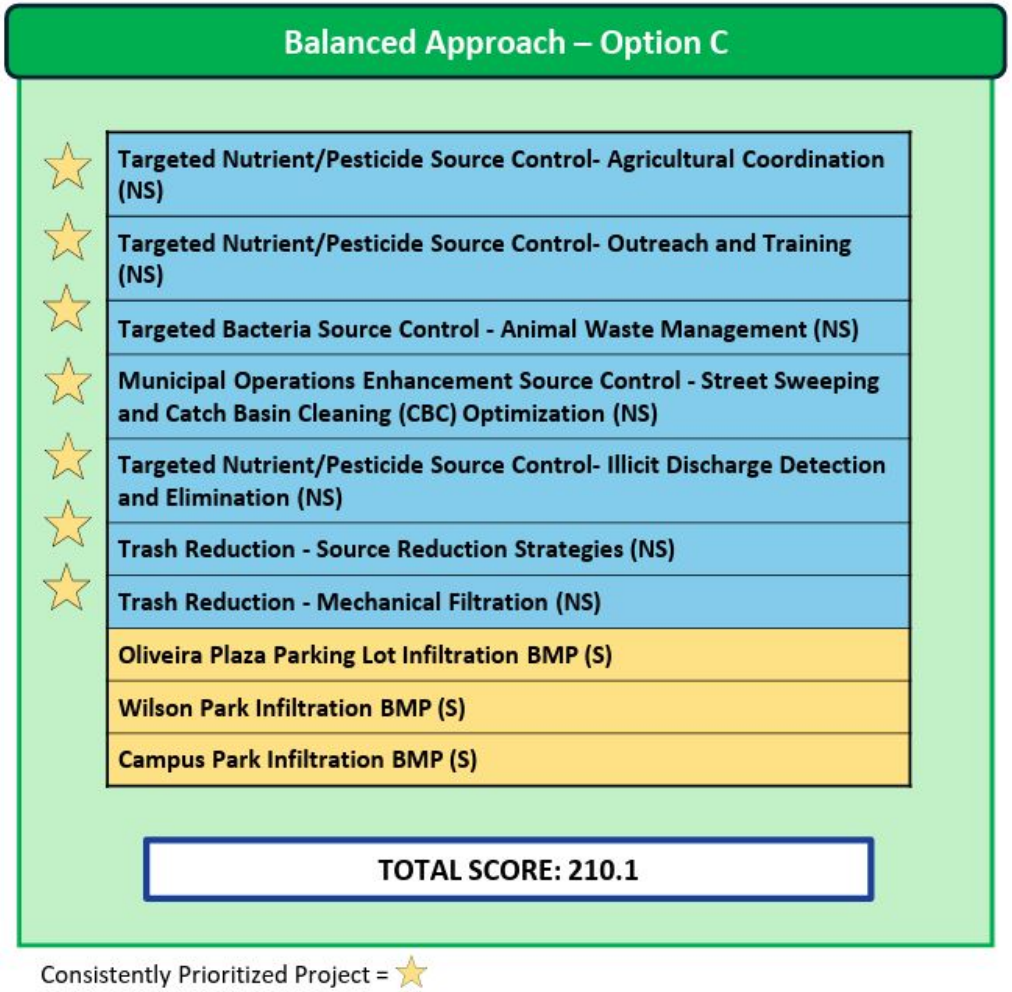
DISCUSSION - Approach to Strategy Selection



- Depending on which parameter is considered the highest priority, different strategies score higher than others
- Three Category Weight Options were considered
  - Maximizing Circulation (Option A)
  - Cost Efficiency (Option B)
  - Balanced Approach (Option C)
- Staff recommendations are sourced from the Balanced Approach weighting option

DISCUSSION - Approach to Strategy Selection

- Top scoring strategies within the Balanced Approach are:



DISCUSSION - Phase I Implementation Recommendations [18]

- Staff recommended strategies include (Table 2):

Non-Structural	Projected Pollutant Load Reduction	Structural	Projected Pollutant Load Reduction	Receiving Water	Projected Residence Time Reduction
Targeted Nutrient/Pesticide Source Control - Agricultural Coordination	62%	Wilson Park Infiltration BMP	10%	Passive Edison Canal Connection	73%
Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning Optimization	49%	Oliveira Plaza Parking Lot Infiltration BMP	27%	Edison Canal Pump Resumption*	**
Targeted Nutrient/Pesticide Source Control - Illicit Discharge Detection and Elimination	27%	Agricultural Runoff Treatment System	1%		
Trash Reduction - Mechanical Filtration	11%				

* This option has been added as it was included within the PWTC motion.

** Projected residence time reduction varies depending on the rate of pumping.

DISCUSSION - Phase I Implementation Recommendations [19]

- In recognition of consistent stakeholder feedback and to address circulation as a constituent of concern, a Receiving Water strategy has been included despite it not being a recommended strategy within the Balanced Approach
- Non-Structural approaches to water quality management are very important to the overall approach as regulatory bodies will require the demonstration of a comprehensive approach to total pollutant load reduction prior to permitting the construction of any large Receiving Water strategy.
- Overall, staff selected strategies from within the balanced approach in order to best balance cost concerns with real-world water quality improvement.

DISCUSSION - Phase I Implementation Recommendations [20]

- The Campus Park Infiltration BMP was removed as the current Campus Park Activation CIP project includes infiltration and filtration BMPs within its design.
- Included in place is the Agricultural Runoff Treatment BMP strategy due to low estimated capital and O&M costs (and high cost-efficiency) and anticipated effectiveness in addressing nutrients in agricultural runoff.

DISCUSSION - Phase 1 Implementation Recommendations [21]

- In recognition of continued stakeholder feedback regarding the need for improved residence times, staff recommended the inclusion of the Passive Edison Canal Connection (Receiving Water strategy) within Phase 1 for further exploration.
- During the April 14th Public Works and Transportation Committee Workshop, many members of the public spoke in favor of replacing the Passive Edison Canal Connection with a "low-flow" Edison Canal Pump Resumption strategy.
- Although modeling data suggests that this strategy would be less effective than the passive option, the Committee motion directs staff to include a pumping strategy in the initial exploration of receiving water strategies.

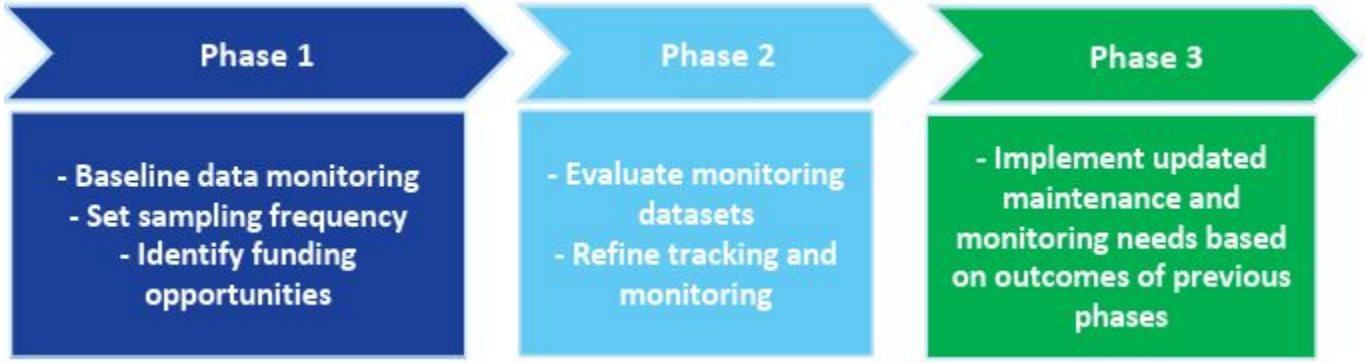
DISCUSSION - Phase I Implementation Recommendations [22]

- Next steps for the Phase I implementation are anticipated to occur over the next few years and involve a variety of simultaneous steps.
- Non-Structural strategies are front-loaded within the timeline, as they are anticipated to have the least complex implementation concerns.

DISCUSSION - Phase 1 Implementation Recommendations [23]

- Full implementation is expected to take significant time.
  - Specific strategies may be implemented earlier than others.
  - For example, non-structural strategies are identified as "year 1" implementation items within Craftwater's recommended Phase 1 steps

DISCUSSION - Evaluation and/or Monitoring of Strategies



- An adaptive management plan is recommended for the evaluation of each strategy throughout implementation.
- Key considerations for adaptive management:
  - Constituent Monitoring
  - Funding Acquisition
- Identified strategies can be altered if found to be ineffective or if other funding/regulatory opportunities becomes available.

DISCUSSION - Evaluation and/or Monitoring of Strategies

- The monitoring plan may be limited in order to reduce cost focus on specific constituents of concern:
  - Bifenthren
  - Permethrin
  - Copper
  - Dissolved Oxygen
  - Enterococcus
  - Nutrients
- Outside testing and monitoring resources (Farm Bureau, County) are recommended to be included in the City's approach

DISCUSSION - Evaluation and/or Monitoring of Strategies

- Collected data will be compiled, analyzed for trends and performance, and summarized in regular reporting to inform ongoing program refinement, with data gaps identified for supplemental monitoring as needed.
- This is an early component of the Phase 1 implementation plan, to provide baseline information.
- If a strategy is evaluated as having little impact, it will be recommended for removal or replacement within the plan.
- Additionally, if insurmountable regulatory concerns are raised during initial discussions with permitting agencies, regarding the planned Receiving Water strategy implementation, then the strategy may also need to be removed or replaced.

DISCUSSION - Summary of Next Steps

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Non Structural Strategy Implementation

- Solicitation of environmental science professional services for:
  - Development of outreach materials for coordination based Non-Structural Strategies
  - Programmatic optimizations and technological upgrades for existing street sweeping and catch basin cleaning efforts
  - Development of work plan and protocols for illicit discharge detection and elimination
- Selection of sites for installation of trash capture devices
  - Solicitation for drainage study and designs per each location

DISCUSSION - Summary of Next Steps

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Structural Strategy Implementation

- Solicitation for professional planning, engineering and design services for selected Structural BMPs
- Coordination with agricultural landowners at key discharge locations for direct agricultural runoff treatment

DISCUSSION - Summary of Next Steps

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Receiving Water Strategy Implementation

- Direct MGS landowner engagement
- Solicitation of environmental science professional services for:
  - Regulatory agency consultation and environmental review
  - Preliminary concept design(s) plan development

DISCUSSION - Summary of Next Steps

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Continued Monitoring/Adaptive Management

- Solicitation for environmental science professional services for:
  - Development of a monitoring program to include comprehensive project data compilation
  - Planning and development of water quality monitoring protocols, data collection mechanism(s), laboratory analysis, long-term data and trend analyses, and reporting.
  - Program planning and adaptive management processes

DISCUSSION - Summary of Next Steps

In summary, Phase 1 of the Implementation Plan as recommended by staff involves the following:

Funding Identification

- Solicitation for funding acquisition services (grant writing and application)
- Identification of additional funding programs which match implementation strategies

DISCUSSION - Summary of Next Steps

- Implementation of staff's recommendation will involve many different divisions and departments in the City.
- It may also require significant staff time and resources.
- Approval of these recommendations will need to be weighed with other existing priorities for City departments/divisions that will participate in the implementation of these recommendations.
- Some of the proposed strategies have on-going General Fund budgeting impacts. For example, construction (e.g. Wilson Park Infiltration BMP) will result in having to maintain and repair/replace the new infrastructure in perpetuity.

FINANCIAL IMPACT

- The Craftwater Feasibility Study and Implementation Plan project has so far been funded entirely by American Rescue Plan Act (ARPA) funds and California Department of Water Resources grant funds.
  - $3.1 million have been secured for water quality related efforts
  - $948,164 has been spent as of March 6, 2026 (this is includes water quality testing, the Feasibility Study and Implementation Plan, and administrative expenses)
- With approximately $2.1 million remaining dedicated to water quality mitigation efforts, staff is proposing an initial $1 million spending plan to support the implementation of the recommended mitigation strategies.

FINANCIAL IMPACT

Strategy Type	Strategy	Proposed Allocation	Cost Details
Non-Structural	Targeted Nutrient/Pesticide Source Control - Agricultural Coordination	$50,000	Develop and produce materials; create outreach schedule
	Municipal Operations Enhancement Source Control - Street Sweeping and Catch Basin Cleaning Optimization	$100,000	Analysis & optimization of sweeping routes and CBC work plan; technological upgrades
	Targeted Nutrient/Pesticide Source Control - Illicit Discharge Detection and Elimination	$50,000	Development of work plan and protocols;
	Trash Reduction - Mechanical Filtration	$100,000	Selection of sites; drainage study, design plans (10 sites)
Structural	Wilson Park Infiltration BMP	$100,000	Conduct project-level feasibility assessment; prepare concept-level designs; evaluate permitting needs
	Oliveira Plaza Parking Lot Infiltration BMP	$150,000	Conduct project-level feasibility assessment; prepare concept-level designs; evaluate permitting needs
	Agricultural Runoff Treatment System Pilot Project	$75,000	Coordination with agricultural landowners; concept-level designs (3 sites)
Receiving Water	Passive Edison Canal Connection/Edison Canal Pump Resumption	$250,000	Preliminary concept design; regulatory agency consultation
Monitoring	Post-Implementation Monitoring	$50,000+ (annually)	Development of monitoring work plan and protocols
Funding Identification	Funding Identification & Grant Planning/Submission	$75,000	Research and pursue funding opportunities to supplement available funds
	Total	$1,000,000	

FINANCIAL IMPACT

- The proposed spending plan differs slightly from the Craftwater proposed plan in the Implementation Plan report.
- Adjustments were made to reflect expenses more in line with expected costs using current City agreements for similar services.
- Note that this is an estimate and additional funds may be required to move strategies/projects forward. Any funding amount over the total of $3.1M will be brought back to City Council for consideration prior to encumbering the funds.

FINANCIAL IMPACT

- There is no impact on the General Fund or any Special District funds.
- Future funding sources may need to include debt financing, special assessments, or other funding sources outside of the City's current resources due to the expected high cost of continued programs, monitoring, structural strategy construction and receiving water strategy implementation.

COMMITTEE OUTCOME

- The Public Works and Transportation Committee approved 3-0 on April 14, 2026 to approve the staff recommendation, with the direction of adding a pumping project to Table 2 under the "Receiving Water" category, and to forward the item for Council approval.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: May 5, 2026

TO: City Council

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

SUBJECT: HOME-ARP Loan Agreement for the Cypress Place at Garden City II Apartments, a 59-Unit Affordable Rental Project located at 5482 Cypress Road.

RECOMMENDATION

That the City Council adopt a resolution approving and authorizing the City Manager to execute a $1,200,000 HOME-ARP loan agreement, and any and all related documents thereto, with Cypress Place at Garden City II, LP for the development of a fifty-nine (59) affordable unit and one (1) manager's unit rental housing project located at 5482 Cypress Road, and known as the Cypress Place at Garden City II Apartments.

(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/vry817LB_E0

BACKGROUND

On February 3, 2020 and February 18, 2020 the Community Development Director and the Planning Commission, respectively, approved a two phase project consisting of one-hundred and fifty (150) units. The first phase includes an eighty-nine (89) affordable unit and one manager's unit rental housing project located at 5536 and 5462 Cypress Road, known as Cypress Place at Garden City Phase I (Cypress I). On February 23, 2026, the project received a temporary certificate of occupancy and is expected to be completed by July, 2026. Cypress I provides lower income housing targeting farmworker families. Phase II, Cypress Place at Garden City II Apartments, consists of fifty-nine (59) affordable units and one (1) manager's unit rental housing construction project located at 5482 Cypress Road ("Cypress II"). The unit mix of Phase II will consist of twelve (12) one-bedroom units, twenty-seven (27) two-bedroom units, and twenty (21) three-bedroom units. The amenities included in Cypress I & II include a two-story 8,000 square foot community room, along with a computer lab, community kitchen, and outdoor recreational area.

Phase II will provide affordable housing for households with incomes up to 60% of Area Median Income (AMI), except for the five units subject to the City's loan agreement which will be additionally restricted to Qualifying Populations. Qualifying Populations, as defined by the U.S. Department of Housing and Urban Development (HUD) for the HOME-ARP program include persons experiencing homeless or at risk of homelessness; fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and Other Populations as defined by HUD, where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

The project sponsor, Peoples' Self-Help Housing ("PSHH") is a non-profit housing organization that provides affordable rental and for-sale housing to low-income households. For the past fifty-two (52) years PSHH has been one of the leading non-profit housing developers in San Luis Obispo, Santa Barbara, Monterey, and Ventura counties. PSHH has created over 1,200 homeownership homes through its "sweat equity" program and has developed over 2,000 rental units.

HOME-ARP Program Funding

On September 20, 2021, HUD awarded the City of Oxnard $2,772,021, followed by an additional $4,166, for a total of $2,776,187, in HOME American Rescue Plan (HOME-ARP) to address homelessness and affordable housing needs. The deadline to fully expend the funds is September 30, 2030. From December 2022 through February 2023 substantial community outreach was conducted to receive input on how to prioritize use of HOME-ARP funding. Overwhelmingly, feedback received was to prioritize the creation of new permanent supportive housing (no specific projects included). A total of $2,400,000 is currently allocated towards Affordable Rental Housing Development and $376,187 for program administration.

On March 21, 2023, the City Council approved an amendment to incorporate HOME-ARP funding awarded from HUD into the FY 2023-2024 Annual Action Plan (AAP). During the outreach process, numerous affordable housing developers expressed interest in utilizing HOME ARP funding to construct affordable housing. During that meeting staff committed to selecting affordable rental projects to receive HOME-ARP funding and returning to the City Council for final funding approval.

On December 13, 2023, a commitment letter was issued to PSHH for $1,200,000 HOME-ARP Funding for the development of Cypress II contingent on complying with all federal funding requirements, securing all other financing necessary for the development of the Project, and final City Council approval of the loan agreements.

DISCUSSION

Development Costs, Timing, Funding Sources, and Loan Terms

The total development cost for Cypress II is estimated to be $43,510,037. While PSHH has secured a majority of the funding commitments necessary for development, as summarized below, a financial gap exists. PSSH requested funding from the City of Oxnard to close the funding gap. To address the gap, the Housing Department requests awarding $1,200,000 in HOME-ARP to PSSH to support the project.

Permanent Sources of Funds	**Amount**	**Status**
Bank of America Taxable Loan	$4,243,000	Committed
Joe Serna Jr. Farmworker Housing Grant Program	$15,424,666	Committed
County General Fund	$1,800,000	Committed
Deferred Developer Fee	$2,678,063	Committed
GP Capital Sponsor	$100	Committed
Limited Partners	$18,164,208	Committed
City of Oxnard HOME-ARP Loan	**$1,200,000**	**Current Request**
Total	$43,510,037	

If PSSH is able to secure all of the funding, the project is estimated to begin construction in the summer of 2026 and complete construction in 2028. The loan agreement provides the following terms:

1. HOME-ARP Loan amount of $1,200,000;
2. 3% simple interest;
3. Regulatory agreement term of fifty-five (55) years; and
4. Repayment of the City Loan will be on a residual receipt’s basis.

The documents as to form for the HOME-ARP loan and regulatory agreements, deed of trust, and promissory note are attached to this report (Attachments 2).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Housing Department has existing HOME-ARP appropriations necessary to fund the HOME-ARP Loan for $1,200,000. There will be a remaining $1,200,000 balance which has been committed to the Aspire Apartments project, fully exhausting all funds designated for Affordable Rental Housing Development. The program administration budget has a remaining balance of $315,297.

For Finance Use Only:
$1,200,000 - HOME-ARP-Fund (Org. 2028105 Obj. 53600 Project # G2410)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of other items previously considered by City Council as summarized below:

1. February 21, 2023 - Loan Agreements For the Cypress Place at Garden City Phase I Affordable Rental Housing Project People's Self Help Housing. Click *here* to view the Measure M pre-recorded presentation video.
2. March 21, 2023 - Third Amendment to the 2021-2022 AAP to Incorporate Supplemental HOME American Rescue Plan (HOME-ARP) funding. Click *here* to view the Measure M pre-recorded presentation video.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- Resolution
2. Attachment 2- HOME-ARP Loan Documents
3. Attachment 3- Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A HOME-ARP LOAN AGREEMENT IN THE PRINCIPAL AMOUNT OF $1,200,000 WITH CYPRESS PLACE AT GARDEN CITY II, LP FOR THE DEVELOPMENT OF OF A FIFTY-NINE (59) AFFORDABLE UNIT AND ONE (1) MANAGER'S UNIT RENTAL HOUSING PROJECT LOCATED AT 5482 CYPRESS ROAD, AND KNOWN AS THE CYPRESS PLACE AT GARDEN CITY II APARTMENTS

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City of Oxnard ("City") to enter an agreement with Cypress Place at Garden City II, LP, a California limited partnership ("Cypress Place II") to facilitate Cypress Place II's development of Fifty-nine (59) affordable unit and one (1) manager's unit rental housing project on certain real property located at 5482 Cypress Road, Oxnard, California ("Project"); and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of $1,200,000 from the Home Investment Partnerships Act, American Rescue Act "(HOME-ARP") funds received from the United States Department of Housing and Urban Development ("HUD") pursuant to the American Rescue Plan Act of 2021, and to authorize the City Manager to execute a (i) HOME-ARP Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively "HOME-ARP Loan Documents") by and between City and Cypress Place at Garden City II, LP; and

WHEREAS, the HOME-ARP Loan Documents will provide the following terms: (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the recordation date of a notice of completion for the Project; and (c) repayment of the loan will be on a residual receipts basis, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Council hereby finds and declares that the above recitals are true and correct.

2. The City Council further approves and authorizes the City Manager to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to the HOME-ARP Loan Documents; and any other agreements or documents for the purpose of developing, maintaining and operating the Project.

3. This Resolution shall take effect from and after the date of its passage and adoption.

(Signatures appear on the next page)

PASSED AND ADOPTED this_____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY HOME-ARP LOAN AGREEMENT ($1,200,000)

Between

City of Oxnard

and

Cypress Place at Garden City II, L.P.

CITY HOME-ARP LOAN AGREEMENT
(Cypress Place II – HOME-ARP Loan)

This City HOME-ARP Loan Agreement ("**City HOME-ARP Agreement**") is dated as of _____, 2026 ("**Effective Date**"), by and between the City of Oxnard, a municipal corporation of the State of California (the "**Lender**" or "**City**"), and Cypress Place at Garden City II, L.P., a California limited partnership (the "**Borrower**"), whose address is 1060 Kendall Road San Luis Obispo, CA 93401. The City and the Borrower shall collectively be referred to hereinafter as the "**Parties**" and each a "**Party.**"

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Lender wishes to promote the development of affordable rental housing in neighborhoods in need of revitalization in the City of Oxnard and provide a greater choice of housing opportunities for low-income Households.

C. There is a need to expand affordable rental housing to homeless persons, and to promote projects that combine supportive services with housing, as documented in the City of Oxnard HOME-ARP Allocation Plan.

D. Borrower is the owner of that certain real property located at 5482 Cypress Road, Oxnard, California 93033 as more particularly described in the legal description attached hereto as Exhibit A (the "**Property**").

E. Borrower intends to construct sixty (60) units of affordable housing, inclusive of one (1) unrestricted manager's unit on the Property ("**Project**").

F. Five (5) of the sixty (60) units shall be restricted to occupancy by Qualifying Populations ("**HOME-ARP Assisted Unit**"); the amount of monthly rent charged to tenants of HOME-ARP Assisted Units shall not exceed the Qualifying Rent, as defined in Section 1.33, below.

G. Under the American Rescue Plan Act of 2021 ("**ARP**"), signed into law by President Biden on March 11, 2021 (Public Law 117-2), Lender has been awarded Home Investment Partnerships Program funds ("**HOME-ARP Funds**") from the United States Department of Housing and Urban Development ("**HUD**"), pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990, for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

H. Borrower desires to borrow from the City and the City desires to lend Borrower One Million Two-Hundred Thousand Dollars ($1,200,000) in HOME-ARP funds ("**City HOME-ARP Loan**") for development and construction of the Project. These funds are subject to HOME-ARP regulations set forth in Notice CPD-21-10: *Requirements for the Use of Funds in the HOME-ARP Program*, which outlines the requirements for the use of funds appropriated under Section 3205 of the ARP for the HOME Investment Partnerships Program ("**HOME**") to provide homelessness assistance and supportive services.

I. The City HOME-ARP Loan is being made to finance the construction costs for the Project. The Project will increase the supply of affordable rental housing in the City of Oxnard. Due to the assistance provided to Borrower pursuant to this Agreement, the City has designated five (5) units as HOME-ARP-Assisted Units, which Units are "fixed" Units as defined in 24 C.F.R. 92.252(j). The HOME-ARP Assisted Units are required to include four (4) one-bedroom Units and one (1) two-bedroom Units. One three-bedroom unit shall be the manager's unit. The Parties reasonably expect that construction and development of the Project will commence within one year of execution of this City HOME-ARP Loan Agreement.

J. Concurrently herewith, the Parties are entering into that certain City HOME-ARP Loan Regulatory Agreement and Declaration of Restrictive Covenants ("**CITY HOME-ARP Loan Regulatory Agreement**") restricting rents and establishing tenant income eligibility requirements with respect to the HOME-ARP Assisted Units.

K. The Parties desire to memorialize the terms of the City HOME-ARP Loan in this City HOME-ARP Loan Agreement, a promissory note in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000), executed by Borrower in favor of Lender, and secured by a deed of trust.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations set forth herein, and in further consideration for the making of the City HOME-ARP Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1.
DEFINITIONS

The following terms have the meanings and content set forth in this Article 1 wherever used in this City HOME-ARP Loan Agreement.

1.1 **"AFFIRMATIVE MARKETING"** means actions taken to provide information to and otherwise encourage eligible potential tenants in the housing market area who are not likely to apply without special outreach to apply for the available Project housing, without regard to race, color, national origin, sex, religion, familial status or disability, in conformance with 24 CFR 92.351.

1.2 **"ANNUAL FINANCIAL STATEMENT"** means the financial statement for each calendar year prepared at Borrower's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to City, which shall form the basis for determining the Residual Receipts.

1.3 **"AREA MEDIAN INCOME" or "AMI"** means for Ventura County Metropolitan Statistical Area as determined by HUD and published by HCD, adjusted for household size.

1.4 **"BORROWER"** means Cypress Place at Garden City II, LP, a California limited liability partnership.

1.5 **"BUDGET"** means that budget for the Project attached hereto as **Exhibit B**, which is hereby incorporated into this HOME-ARP Loan Agreement by this reference, and which identifies the sources and uses of Project costs, disbursement schedule, and specifies the costs to be paid with HOME-ARP Loan proceeds in conformance with 24 CFR 92.206.

1.6 **"CITY"** means the City of Oxnard, a municipal corporation of the State of California.

1.7 **"CITY HOME-ARP LOAN"** means the loan of HOME-ARP Funds from City to Borrower in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000) as provided in this City HOME-ARP Loan Agreement to finance Project development and construction.

1.8 **"CITY HOME-ARP LOAN AGREEMENT"** means this loan agreement entered into by and between Lender and Borrower.

1.9 **"CITY HOME-ARP LOAN DEED OF TRUST"** means that deed of trust with assignment of rents, recorded against the Property and the improvements to be constructed thereon as security for the City HOME-ARP Loan by Borrower as trustor with Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said City HOME-ARP Loan Deed of Trust entered into concurrently herewith.

1.10 **"CITY HOME-ARP LOAN DOCUMENTS"** means, collectively, the City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, the City HOME-ARP Loan Deed of Trust, and the City HOME-ARP Loan Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to such documents.

1.11 **"CITY HOME-ARP PROMISSORY NOTE"** means the promissory note executed by the Borrower concurrently herewith in favor of Lender in the amount of One Million Two Hundred Thousand Dollars ($1,200,000), to evidence the City HOME-ARP Loan as well as any amendments to, modifications of, or restatements of said promissory note entered into concurrently herewith.

1.12 **"CITY HOME-ARP LOAN REGULATORY AGREEMENT"** means the agreement executed by Borrower and Lender entered into concurrently herewith and recorded against the Property which regulates the use of the HOME-ARP-Assisted Units.

1.13 **"COORDINATED ENTRY SYSTEM"** means the information system utilized by Lender under the Ventura County Continuum of Care Alliance for coordinating, prioritizing and insuring to the greatest extent possible non-duplication of homeless programs and services, which accordingly identifies the most vulnerable homeless persons and households and serves as basis to inform priority provision of HOME-ARP Assisted Units to Qualifying Populations.

1.14 "**COUNTY LOAN**" means the loan to Borrower made by the County of Ventura in the approximate principal amount of $1,800,000.

1.15 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal, state, or local environmental and health and safety laws and regulations, including, without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with industry standards and in compliance with all applicable laws at the time of such use.

1,16 "**HCD**" means the California Department of Housing and Community Development.

1.17 **"HOME-ARP AFFORDABILITY PERIOD"** means collectively the period of time during which the HOME-ARP-Assisted Units must meet the affordability requirements imposed under the HOME-ARP Program, commencing upon Project Completion Date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after Project Completion Date and the recordation of the notice of completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the recordation of the notice of completion."

1.18 **"HOME-ARP-ASSISTED UNIT"** means those five (5) Project apartment Units subject to HOME-ARP funding requirements pursuant to the HOME-ARP Loan Documents, and subject to additional restrictions and requirements set forth the HOME-ARP Loan Regulatory Agreement, which are restricted to occupancy by Qualifying Populations.

1.19 **"HOME-ARP FUNDS"** means funds provided to Borrower by Lender pursuant to the terms of this City HOME-ARP Loan Agreement and as defined in 24 CFR 92.2.

1.20 **"HUD"** means the United States Department of Housing and Urban Development.

1.21 **"INSURANCE REQUIREMENTS"** means the insurance coverages which must be in full force and effect at all times during the Term of this City HOME-ARP Loan Agreement, as specified in **Exhibit C**, which is attached hereto and hereby incorporated into this City HOME-ARP Loan Agreement by this reference.

1.22 **"LENDER"** means the City of Oxnard, a municipal corporation of the State of California.

1.23 **"LOW-INCOME HOUSEHOLD"** means a household with household income at or below eighty-percent (80%) of the Area Median Income, as defined by the U.S. Department of Housing and Urban Development at 24 CFR Part 92.

1.24 **"MONITORING FEE"** The City shall charge Borrower an annual monitoring fee in the initial amount of $115 per HOME-ARP Unit, and increased annually by 3%, to conduct on-site Project monitoring.

1.25 **"OPERATING EXPENSES"** means, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including, but not limited to, pest control, landscaping and grounds maintenance, painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, reasonable property management fee, City monitoring fee, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, salaries, wages, and other employee compensation and benefits, employee education, training, and travel, rent, utilities, communication costs, taxes, insurance, equipment, and materials and supplies, any fees or costs in connection with resident/social services provided to tenants, social services oversight fee, any current and accrued annual asset management fee, or similar fee, paid to the Tax Credit Investor or its designee, any current and accrued annual partnership management fee, or similar fee, paid

to the managing general partner of the Borrower, payment of any previously unpaid portion of the developer fee allowed to be repaid in a priority position as set forth in Section 4.15, capital adjusted under the Borrower's Partnership Agreement; repayment of any advances or loans made by a partner in the Borrower to fund operating shortfalls; extraordinary operating costs specifically approved by the City. other ordinary and reasonable operating expenses not listed above, and payments of principal and interest on the Senior Loan. Operating Expenses shall also include cash deposited into reserves for operating expenses with respect to the Project, not to exceed an amount sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments ("Target Balance"), or such greater amount as may be required by a Senior Lender or the Tax Credit Investor and approved by the City, an amount approved by Lender and capital replacements with respect to the Project in an amount not less than two hundred fifty dollars ($250) per unit and not more than five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Tax Credit Investor or Senior Lender and approved by City. Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account. The Operating Expenses shall be reported in each Annual Financial Statement.

1.26 "**PARTNERSHIP AGREEMENT**" means the Agreement of Limited Partnership executed by the partners of Borrower, to be amended and restated upon admittance of the Tax Credit Investor as a limited partner to the Borrower partnership, and as may be further amended from time to time.

1.27 **"PROJECT"** means the construction, operation and management of the Property and the improvements thereon according to the terms of this City HOME-ARP Loan Agreement and as defined in 24 CFR 92.2.

1.28 "**PROJECT COMPLETION**" means that all necessary title transfer requirements and construction work for the Project have been performed; the Project complies with the requirements of 24 CFR Part 92 (including, but not limited to, the property standards under § 92.251); the final drawdown of HOME-ARP funds has been disbursed for the Project; and the Project completion information, included herein as **Exhibit H (Rental Set-Up and Completion Form)** has been provided to the City by Borrower and entered into the Integrated Disbursement and Information System (IDIS) established by HUD, except that with respect to rental housing Project completion, for the purposes of § 92.502(d), Project completion occurs upon completion of construction and before occupancy. Upon receipt, Borrower shall provide Lender with a copy of the Project's Certificate of Occupancy and Notice of Completion. Project Completion shall in no event be extended beyond four (4) years from the Effective Date of this Agreement.

1.29 **"PROPERTY"** means the property located a 5482 Cypress Road, Oxnard, California 93033, as more particularly described in **Exhibit A**, which is attached hereto and hereby incorporated into this City HOME-ARP Loan Agreement by this reference.

1.30 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a member of a Qualifying Population and that is also a Low-Income Household.

1.31 **"QUALIFYING POPULATION"** means a household that qualifies for priority consideration and preference for a HOME-ARP Assisted Unit pursuant to HUD CPD Notice 21-10, Section IV, "*Qualifying Populations, Targeting and Preferences*". Qualifying Populations are identified broadly as individuals and families who are: 1) Homeless (as defined at 24 CFR 91.5); 2) At Risk of Homelessness (as defined at 24 CFR 91.5); 3) Fleeing or Attempting to Flee, Domestic Violence, Dating Violence, Sexual

Assault, Stalking, or Human Trafficking (as defined by HUD); and 4) "Other Populations," where providing supportive services or assistance under Section 212(a) of the National Affordable Housing Act (NAHA) (42 U.S.C 12742(a)), would prevent the family's homelessness or would serve those with the greatest risk of housing instability. A more detailed and specific description of Qualifying Populations, as set forth in HUD CPD Notice 21-10, is excerpted and included herein as **Exhibit D.**

1.32 **"QUALIFYING RENT"** means that HOME-ARP rental units occupied by Low-Income Households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the income of a family at sixty-five percent (65%) of AMI for Low-Income Households, as determined by HUD, or for Very-Low-Income Households, must not exceed 30% of the adjusted income, of a household whose Annual Income, , as defined in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1), is equal to or less than fifty percent (50%) of AMI for the area with adjustments for number of bedrooms in the unit. A household that was a Qualifying Household at initial occupancy and whose Annual Income at the time of income re-certification is above 80% of AMI must pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income. In accordance with 24 CFR 92.252(b), if the tenant pays for utilities and services (excluding telephone), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the Oxnard Housing Authority Utility Allowance or other annual utility schedule as determined by the City of Oxnard and HUD, if applicable.

1.33 **"RESIDUAL RECEIPTS"** means for any calendar year Revenue reduced by Operating Expenses.

1.34 **"REVENUE"** means for each calendar year, all revenue, income, receipts, and other consideration actually received by Borrower from operation and leasing of the Project. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower; (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Project (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Project for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

1.35 "**SENIOR LOAN**" means, collectively, (i) that certain taxable and tax-exempt construction loan to be made to Borrower by Bank of America ("**Senior Lender**") in an aggregate approximate principal amount of $19,891,758 for construction of the Project, which will convert to a Project permanent loan in an amount of approximately $4,243,000; (ii) the Serna Loan; (iii) the County Loan; and (iv) any other senior financing approved by the City's Housing Director in writing, and any refinancing of any such loans in an amount not to exceed the then outstanding principal balance of such loan plus closing costs.

1.36 **"SERNA LOAN"** means the loan to Borrower made by the California Department of Housing and Community Development from Joe Serna, Jr. Farmworker Housing Grant Program funds in the approximate amount of $15,424,666.

1.37 "**TAX CREDIT INVESTOR**" means, collectively, Bank of America, N.A., a national banking association, and Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, and each of their respective successors and assigns.

1.38 **"TERM"** means the period of time that this City HOME-ARP Loan Agreement will be in effect as described in Section 9.6, below.

1.39 **"VERY LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2, whose Annual Income does not exceed fifty percent (50%) of the Area Median Income, with adjustments for household size as defined by the U.S. Department of Housing and Urban Development at 24 CFR Part 92.

ARTICLE 2 TERMS OF THE CITY HOME-ARP LOAN

2.1 **CITY HOME-ARP LOAN.** Subject to the terms and conditions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents, Lender agrees to make, and Borrower agrees to accept, the City HOME-ARP Loan.

2.2 **AMOUNT.** The principal amount of the City HOME-ARP Loan shall be an amount not to exceed One Million Two-Hundred Thousand Dollars ($1,200,000) and shall be evidenced by the City HOME-ARP Promissory Note. In the event Lender is unable to secure HOME-ARP Funds for this City HOME-ARP Loan Agreement for any reason at any time, Lender shall not be obligated to make payments to Borrower unless and until HOME-ARP Funds become available to Lender, and Borrower shall hold Lender harmless.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, below, the City HOME-ARP Promissory Note shall bear simple interest at a rate of three percent (3%) per annum from the date of the first disbursement under the City HOME-ARP Promissory Note.

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the City HOME-ARP Loan at an annual rate equal to the lesser of (i) ten percent (10%), or (ii) the highest interest rate allowed by law ("**Default Interest**"), from the date of such default until the date that such default, if subject to and capable of cure, is cured in accordance with the terms of the City HOME-ARP Loan Documents, or the City HOME-ARP Loan is repaid in full ("**Default Interest Period**"). The Default Interest shall be paid to Lender monthly, due and payable on the first day of each month during the Default Interest Period.

2.5 **TERM OF CITY HOME-ARP LOAN.** The principal and interest of the City HOME-ARP Loan shall be due and payable in accordance with the provisions of the City HOME-ARP Promissory Note. In the event of default by Borrower, subject to all applicable notice and cure periods, as defined below in Section 8.1, which has not been cured as provided for below in Section 8.2, the principal and all then-current and interest shall be due and payable in accordance with Section 8.3, below.

2.6 **USE OF CITY HOME-ARP FUNDS.** HOME-ARP Funds shall be used only for Project construction-related costs specified in the Budget attached hereto as **Exhibit B** and shall only be disbursed in accordance with the provisions of Article 3. The Budget shall not be modified unless approved in accordance with Section 9.2 of this City HOME-ARP Loan Agreement, provided that all costs set forth therein are eligible under 24 CFR 92.206, and that the level of Environmental Review completed under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.), and applicable related environmental authorities at 24 CFR 50.4, and HUD's implementing regulations at 24 CFR Parts 50 and 58, remain applicable. HOME-ARP Funds shall only be utilized for costs related to residential uses, and

shall not be utilized for costs related to commercial uses or any other nonresidential uses associated with the Project.

2.7 **SECURITY.** Borrower shall secure its obligation to repay the City HOME-ARP Loan by executing a City HOME-ARP Loan Deed of Trust and recording it as a lien against the Property, subordinate only to the City HOME-ARP Loan Regulatory Agreement and the Senior Loans. Upon closing, Borrower shall cause the recordation of the City HOME-ARP Loan Deed of Trust, and the City HOME-ARP Loan Regulatory Agreement with the Recorder for the County of Ventura, and shall cause the delivery of conformed copies of the recorded documents to Borrower.

2.8 **REPAYMENT OF THE CITY HOME-ARP LOAN**. Commencing on July 1st of the first year following issuance of the certificate of occupancy for the Project, and each July 1st thereafter until the City HOME-ARP Loan is paid in full or otherwise terminated, the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with the required annual payment for the preceding calendar year and each Payment Date thereafter until the City HOME-ARP Loan is paid in full or otherwise terminated. Borrower shall make annual payments on the City HOME-ARP Loan as follows: (i) while the Serna Loan and County Loan have been made and are outstanding, six percent and fifty-one hundredths (6.51%) of fifty percent (50%) of Residual Receipts for the previous calendar year; (ii) if the Serna Loan is not made or at such time as the Serna Loan has been fully satisfied and the County Loan is made and is not fully satisfied, forty percent (40%) of fifty percent (50%) of Residual Receipts for the previous calendar year; and (iii) if the Serna Loan and County Loan have not been made or at such time as the County Loan and the Serna Loan have been fully satisfied, 50% of Residual Receipts, each, an annual payment. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. If Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. If Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the City HOME-ARP Loan. In any event all principal owed and all current and accrued interest of the City HOME-ARP Loan, if any, shall be due and payable as provided in Section 2.5 above.

2.9 **PREPAYMENT OF CITY HOME-ARP LOAN.** Prepayment of the City HOME-ARP Loan shall not affect Borrower's obligations under the City HOME-ARP Loan Regulatory Agreement.

2.10 **ANNUAL OPERATING EXPENSES.** Sixty (60) days prior to the end of each calendar year, Borrower shall submit to Lender, for Lender's review and approval, a proposed operating budget, showing Operating Expenses as defined in Section 1.26 of this Agreement, for the Project for the following calendar year. Each such proposed operating budget shall include scheduled payments to be made into operating and replacement reserve accounts. Actual Operating Expenses incurred by Borrower shall not exceed the amount of Operating Expenses set forth in the applicable Lender-approved operating budget by more than 5% without Lender's prior written consent.

2.11 **OPERATING AND CAPITAL REPLACEMENT RESERVE FUNDS.** Borrower shall establish an interest-bearing account to be known as the Operating Reserve Account. Upon the Conversion Date, Borrower shall deposit an amount into the Operating Reserve Account sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments ("**Target Balance**"), or such greater amount as may be required by a Senior Lender or the Tax Credit Investor and approved by the City. Funds shall be invested subject to the prior written approval of the City (such approval not to be unreasonably withheld or delayed and subject to Tax Credit Investor and Senior Lender approvals), and any earnings shall become and remain a part of the Operating Reserve. Funds may be drawn only when revenue is insufficient to pay operating expenses and may be used as permitted under Borrower's Partnership Agreement. Promptly following any withdrawals from the Operating Reserve Account, written notice shall be provided to the City which provides a narrative of the nature of the operating deficits that are being cured, including all necessary amounts to cure them. If the balance in the Operating Reserve Account falls below the amount required to pay three (3) months of operating expenses and three (3) months of mandatory debt service payments, then Borrower shall apply net cash flow, when and if available, or other funds, to the replenishment of Operating Reserves until the Target Balance is achieved.

At or before the Conversion Date, Borrower shall establish an interest-bearing account to be known as the Capital Replacement Reserve Account. Annually prior to March 31 of each year, Borrower shall deposit into the Replacement Reserve Account an amount equal to a minimum of two hundred fifty dollars ($250) per unit but shall not exceed five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Tax Credit Investor or Senior Lender and approved by City. The funds in the Capital Replacement Reserve Account shall be held in an interest-bearing account, and any earnings shall become and remain a part of the Replacement Reserve. The Borrower may withdraw funds from the Capital Replacement Reserve Account solely to replace or maintain Project assets that have a useful life of more than one (1) year in accordance with Generally Accepted Accounting Principles ("**GAAP**"), and have been or will be depreciated on the Partnership Tax Return, Form 1040P, filed with the Internal Revenue Service by the Borrower's accountant. Promptly following any withdrawals from the Capital Replacement Reserve Account, written notice shall be provided to the City which provides a narrative of the nature of the repairs that are being made, including all necessary amounts to repair them. Borrower shall not withdraw funds from the Capital Replacement Reserve Account for any other purpose without the prior written approval of the City. Projected Operating and Capital Replacement Reserve amounts are identified in the Operating Pro forma, attached hereto as **Exhibit B**.

2.12 **NON-RECOURSE**. Except as provided below, the Borrower, and the Borrower's partners, officers, directors, employees and agents, shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the City HOME-ARP Loan or the performance of the covenants of the Borrower under the City HOME-ARP Loan Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the City HOME-ARP Promissory Note and defaults by the Borrower in the performance of its covenants under the City HOME-ARP Loan Deed of Trust shall be to the property described in the City HOME-ARP Loan Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the City HOME-ARP Promissory Note and of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the City HOME-ARP Promissory Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the City HOME-ARP Promissory Note and the performance of the Borrower's obligations under the City HOME-ARP Loan Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower's obligation to indemnify the City under this Agreement, or liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may

create liens on the Borrower's interest of the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the City HOME-ARP Loan Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Project.

2.13 **SUBORDINATION**. The City HOME-ARP Loan Deed of Trust shall be subordinated to each lien securing a Senior Loan (a "**SENIOR LIEN**") and to other liens securing financing set forth in the Budget or as otherwise approved in writing by the Housing Director, if any, but only on condition that all of the following conditions are satisfied:

A, All the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

B. The subordination agreement(s) must be structured to minimize the risk that the City HOME-ARP Loan `Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

C. The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

ARTICLE 3 CITY HOME-ARP LOAN DISBURSEMENT

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of HOME-ARP Funds, or take any other action under the City HOME-ARP Loan Documents, unless the following conditions precedent are satisfied prior to the disbursement of HOME-ARP Funds:

A. Borrower has acquired title to the Property;

B. There exists no Event of Default or any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

C. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the City HOME-ARP Loan Documents, including but not limited to an ALTA Lender's policy of title insurance in the amount of One Million Two-Hundred Thousand Dollars ($1,200,000) from a title insurance company approved by the Lender in a form reasonably acceptable to Lender;

D. Borrower has provided to Lender certificates of insurance as specified in the insurance requirement provisions set forth in **Exhibit C**;

E. Borrower has secured all final permits (or ready to issue letter upon payment of fees), entitlements and approvals required by all permitting and regulatory authorities and jurisdictions in connection with the Project; and

F. Borrower has complied with all reporting requirements set forth in this City HOME-ARP Loan Agreement, including, but not limited to, Section 3.2 and Section 5.11, as applicable, as well as all reporting requirements set forth in the other City HOME-ARP Loan Documents.

3.2 **DISBURSEMENT OF HOME-ARP FUNDS.** Lender shall provide HOME-ARP Funds to Borrower only for eligible Project costs incurred by Borrower and approved by Lender in accordance with the Project Budget and disbursement schedule **(Exhibit B)**. HOME-ARP Funds subject to reimbursement to Borrower for eligible Project costs will be disbursed as incurred and after Borrower has submitted to Lender all Project cost and related documentation confirming cost eligibility and evidence of payment for which reimbursement is requested by Lender. Borrower may not request disbursement of HOME-ARP Funds until needed for payment of eligible Project costs in accordance with the Project Budget. The amount of each Borrower reimbursement request must be limited to the amount needed. Program income must be disbursed before Borrower requests funds from Lender. Disbursement of HOME-ARP Funds to Borrower shall not exceed a total of One Million Two-Hundred Thousand Dollars ($1,200,000).

HOME-ARP Funds shall be disbursed through periodic payments based upon construction costs incurred and construction work completed, as evidenced by documentation supporting the completed work signed by the Project architect and verified by Lender. Borrower shall submit to Lender disbursement requests ("**Written Disbursement Requests**") in writing no more frequently than one time per month. Written Disbursement Requests shall include itemized invoices corresponding to the Budget **(Exhibit B)**. Borrower shall also attach copies of receipts or other acceptable proof of payment by Borrower and that demonstrates date of payment. Lender reserves the right to request additional documentation as necessary to comply with Federal, state and local regulations, and Borrower shall comply with all such requests.

Written Disbursement Requests shall only be for items included in the Budget **Exhibit B** in the form of a signed Expenditure Summary Payment Request (ESPR) form attached hereto as **Exhibit F** or other form approved by Lender**.** Changes shall not be made to the Budget without the prior written consent of Lender. However, Lender's obligations shall in no event exceed the amount of One Million Two-Hundred Thousand Dollars ($1,200,000). All costs incurred in construction, development and operation of the Project shall be the responsibility and obligation solely of Borrower.

Notwithstanding the foregoing, as a special disbursement condition, Lender shall retain ten percent (10%) of HOME-ARP Funds until Borrower has completed the construction of the Project, as evidenced by a certificate of occupancy and recording of a notice of completion for the Property and provided beneficiary data for the five (5) HOME-ARP Assisted Units of the Project as required under the HOME-ARP Program, and all liens against the Property, if any, are released.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **COMMENCEMENT OF CONSTRUCTION.** Borrower shall commence construction of the Project no later 60 days from close of construction financing. In no event shall construction commence more than 12 months from the Effective Date of this City HOME-ARP Loan Agreement. Commencement of Project construction shall mean obtaining all final permits, entitlements and approvals required by all permitting and regulatory authorities and jurisdictions and commencing work at the Property on any task associated with a line item in the Budget that requires a permit, entitlement or approval. If Borrower fails to commence construction as set forth above, Lender may terminate this City HOME-ARP Loan Agreement pursuant to Article 8, below, without affording Borrower any opportunity to cure such default. Upon execution of this City HOME-ARP Loan Agreement and prior to closing on construction financing, Borrower shall provide City with the Project set-up information included herein as **Exhibit H**

(Rental Set-Up and Completion Form), necessary for City staff to enter Integrated Disbursement and Information System (IDIS) data, established by HUD.

4.2 **COMPLETION OF CONSTRUCTION.** Borrower shall diligently pursue construction of the Project to completion, in accordance with the Schedule of Performance attached hereto as **Exhibit G** and incorporated by this reference, subject to Section 4.14, and as may be modified from time to time as mutually agreed by the Borrower and the Housing Director in writing. In no event shall construction completion exceed 4 years from the effective date of this Agreement. Further, Borrower shall ensure that the HOME-ARP Assisted Units are occupied by eligible tenants no later than six (6) months after completion of construction. Borrower shall deliver to Lender proof of Project Completion as evidenced by, inter alia, the recording of a notice of completion for the Property and certificate(s) of occupancy issued by the City building official for the Project.

4.3 **FINANCING.** Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the Project.

4.4 **CONTRACTS AND SUBCONTRACTS.** All work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform such work or service in the State of California.

Unless otherwise approved by Lender, to ensure that all construction costs incurred are reasonable and appropriate, all contracts entered into for construction in connection with the Project ("**Construction Contract**") shall be the result of either competitive or negotiated bids.

All costs incurred in construction, development and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 **INSPECTIONS.** Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection of the Project site by Lender and by public authorities during business hours for the purposes of determining compliance with this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents.

4.6 **SITE SUPERVISION.** During the construction of the Project, Borrower shall maintain a full time Project site superintendent to supervise all construction work on the Property. The site superintendent shall be on-site at all times during construction work on the Property.

4.7 **CONSTRUCTION RESPONSIBILITIES.** Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including, but not limited to, the quality and suitability of the construction work described in the Budget **(Exhibit B)**, the supervision of construction work, and the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and property managers. To ensure compliance with all applicable labor code requirements, Borrower shall hire a labor compliance monitor. Any review or inspection undertaken by Lender with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the construction of the Project.

4.8 **BARRIERS TO THE DISABLED.** The Project shall be developed and the Property shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 U.S.C. 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within 30 days after Borrower has

completed the construction of the Project, Borrower shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the number, locations and type of accessible units and the accessibility features of those units.

4.9 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the construction or maintenance of the Project and shall comply with Federal regulations set forth in 24 CFR Part 35, subparts A, B, J, K, M and R, 29 C.F.R., 40 C.F.R., the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X (42 U.S.C., 4851, et seq.), the Lead-Based Paint Poisoning Paint Provision Act (42 USC 4821, et seq.), California O.S.H.A., California Health and Safety Code, and all other applicable Federal, state and County standards. Borrower shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Project which involve the application of paint or removal of asbestos.

4.10 **QUALITY OF WORK AND PROPERTY STANDARDS.** Borrower shall construct the Project in conformance with all applicable laws, including, but not limited to:

A. All applicable Federal, state and local statutes and regulations;
B. All applicable Federal, state and local building codes and zoning ordinances;
C. All permits, entitlements and approvals for the Project;
D. International Energy Conservation Code and applicable Federal, state and local energy conservation codes; and
E. Property standards set forth at 24 CFR 92.251.

4.11 **MECHANICS LIENS AND STOP NOTICES.** If any claim of lien is filed against the Property or a stop notice affecting the City HOME-ARP Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Lender may use such deposit to satisfy any claim or lien that is adverse to or against Borrower.

Borrower shall record a valid notice of cessation or notice of completion upon cessation of construction work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation on the part of Lender, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Property.

4.12 **COMPLIANCE WITH HOME AND HOME-ARP PROGRAM(S) AND OTHER FEDERAL REQUIREMENTS.** All requirements imposed on properties assisted under the HOME-ARP program as contained in 42 U.S.C. Sections 12701, et seq., 24 CFR Part 92, and HUD Federal Register Notice 86 FR 56764, *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*, HUD September 13, 2021, CPD Notice 21-10 (https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf), and all other implementing rules

and regulations governing the use of the HOME-ARP Funds (collectively, the "**HOME-ARP Regulations**") are incorporated herein by this reference. In the event of any conflict between this City HOME-ARP Loan Agreement and the HOME-ARP Regulations, the HOME-ARP Regulations shall govern, except in consideration of certain waivers and alternative requirements related and pursuant to Federal Register Notice 86 FR 56764.

The laws and regulations governing the use of the HOME-ARP Funds include (but are not limited to) the following:

A. OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110 and A-122.

B. Audit requirements. In accordance with 24 CFR 84.26 and 85.26, agencies that expend $500,000 or more in federal funds in a year as calculated therein must undergo a single audit in compliance with OMB Circular A-133.

C. Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

D. Handicap Discrimination. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibits discrimination against the handicapped in any federally assisted program.

E. Environmental Review. The provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.), and applicable related environmental authorities at 24 CFR 50.4, and HUD's implementing regulations at 24 CFR Parts 50 and 58.

F. Fair Housing. The requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations at 24 CFR Parts 100, 109 and 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.

G. Prevailing Wages. If applicable, Borrower shall comply, and cause all contractors and subcontractors to comply with (1) Davis-Bacon and Related Acts (40 U.S.C. 3141, et seq.); (2) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333); (3) Copeland Anti-Kickback Act (40 U.S.C. 3145); and (4) Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et. seq.).

H. Section 3. The work to be performed under this City HOME-ARP Loan is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The regulations are found at 24 CFR Part 75 ("**part 75**").

Borrower agrees to comply with HUD's regulations in part 75, which implement Section 3. Borrower agrees to comply with the requirements set forth in 24 CFR Sections 75.9 and 75.19, as applicable. As evidenced by their execution of this City HOME-ARP Loan, Borrower certifies that it is under no contractual or other impediment that would prevent it from complying with the part 75 regulations.

Borrower shall, and shall cause its contractors and subcontractors to, implement part 75 regulatory requirements as described herein, and shall conduct its business practices in a manner that provides records and reports consistent with HUD Section 3 reporting and compliance under covered contracts, including, but not limited to: 1) certifications, records and documentation confirming contractor and business qualification as a Section 3 Business Concern, if applicable; 2) certifications, records and documentation confirming workers' qualification and status as a Section 3 and/or Targeted Section 3 Worker; if applicable; c) certified payroll records, reports and documentation reflecting time and hours for all labor performed on Section 3 covered contracts, including hours for certified Section 3 and Targeted Section 3 workers, if and as applicable; and d) any such additional records, documents and reports that Lender may request to confirm compliance with part 75 requirements.

The Borrower shall, and shall cause each of its contractors and subcontractors to, include this Section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in such Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in part 75. The Borrower shall not contract with or permit its contractors to subcontract with any contractor or subcontractor where the Borrower has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in part 75.

In the event that Lender or HUD determines that it is necessary to deploy qualitative efforts in accordance with 24 CFR Sections 75.15(b) and/or 75.25(b), Borrower shall work in good faith with Lender in order to implement such qualitative efforts. Such efforts may include the qualitative efforts outlined in Lender's Section 3 Plan, Policies and Procedures, as it may be revised or amended from time to time. Lender's Section 3 Plan, Policies and Procedures are available upon request at HCD offices and provided electronically.

Noncompliance with HUD's regulations in part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I. Minority and Women's Business Enterprise. The requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e) whereby Borrower shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

J. Conditions for Faith-Based Organizations. Borrower shall comply with HOME regulations pertaining to faith-based activities set forth at 24 CFR 92.257.

K. Debarred Contractors. Borrower shall ensure that no contractors, subcontractors, or consultants in connection with the Project are debarred or otherwise prohibited from participation in a federal project pursuant to 2 CFR Part 2424. Borrower shall furnish Lender with evidence of compliance with this Section 4.12.K generated from the System for Award Management (SAM) at www.sam.gov.

L. Anti-Lobbying. Borrower hereby certifies that: (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of Borrower, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) Borrower shall require that the language of subparagraphs (1) and (2) of this paragraph (L) and the paragraph (M), immediately below, of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements), and that Borrower and all contractors and subcontractors shall certify and disclose accordingly.

M. Lobbying Certification. 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 section 1352, title 31, U.S.C. 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.

N. HUD Regulations. Any other HUD regulations present or as may be amended, or added in the future pertaining to HOME and/or HOME-ARP.

4.13 **RELOCATION.** If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits, including but not limited to the Uniform Relocation and Real Property Acquisitions Act of 1970, as amended, (42 USC 4601, et seq.) ("**URA**"), Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d)), regulations at 24 CFR Part 42 and 49 CFR part 24, and HUD Handbook 1378. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws. If, upon audit review by Lender or by any Federal agency, it is determined that additional relocation payments are due, then Borrower consents to make such payments. In the event Borrower does not make payments as requested by Lender, then this shall constitute an Event of Default, and Lender may require immediate repayment by Borrower to Lender of the City HOME-ARP Loan plus any and all relocation payments due. Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or **Exhibit C**, Borrower hereby agrees to indemnify, defend, and hold harmless Lender for any action brought against Lender arising out of any alleged failure to comply with relocation obligations with respect to this Project.

4.14 **UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this City HOME-ARP Loan Agreement by a Party shall be extended for a period equal to the period of any delay directly affecting such Party which is in no way attributable to the acts or omissions of such Party and is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; pandemics or epidemics and applicable government-mandated quarantine restrictions; freight embargoes, or other events beyond the reasonable control of, and in no way attributable to the acts or omissions of, such Party claiming the delay (the foregoing, collectively "**Force Majeure Events**"). An extension of time for any of the above-specified Force Majeure Events will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of such Force Majeure Events, and such extension of time is either accepted by the other Party in writing, or is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. Times of performance under this City HOME-ARP Loan Agreement may otherwise be extended only by the mutual written agreement of Lender and Borrower, duly executed by both Parties. Notwithstanding the foregoing or any other provision of this City HOME-ARP Loan Agreement or any other City HOME-ARP Loan Document, the Borrower shall immediately repay to Lender all HOME-ARP funds invested in Units that are not rented to eligible Qualifying Households or

Low-Income Households, as applicable, within twelve (12) months of Project Completion, and the time for such performance shall not be subject to extension due to Force Majeure Events or otherwise, or subject to cure.

4.15 **DEVELOPER FEE**. The City shall limit the cash developer fee plus any deferred developer fee repaid in a priority position ahead of residual receipts up to a total of $2,500,000. Any amount of developer fee above $2,500,000 shall be contributed as general partner equity or structured as a deferred developer fee solely repaid out of the Borrower's share of residual receipts. The maximum developer fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower) for development and construction management services approved by the City may be revised from time to time by the Housing Director. Except for the developer fee, the fees set forth in the definition of "OPERATING EXPENSES" as set forth in Section 1 of this City HOME-ARP Loan Agreement, compensation paid under the construction contract for the Project, compensation paid under the management agreement for the development, and compensation paid under the services agreement for the development, no compensation from any source shall be received by or be payable to the Borrower, any entity Controlled by the Borrower or any general partner of Borrower in connection with the provision of development and construction management services for the construction of the Project.

ARTICLE 5 OPERATION

5.1 **OPERATION OF PROJECT**. Borrower shall operate and manage the Project after Project Completion in full conformance with the terms of the City HOME-ARP Loan Regulatory Agreement.

Borrower shall maintain and operate the HOME-ARP Assisted Units so as to provide decent, safe, and sanitary housing, and shall provide the HOME-ARP Assisted Units with the same level of services (including security, if used for other dwelling units), amenities, and maintenance as are applied to the other dwelling Units in the Project. Optional services provided must be available to all Project residents under the same terms and conditions.

Borrower agrees that during the Term of the HOME-ARP Loan Regulatory Agreement, Lender shall have the right to review, approve and request material changes to the Management Plan as described in Section 5.2, below, the operation of the Project and property management entity, in order to preserve the affordability, physical appearance and condition of the Project. Any changes to the Management Plan requested by Lender and not reasonably disapproved by Borrower within thirty (30) days after Borrower's receipt of such request shall be deemed approved and shall be implemented by Borrower.

5.2 **MANAGEMENT PLAN**. In the leasing and operation of the Project, Borrower shall manage and operate the HOME-ARP Assisted Units in accordance with a Management Plan ("**Management Plan**") approved by the City's Housing Director. No change shall be made to the Management Plan without Lender's prior written approval in each instance.

5.3 **AFFIRMATIVE MARKETING PLAN.** In the marketing of the Project, Borrower shall comply with the affirmative marketing provisions of the Management Plan. The Management Plan shall include information on affirmative marketing efforts and compliance with fair housing laws. At a minimum, the Project must at all times during the Term meet the affirmative marketing requirements set forth in 24 CFR 92.351, as such may be amended from time to time.

5.4 **TENANT SELECTION**. In the selection of tenants, Borrower shall comply with the written tenant selection provisions that comply with 24 C.F.R. section 92.253 (d), as amended from time to

time. The Tenant Selection Plan shall be incorporated into Borrower's Management Plan. The Tenant Selection Plan, attached hereto and incorporated by this reference as Exhibit I, is subject to final approval by the Lender.

Borrower shall rent the HOME-ARP Assisted Units to Qualifying Populations according to the Tenant Selection Plan. Borrower shall verify each prospective HOME-ARP Assisted Unit tenant's eligibility as a Qualifying Household and shall require from each prospective HOME-ARP Assisted Unit tenant income documentation as described in the City HOME-ARP Loan Regulatory Agreement. In selecting tenants for residence of the HOME-ARP Assisted Units, Borrower may utilize and coordinate with the County Coordinated Entry System (the "**CoC**"), Homeless Management Information System (HMIS) and rent HOME-ARP Assisted Units to members of HOME-ARP Qualifying Populations. However, the CoC will not be the exclusive referral partner, referrals may be accepted by the Borrower from other agencies that serve the qualifying populations as well as any individual wishing to apply for tenancy. All referrals received will be given priority based solely on the order of the date and time of their application submission. Borrower will create a waiting list. Applicants for occupancy in HOME-ARP units must submit a completed application that provides sufficient information to be placed on the waiting list. Placement on the waiting list does not indicate the applicant will be eligible for occupancy – a final determination must be made when the applicant is selected from the waiting list.

5.5 **INCOME CERTIFICATION**. The Annual Income levels and other qualifications of applicants for HOME-ARP Assisted Units shall be certified by Borrower no earlier than sixty (60) calendar days prior to the Qualifying Household's expected occupancy of a HOME-ARP Assisted Unit and recertified annually thereafter by the Borrower. If the household size of a Qualifying Household occupying a HOME-ARP Assisted Unit changes, the Borrower may request additional information and documentation to determine eligibility.

A. Initial Annual Income Verification. Before a Qualifying Household occupies a HOME-ARP Assisted Unit, the Borrower shall verify that the Annual Income provided in an Annual Income certification for such Qualifying Household is accurate by taking both of the following steps as a part of the verification process, and this Initial Annual Income Certification will serve as basis for determining the tenant rent portion for payment of monthly rent, not for determining such Qualifying Household's income eligibility to reside in the HOME-ARP Assisted Unit:

(1) Third-Party Verification: Borrower shall contact all third parties in writing (*e.g.*, employer, Social Security Administration, public assistance agency) to request that such third parties provide information in writing to verify such Qualifying Household's Annual Income. Written requests and responses are required; and

(2) Review of Documents: Borrower shall require such Qualifying Household to provide documents verifying such Qualifying Household's Annual Income (*e.g.*, pay stubs, tax returns), and shall then retain such documents in the Project files.

B. Annual Income Recertification. At the time of such Qualifying Household's lease renewal, or pursuant to an annual schedule adopted by the Borrower, and no later than the one-year anniversary of the initial Annual Income verification for such Qualifying Household, and annually thereafter, Borrower shall recertify the Annual Income of each Tenant occupying a HOME-ARP Assisted Unit using the method as described in Section 5.5.A, above.

C. Household Income. Household income of HOME-ARP rental unit tenants must be determined following the requirements at 24 CFR 5.609 (Section 8/HCV income calculation), unless the household is assisted by a state or federal project-based rental subsidy or receiving federal tenant-based

rental assistance. When a unit is assisted by a state or federal project-based rental subsidy or a household is receiving a federal tenant-based subsidy (e.g., Housing Choice Voucher), then the income determination of the public housing agency, Section 8 project owner, or CoC subrecipient's determination of income must be accepted by the Project Owner in accordance with 24 CFR 92.203(a)(1).

5.6 **INITIAL LEASING THE PROJECT**. Before leasing any Unit, Borrower shall submit its proposed form of lease for Lender's review and approval ("**Lease**"). The term of the Lease shall be for no less than one year and shall not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), as may be amended from time to time. No rent increase shall occur at any time during the term of the Lease. Any termination of the Lease or refusal to renew must be in conformance with 24 C.F.R. 92.253(c) and must be preceded by not less than 30 days prior written notice to the tenant by the Borrower specifying the grounds for such action. 30 days prior to leasing the HOME-ARP-Assisted Units in the Project, Borrower shall submit its proposed HOME-ARP-Assisted Units rents and utility allowance schedule to Lender for Lender's review and approval. Within six (6) months of Project Completion ("**Occupancy Deadline**"), Borrower shall lease all five (5) HOME-ARP-Assisted Units to Qualifying Populations and shall deliver to Lender detailed occupancy data and demographic information on the tenants occupying the HOME-ARP-Assisted Units.

In the event that any HOME-ARP-Assisted Unit is not occupied by a Qualifying Populations as of the Occupancy Deadline ("**HOME-ARP-Assisted Unit Vacancy**"), Borrower may cure such breach by (i) providing to Lender within five (5) days after the Occupancy Deadline written notice of each such HOME-ARP-Assisted Unit Vacancy, (ii) providing to Lender within ten (10) days after the Occupancy Deadline a detailed record of Borrower's marketing efforts with respect to the Project and the HOME-ARP-Assisted Units, and (iii) comply with all of Lender's requests for additional information pertaining to such marketing efforts.

In the event that any HOME-ARP Assisted Unit is not occupied by a Qualifying Population household, within eleven (11) months after the date of Project Completion ("**Occupancy Default Deadline**"), such occurrence shall constitute an Event of Default by Borrower hereunder. On or before the date that is three (3) days after the last day of the eleventh (11th) month after the date of Project Completion, Borrower shall provide to Lender written notice of each such HOME-ARP-Assisted Unit Vacancy. Within five (5) days of receipt of such notice of HOME-ARP-Assisted Unit Vacancy from Borrower, Lender shall give written notice to Borrower of such Event of Default in accordance with Section 6.2, below, and Borrower shall have the opportunity to cure such Event of Default before the last day of the twelfth (12th) month after the date of Project Completion.

Notwithstanding any other provision of this City HOME-ARP Loan Agreement, or of any provision of any other City HOME-ARP Loan Document or subordination agreement, to the contrary, Borrower shall immediately repay to Lender, upon Lender's request, all HOME-ARP Funds invested in Units that are not rented to eligible Qualifying Households or Low-Income Households, as applicable, within twelve (12) months of Project Completion.

5.7 **AFFORDABILITY RESTRICTIONS**. Five (5) Units in the Project shall be designated by Borrower as HOME-ARP-Assisted Units. The HOME-ARP Assisted Units shall only be occupied by Qualifying Households, as set forth in the City HOME-ARP Loan Regulatory Agreement, and the Project shall meet the following standards:

A. Each of the HOME-ARP Assisted Units shall be similarly constructed and of comparable quality to all other Units in the Project; and

B. Provide tenants access and enjoyment of all common areas and facilities of the Project on the same basis as tenants of other Units.

5.8 **HOME-ARP-ASSISTED UNIT RENTS**. Rents for HOME-ARP Assisted Units shall be limited to Qualifying Rents as set forth in the City HOME-ARP Loan Regulatory Agreement. When a HOME-ARP Assisted Unit is receiving project-based rental assistance or a household is receiving tenant-based rental assistance, the household contribution is the contribution required by the applicable assistance program.

5.9 **CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY**. Any conflicts between the restrictive provisions contained in this City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, the City HOME-ARP Loan Deed of Trust, the City HOME-ARP Loan Regulatory Agreement, and any other agreements in connection with the City HOME-ARP Loan which affect the Property are to be resolved by applying the more restrictive covenants or restrictions herein or therein.

5.10 **NONDISCRIMINATION**. Borrower shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any basis prohibited by law. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination and equal opportunity in housing.

5.11 **RECORDS AND REPORTS**. Borrower shall be accountable to Lender for all HOME-ARP Funds disbursed to Borrower pursuant to the City HOME-ARP Loan Documents. Borrower agrees to maintain records that accurately and fully reflect the date, amount, purpose, and payee of all expenditures for expenditures reimbursed from HOME-ARP Funds, and to keep all invoices, receipts, and other documents related to such expenditures reimbursed by HOME-ARP Funds for five (5) years after Project Completion. On each last day of July during the Term following Project Completion, Borrower shall submit reports to Lender with information regarding tenant income, rent and Unit inspection information. Tenant income, rent, Unit inspection information, and all records related to revenue received in connection with the Project must be kept until five (5) years after the Affordability Period ends. Borrower shall keep all such records accurate and current. Borrower shall retain all records of individual tenant income verifications, project rents, and project inspections for five (5) years after the creation of such records, including such records created less than five (5) years prior to the expiration or termination of this Agreement. This Section 5.11 shall survive the termination or expiration of this City HOME-ARP Loan Agreement.

Borrower shall promptly comply with all requirements and conditions of the City HOME-ARP Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly provide to Lender, upon the request of Lender, any and all information and documentation which involves the Project, and shall cooperate with Lender in the development and oversight of the Project.

Borrower shall submit quarterly to Lender written Project construction progress reports in the form of a signed Quarterly Accomplishment Report form attached hereto as **Exhibit E** or other form approved by Lender**.** Borrower will also provide an updated construction schedule on a quarterly basis commencing upon the Effective Date and concluding upon Project Completion.

Within 30 days following Project Completion, Borrower shall submit to Lender records of all permits, entitlements and approvals, inspections and sign-offs required by all permitting and regulatory authorities and jurisdictions.

Copies of the Certificate of Occupancy shall be submitted by Borrower to Lender upon receipt of same by Borrower.

Data on the initial lease-up of the HOME-ARP Assisted Units sufficient to close-out the Project in the federal Integrated Disbursement and Information System shall be submitted by Borrower to Lender within 10 days following the first date on which all of the HOME-ARP Assisted Units are subject to fully executed leases.

5.12 **REVERSION OF ASSETS**. Upon the expiration or termination of this City HOME-ARP Loan Agreement, the Borrower shall transfer to the LENDER all HOME-ARP funds it has on hand at the time of expiration or termination, and all accounts receivable attributable to the use of such funds, if any.

5.13 **REPORT ON OCCUPANCY BY VETERANS**. In addition to the requirements set forth above in this Section 5.11, on or before July 31st of each year during the Term of this Agreement, the Borrower shall submit directly to the City, a report approved by the City, on the number of HOME-ARP Assisted Units that were occupied by veterans during any portion of the immediately preceding calendar year.

5.14 **AUDITS**. Borrower shall conduct annual audits in accordance with 24 CFR 84.26 and 85.26, and OMB Circular A-133, and shall submit to Lender an Annual Financial Statement each year during the Term. Borrower shall make available to Lender for examination at reasonable intervals and during normal business hours all books, accounts, reports, files, data, and other papers and property with respect to all matters covered by these City HOME-ARP Loan Documents, and shall permit Lender to audit, examine, and make excerpts and transcripts from such records. Lender may make audits of any conditions relating to the City HOME-ARP Loan.

Lender shall notify Borrower of any records Lender deems to be insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall submit a written request to Lender for an extension specifying the requested additional time, explaining in detail the reason such extension is necessary, and providing supporting documentation evidencing the necessity of the requested extension; provided that Borrower shall begin to correct the deficiency with within such initial fifteen (15) day period, and shall diligently proceed to correct the deficiency as soon as possible. Lender shall respond to such extension requests within fifteen (15) days of Lender's receipt of such extension request.

5.15 **ENCUMBRANCE OF PROPERTY**. Except as otherwise provided in this City HOME-ARP Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender or as shown on the Budget. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien on or attached to the Property whether by voluntary act of Borrower, operation of law, or otherwise.

5.16 **TRANSFERS**.

A. Borrower has not made or created, and shall not at any time during the Term make or permit any sale, assignment, conveyance, or other transfer of the Property, the Project, this City HOME-ARP Loan Agreement, or of any of Borrower's rights or obligations hereunder, whether by operation of law or otherwise, including, but not limited to, the sale or transfer of any partnership interests, or other change of control of Borrower or merger involving Borrower, without the prior written consent of Lender in each instance.

B. Notwithstanding the foregoing, the following permitted transfers shall be permitted and are hereby approved by the City (each a "**Permitted Transfer**"):

(i) Any transfer related to any loan or grant listed in Budget.

(ii) Any transfer directly resulting from the foreclosure of a lien of loan set forth in the Budget or the granting of a deed in lieu of foreclosure of a lien of a loan set forth in the Budget.

(iii) Any transfer of stock or equity in any party that does not change management or operational control of the Borrower, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

(iv) The lease of residential units in the Project consistent with this City HOME-ARP-Loan Agreement and the City HOME-ARP Loan Regulatory Agreement.

(v) The granting of easements for the development of the Project.

(vi) The admission of the Tax Credit Investor as a limited partner(s) of the Borrower for the purposes of syndicating the low income housing tax credits to obtain the tax credit equity, and the transfer and sale of limited partnership interests in Borrower while the Borrower is in the form of a limited partnership.

(vii) In the event that any general partner of the Borrower, while the Borrower is in the form of a limited partnership, is removed by the Tax Credit Investor for cause following default under the Partnership Agreement, the transfer of any general partner interest to a 501(c)(3) tax exempt nonprofit corporation or affiliate selected by the Tax Credit Investor and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.

(viii) The grant and exercise of a right of first refusal in connection with the tax credit syndication of the Project

(ix) The transfer of the Project from Borrower, while the Borrower is in the form of a limited partnership, to one or more of the general partners of the Borrower or their affiliates at the end of the tax credit compliance period for the Project.

(x) Any dilution of a general partner's interest in the Borrower while the Borrower is in the form of a limited partnership, in accordance with the Borrower's Partnership Agreement.

5.17 **ANNUAL OCCUPANCY SUITABILITY CERTIFICATION**. The Borrower shall annually certify to Lender that all HOME-ARP Assisted Units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the City to meet the requirements of 24 CFR 92.251.

5.18 **FEES, TAXES, AND OTHER LEVIES**. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate legal proceedings, and (b) upon request by Lender, Borrower deposits with Lender any funds or other forms of assurance requested by Lender in good faith from time to time to protect Lender from the consequences of such contest being unsuccessful.

5.19 **DAMAGE TO PROPERTY**. If any building or improvement erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its sole cost and expense, diligently undertake to repair or restore said buildings or improvements consistent with the original plans and specifications for the Project, if Lender reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after such damage or loss occurs, and shall be completed within one year thereafter, subject to any extensions of time granted pursuant to the provisions of Section 4.14, above. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs and restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall be responsible for paying for the deficiency.

If Lender determines that such restoration or repair is not economically feasible, then Lender may declare an Event of Default pursuant to Section 8.1.G, below, which Borrower shall not have opportunity to cure, and, upon request by Lender to repay the then-outstanding principal of and all interest on the City HOME-ARP Loan, Borrower shall apply all available insurance proceeds thereto until the City HOME-ARP Loan is repaid, subject to the rights of Senior Lenders.

5.20 **EQUAL EMPLOYMENT OPPORTUNITY**. Borrower and all contractors, subcontractors, and professional service providers for the Project shall comply with all requirements concerning equal employment opportunity. Borrower and all contractors, subcontractors, and professional service providers for the Project shall comply with all requirements concerning equal opportunities for business and lower-income persons (referred to as the Section 3 clause of the HUD Act of 1968, 12 U.S.C. 1701u).

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 **INDEMNITY.** The Borrower agrees to indemnify, defend (with counsel reasonably approved by Lender) and hold harmless the Lender and its authorized elected officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any

costs or expenses incurred by the Lender on account of any claim except where such indemnification is prohibited by law. The Borrower's indemnification obligation does not apply to the Lender's gross negligence or willful misconduct.

6.2 **INSURANCE.** Borrower shall comply with the insurance provisions set forth in **Exhibit C.**

6.3 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officials, officers, representatives, directors, employees, or agents of Lender shall be personally liable to Borrower for any obligation created hereunder or under any of the other City HOME-ARP Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Borrower hereby represents and warrants that, as of the Effective Date and except as previously disclosed by Borrower to Lender in writing and acknowledged in writing by Lender, or as disclosed in the written reports based on environmental audit(s) performed on the Property and submitted to Lender by Borrower, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, and administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("**Hazardous Materials Laws**"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property), or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under California former Health and Safety Code Sections 25100, et seq., or regulations adopted in connection therewith.

7.2 **NOTIFICATION TO LENDER.** Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Property during the Term requiring or which may require notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge of Borrower, or of any of Borrower's officials, officers, representatives, partners, employees, or agents that the Property is not in compliance with any Hazardous Materials Laws at any time during the Term; (c) the receipt by Borrower of notice of any Hazardous Materials claims during the Term; and (d) the discovery by or knowledge of Borrower or of any of Borrower's officials, officers, partners, representatives, employees, or agents, at any time during the Term, of any occurrence or condition on the Property, or on any real property located within 2,000 feet of the Property, that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under former California Health and Safety Code Sections 25100, et seq., or regulations adopted in connection therewith.

7.3 **USE AND OPERATION OF PROPERTY.** Borrower shall not, and shall not permit any of its agents, employees, or contractors, or any other person to, use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. At all times during the Term, Borrower shall comply and shall cause the Project and the Property to be in compliance with Hazardous Materials Laws.

7.4 **REMEDIAL ACTIONS.** If Borrower or any of Borrower's officials, officers, partners, representatives, employees, or agents knows or has reason to know of the presence of any Hazardous

Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal and other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency, or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest as described below.

7.5 **RIGHT OF CONTEST.** Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws, and such contest shall not be deemed to constitute an Event of Default, if: (a) such contest is based on a material question of law or fact raised by Borrower in good faith and reasonably objectively substantiated, (b) Borrower promptly commences and thereafter diligently pursues such contest, (c) such contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) upon request by Lender, Borrower deposits with Lender any funds or other forms of assurance requested by Lender in good faith from time to time as Lender determines appropriate to protect Lender from the consequences of such contest being unsuccessful and to cover the costs of any remedial action then reasonably necessary.

7.6 **ENVIRONMENTAL INDEMNITY.** Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or **Exhibit C**, Borrower shall defend, indemnify, and hold Lender free and harmless against all claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this City HOME-ARP Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "**Event of Default**" under this City HOME-ARP Loan Agreement:

A. Monetary. (1) Borrower's failure to pay within ten (10) days of when due any sums payable under the City HOME-ARP Promissory Note or any advances made by Lender under the City HOME-ARP Loan Deed of Trust or this City HOME-ARP Loan Agreement; (2) Borrower's use of HOME-ARP Funds for costs other than approved construction costs or for uses inconsistent with other terms and restrictions in the City HOME-ARP Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this City HOME-ARP Loan Agreement; (4) Borrower's failure to make any other payment or assessment within ten (10) days of when due under the City HOME-ARP Loan Documents; (5) Borrower's failure to pay taxes when due; (6) Borrower's default under other debt secured by the Property after the applicable notice and cure periods have expired;

B. Construction. (1) Borrower's material deviation from the Budget, without Lender's prior written consent; (2) the use of defective or unauthorized materials or defective workmanship in constructing the Project; (3) Borrower's failure to commence or complete construction pursuant to Section 4.1 or 4.2, above; (4) the cessation of construction prior to completion of the Project for a period of more than thirty (30) consecutive calendar days without prior written approval from Lender; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's request; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing construction, development, or operation of the Project, including, but

not limited to, provisions of this City HOME-ARP Loan Agreement pertaining to affirmative action and equal employment opportunity, minority and women-owned business enterprises, disabled access, lead paint, Hazardous Materials, and provision or relocation benefits and assistance;

C. Operation. (1) Discrimination by Borrower on any basis prohibited by this City HOME-ARP Loan Agreement or applicable law, or (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that have the effect of invalidating, reducing the priority of, or materially impairing the value of the City's interest in the Security (as defined in the City HOME-ARP Loan Deed of Trust);

D. General performance of City HOME-ARP Loan obligations. Any breach by Borrower of any provision of any of the City HOME-ARP Loan Documents and which, if subject to cure, is not cured by Borrower within the applicable cure period;

E. General performance of other obligations. Any breach by Borrower of any provision of any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Lender is a party to such agreement, and which breach may materially impair Lender's interest in the Security (as defined in the City HOME-ARP Loan Deed of Trust);

F. Representations and warranties. A determination by Lender that the Security has or will be materially impaired due to the fact that any of Borrower's representations or warranties made in the City HOME-ARP Loan Documents, or in any certificates, documents, or schedules supplied to Lender by Borrower, were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to or failure to maintain Property. Material damage to or destruction of the Property by fire or other casualty if Borrower does not take steps to reconstruct the Project as required by the City HOME-ARP Loan Documents or if Borrower fails to maintain the Property pursuant to Section 5.1, above;

H. Bankruptcy, dissolution, and insolvency. Borrower's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

I. Program compliance. Any non-compliance with HOME-ARP Program requirements by or on behalf of Borrower, including, but not limited to, the provisions of Section 4.12 and the City HOME-ARP Loan Regulatory Agreement pursuant to the HOME Investment Partnerships Program Final Rule at 24 CFR Part 92, and other Federal requirements set forth at 24 CFR 92 Subpart H and in the HOME-ARP Notice. Borrower shall be required to repay the funds disbursed to Borrower hereunder if the Project does not meet the requirements set forth in the HOME-ARP Notice for the time period specified therein, and such an Event of Default shall not be subject to cure.

J. Relocation Benefits. Failure to make any payments requested by Lender pursuant to Section 4.13, above.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) whether the Event of Default is subject to cure, and the action required to cure the Event of Default, if applicable, and (c) a date, which shall not be less than thirty (30) calendar days from the date of such notice or the date such notice was refused, by which such action to cure must be taken, or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such cure to completion within the additional period of time specified by Lender in such notice, and in no event later than the date that is ninety (90) days after the date of such notice. The Lender has the sole discretion to determine reasonable time needed to cure.

8.3 **LENDER'S REMEDIES.** Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default, if applicable, within the time specified in Section 8.2 above, Lender's obligation to disburse HOME-ARP Funds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the City HOME-ARP Loan Documents and applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this City HOME-ARP Loan Agreement, in which event the entire principal amount outstanding and all interest under the City HOME-ARP Promissory Note, as well as any other monies advanced to Borrower by Lender under the City HOME-ARP Loan Documents, including, but not limited to, administrative costs and relocation benefits described in Section 4.13, above, shall immediately become due and payable by Borrower at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the City HOME-ARP Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the City HOME-ARP Loan, and demand immediate full payment of the principal amount outstanding and all interest under the City HOME-ARP Promissory Note, as well as any other monies advanced to Borrower by Lender under the City HOME-ARP Loan Documents plus associated amounts due, such as relocation benefits described in Section 4.13, above;

D. Enter the Property and take any actions necessary in Lender's judgment to complete construction of the Project, including without limitation (1) making changes in the construction work as described in the Budget or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve Lender's interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Order immediate stoppage of construction work and demand that any condition leading to the Event of Default be corrected before construction work may continue;

G. Disburse from City HOME-ARP Loan proceeds any amount necessary to cure any monetary default;

H. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the City HOME-ARP Loan Deed of Trust and apply them to operate the Property or to pay off the City HOME-ARP Loan or any advances made under the City HOME-ARP Loan Documents, as provided for by the City HOME-ARP Loan Deed of Trust;

I. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the City HOME-ARP Loan Deed of Trust;

J. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

K. Pursue any other remedy allowed at law or in equity. Nothing in this Section 8.3 is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the City HOME-ARP Loan Deed of Trust in the Event of Default by Borrower and failure to cure, if applicable, as provided in Section 8.2, above.

Notwithstanding the foregoing or any other provision of this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents, in accordance with 2 CFR 200.338, suspension or termination of this City HOME-ARP Loan Agreement may occur if Borrower materially fails to comply with any term of this City HOME-ARP Loan Agreement.

ARTICLE 9 GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these City HOME-ARP Loan Documents and the City HOME-ARP Loan Regulatory Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the City HOME-ARP Loan Documents, (4) that the persons executing and delivering the City HOME-ARP Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for the City HOME-ARP Loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make the City HOME-ARP Loan.

9.2 **CONTRACT ADMINISTRATION.** The City's Housing Department will serve as the City's (or Lender's) administrator of the Project, this City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, and the HOME-ARP Loan Regulatory Agreement. The Housing Department is authorized to approve Budget revisions as authorized under Section 2.6 of this City HOME-ARP Loan Agreement, collect loan repayments, perform loan and Project monitoring functions, and other administrative duties.

9.3 **MONITORING AND EVALUATION.** Except as otherwise provided for in this City HOME-ARP Loan Agreement, Borrower shall maintain and submit records to Lender, within ten (10)

business days of Lender's request for the same, which clearly document Borrower's performance under each requirement under the City HOME-ARP Loan Documents.

9.3 **CONFLICTS OF INTEREST.** Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this City HOME-ARP Loan Agreement 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 personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section 9.3 is followed.

B. The conflict of interest provisions of Section 9.3(A), above, apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

9.4 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Lender or Borrower under this City HOME-ARP Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 **PUBLICITY.** Any publicity produced by Borrower for the Project during the term of the City HOME-ARP Loan and for one (1) year thereafter shall make reference to the contribution of Lender in making the Project possible. The words "The City of Oxnard" will be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews, and newspaper articles. Borrower further agrees to cooperate with authorized staff and officials of Lender in any Lender-generated publicity or promotional activities undertaken with respect to the Project.

9.6 **TERM OF THIS AGREEMENT.** The Term of this City HOME-ARP Loan Agreement shall commence as of the Effective Date, and shall remain in full force and effect for 55 years from issuance the date of recordation of a notice of completion.

9.7 **GOVERNING LAW.** This City HOME-ARP Loan Agreement and the other HOME-ARP Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.8 **STATUTORY REFERENCES.** All references in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Ventura shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.9 **TIME.** Time is of the essence in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents.

9.10 **CONSENTS AND APPROVALS.** Any consent or approval of Lender or Borrower required under this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents shall not be unreasonably withheld. All approvals provided under this City HOME-ARP Loan Agreement shall be in writing and executed by an authorized representative of the party granting such approval.

9.11 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified United States Postal Service mail, postage prepaid, return receipt requested, or delivered personally, to the respective principal offices of Borrower and Lender as follows:

LENDER:
City of Oxnard
Housing Department
435 South D Street
Oxnard, CA 930301
Attn: Housing Director

With copy to:
City of Oxnard
Office of the City Attorney
305 West Third Street
Oxnard, CA 93030
Attn: City Attorney

BORROWER:
Cypress Place at Garden City II, L.P.
c/o People's Self-Help Housing Corporation
1060 Kendall Road
San Luis Obispo, CA 93401
Attn: CEO and President

With copy to:
Goldfarb & Lipman LLP
1300 Clay Street
Eleventh Floor
Oakland, CA 94612
Attn: Lynn Hutchins

9.12 **BINDING UPON SUCCESSORS.** All provisions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of each of the Parties; provided, however, that this Section 9.12 does not waive the prohibition on assignment or transfer of this City HOME-ARP Loan Agreement by Borrower without Lender's prior written consent, as provided in Section 9.14, below.

9.13 **RELATIONSHIP OF PARTIES.** The relationship of Borrower and Lender under this City HOME-ARP Loan Agreement and with respect to the Project is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the City HOME-ARP Loan.

9.14 **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign or otherwise transfer, by operation of law or otherwise ("**Transfer**"), this City HOME-ARP Loan Agreement or any of the City HOME-ARP Loan Documents, or any of Borrower's rights or obligations hereunder or thereunder, except as expressly and specifically permitted herein, without the prior written consent of Lender except as provided in Section 5.16.B. Any unauthorized Transfer shall be voidable at the sole discretion of Lender.

9.15 **WAIVER.** Any waiver by Lender of any obligation in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower, or to pursue any remedy allowed under this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the City HOME-ARP Loan Documents shall not operate as a waiver of or release from any of the Borrower's obligations under the City HOME-ARP Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to constitute consent to any other or subsequent act or omission, or to waive the requirement for Lender's written consent for all future waivers.

9.16 **INTEGRATION.** This City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents, including all exhibits and attachments hereto and thereto, contain the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede any and all prior negotiations, representations, and agreements regarding same.

9.17 **OTHER AGREEMENTS.** Borrower represents that it has not entered into any agreements that are inconsistent with any provisions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents. Borrower shall not enter into any agreements that are inconsistent with any of the terms of this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents, without Lender's prior written consent in each instance.

9.18 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents must be in writing, and shall be valid only if duly executed by both Borrower and Lender.

9.19 **SEVERABILITY.** Each provision of this City HOME-ARP Loan Agreement is intended to be severable in the event that any provision of this City HOME-ARP Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in which case the validity, legality, and enforceability of the remaining provisions hereof shall not in any way thereby be affected or impaired.

9.20 **COUNTERPARTS.** This City HOME-ARP Loan Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

9.21 **EXHIBITS.** For avoidance of doubt the following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Sources and Uses/Budget Operating Proforma/Disbursement Schedule
Exhibit C: Insurance Provisions
Exhibit D: Qualifying Populations
Exhibit E: Quarterly Report
Exhibit F: Expenditure Summary Payment Request (ESPR)

Exhibit G: Schedule of Performance
Exhibit H: Rental Set Up and Completion Form
Exhibit I: Tenant Selection Plan
Exhibit J: Investor Rider

[Signatures appear on the following pages. No further text appears here.]

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

BORROWER:

Cypress Place at Garden City II, L.P.,
a California limited partnership,

By: Cypress Place at Garden City II LLC,
a California limited liability company,
Its: general partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation,
Its: sole member/manger

By:

_____ _____

Kenneth Trigueiro Date
Chief Executive Officer and President

[***Signature Page Continues***]

CITY:

CITY OF OXNARD

By:

Brenda Lopez Housing Director	Date

APPROVED AS TO FORM:

By:

Stephen M. Fischer City Attorney	Date

APPROVED AS TO INSURANCE:

By:

Lauren Bueling Risk Manager	Date

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF LOT 12 AND LOT 13, AS SAID LOTS ARE DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF GARDEN CITY ACRES BEING A SUBDIVISION OF LOT A AND A PORTION OF LOTS C AND D OF SUBDIVISION 83, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, VENTURA COUNTY, CAL.", IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 11, PAGES 104 AND 105 OF MISCELLANEOUS RECORDS (MAPS), DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL A AND PARCEL B AS DESCRIBED IN THE GRANT DEED RECORDED OCTOBER 15, 2020 AS INSTRUMENT NO. 20201015-00170280-0, OF OFFICIAL RECORDS OF SAID COUNTY, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12, SOUTH 0°02' EAST 98.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY LINE,

1ST	-	NORTH	89°59'58"	EAST	87.51	FEET; THENCE,
2ND	-	SOUTH	00°00'02"	EAST	74.18	FEET; THENCE,
3RD	-	NORTH	89°59'58"	EAST	154.30	FEET; THENCE,
4TH	-	NORTH	48°57'44"	EAST	37.15	FEET; THENCE,
5TH	-	NORTH	00°00'02"	WEST	93.80	FEET; THENCE,
6TH	-	NORTH	89°59'58"	EAST	120.90	FEET; THENCE,
7TH	-	NORTH	48°57'44"	EAST	144.60	FEET; THENCE,

8TH - NORTH 00°01'00" WEST 99.38 FEET TO THE NORTHERLY LINE OF SAID PARCEL B.

SAID LAND IS SHOWN AS LOT 2 OF LOT LINE ADJUSTMENT NO. OXLLA-20-310-09, RECORDED MARCH 13, 2023 AS INSTRUMENT NO. 2023000018527 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

A NONEXCLUSIVE EASEMENT, FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES, OVER THE WEST 300 FEET OF THE SOUTH 16 FEET OF THE NORTH 266.95 FEET OF LOT 13, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 11, PAGES 104 AND 105 OF MISCELLAENOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THE EAST 170 FEET OF THE SOUTH 8 FEET THEREOF.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR THE USE OF THE DRIVEWAY AND PARKING FACILITIES FOR VEHICULAR AND PEDESTRIAN ACCESS, PEDESTRIAN INGRESS AND EGRESS OVER THE PAVED WALKWAYS, SEWER, STORM DRAIN, AND UTILITY PURPOSES, AS GRANTED IN THE RECIPROCAL EASEMENT, JOINT USE AND MAINTENANCE AGREEMENT RECORDED MAY 30, 2024 AS INSTRUMENT NO. 2024000033419, OFFICIAL RECORDS OF SAID COUNTY. SUBJECT TO THE TERMS AND CONDITIONS SHOWN THEREIN,

APN 223-0-041-050, APN 223-0-041-075

EXHIBIT B

SOURCES AND USES/BUDGET OPERATING PROFORMA/ DISBURSEMENT SCHEDULE

*[*SOURCES AND USES/BUDGET OPERATING PROFORMA *TO BE INCLUDED IN FINAL EXECUTED AGREEMENT]*

DISBURSEMENT SCHEDULE

Percentage of Project Completion	Percentage of Funds Disbursed	Maximum Disbursement Amount
30%	**30%**	**$360,000**
60%	**30%**	**$360,000**
90%	**30%**	**$360,000**
100%	**10%**	**$120,000**
Total	**100%**	**$1,200,000**

Final 10% Disbursement to occur after issuance of certificate of occupancy is 100% occupied.

Eligible Loan Costs: HOME-ARP eligible hard and soft construction costs.

EXHIBIT C

INSURANCE PROVISIONS

Exhibit INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

1. Borrower 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 Borrower, 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 Borrower 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

3. Borrower 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 Borrower; products and completed operations of Borrower; premises owned, occupied or used by Borrower; or automobiles owned, leased, hired or borrowed by Borrower. 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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

1/23

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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

SAMPLE

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

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

EXHIBIT C

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( ) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-E.doc

EXHIBIT C

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-E.doc

EXHIBIT C

EXHIBIT D

QUALIFYING POPULATIONS

IV. QUALIFYING POPULATIONS, TARGETING AND PREFERENCES

ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations

1. Homeless, as defined in 24 CFR 91.5 *Homeless (1), (2), or (3):*

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
(ii) No subsequent residence has been identified; and
(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development

(GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 *At risk of homelessness:*

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit

that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.
Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2) A person with whom the victim shares a child in common;
3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
a. The length of the relationship;
b. The type of relationship; and
c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1) Fear for the person's individual safety or the safety of others; or
2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
(i) has Annual Income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs)

(ii) has Annual Income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

(A)Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C)Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G)Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

EXHIBIT E

QUARTERLY REPORT

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

Subrecipients of City of Oxnard HOME or HOME-ARP funds are required to complete this Quarterly Performance Report, in its entirety, 15 days after the end of each quarter. Indicate by checking the appropriate box below, which quarter you are reporting on.

Current Submission	Period	Due Date
☐	Quarter 1 (July 1, 2025 – September 30, 2025)	October 15, 2025
☐	Quarter 2 (October 1, 2025 – December 31, 2025)	January 15, 2026
☐	Quarter 3 (January 1, 2026 – March 31, 2026)	April 15, 2026
☐	Quarter 4 (April 1, 2026 – June 30, 2026)	July 15, 2026

GENERAL PROJECT INFORMATION

Project Information	
Developer	
Project Name	
HOME / HOME-ARP Allocation	$
Contact Person / Title	
Address	
City, State, Zip	
Phone / Fax	
Email Address	
UEI Number	
Project Location	

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

QUARTERLY UPDATE NARRATIVE

Briefly describe the accomplishments of this activity during the quarter. If your organization will not meet its accomplishment targets, construction goals, etc., as identified in Executed Agreement with the City of Oxnard, explain why and note any steps taken to remedy the situation.

CONTRACTOR INFORMATION

Please provide all contractor and subcontractor information below.

Contractor / Subcontractor	Address	City	Phone	Unique Entity Identifier Number	Contract Amount
					$
					$
					$
					$
					$
					$

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

REPORT SUBMISSION AND REVIEW CERTIFICATION

Developer / Subrecipient

As the authorized representative for the organization identified above, I certify that the reported information is true and accurate, and that source documentation, is available for review by the City of Oxnard and the U.S. Department of Housing and Urban Development with advanced notice.

Name/Title:	_____	**Submittal Date:**	_____
Signature:	_____	**Phone Number:**	_____

Please email your Quarterly Accomplishment Report to:

David Metchis, Program Manager
City of Oxnard / Housing Department
david.metchis@oxnard.org

*This form included in this Exhibit F may be amended from time to time by the City.

EXHIBIT F

EXPENDITURE SUMMARY PAYMENT REQUEST (ESPR)

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Organization:		**Invoice/Request #**	
Project:		**Date Submitted**	
Address:		**Check one:**	HOME ☐ HOME-ARP ☐ CDBG ☐
Contact Person:		**Agreement #**	
Phone:		**Month**	
Email:		**Draw #:**	
		Check one:	
		☐	Quarter 1 (July - Sept)
SUBMIT COMPLETED FORM TO:	David Metchis	☐	Quarter 2 (Oct. - Dec.)
Phone: 805-385-7932	Email: david.metchis@oxnard .org	☐	Quarter 3 (Jan. - March)
		☐	Quarter 4 (April - June)

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL LOAN BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD
Cat. 1 Construction Costs			$ -	
	TOTAL	$ -	$ -	$ -

☐ Check this box if this is the final payment. Any balances will be rescinded and returned to the City.

Certification

I certify to the best of my knowledge and belief that this report is true and complete, and accurate, and the expenditures, 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 omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, claims or otherwise. (U.S. Code Title 18. Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Manager / Fiscal Officer

Name	Title
Signature	Date

This form included in this Exhibit G may be amended from time to time by the City.

EXHIBIT G

SCHEDULE OF PERFORMANCE

Milestone	Date
Obtain approval of Major Downtown Design Review Permit (DDRP), Density Bonus Permit (Density Bonus Permit), and Lot Merger to allow for the construction of a 5-story, 88-unit mixed-use apartment building, located at 536-538 Meta Street (APNs: 201-0-213-080; 090; & 100)	Complete
Obtain NEPA and CEQA Environmental Clearance	Complete
Receive City HOME-ARP Funding Commitment.	2nd Quarter 2026
Insurance. Borrower shall furnish or cause to be furnished appropriate certificates of insurance and/or endorsements to City which meet all requirements of the Agreement.	2nd Quarter 2026 As a condition precedent to the close of escrow and execution of City HOME-ARP Loan Documents.
Submittal of Agreement. Borrower shall execute and submit the City HOME-ARP Loan Agreement Loan Documents to City's Housing Director for approval and execution.	2nd Quarter of 2026 At least Ten (10) days prior to close of escrow.
Deposit of Documents to Escrow. City and Borrower shall deliver City HOME-ARP Loan Regulatory Agreement and City HOME-ARP Loan Deed of Trust for recordation, for recordation in this order.	2nd Quarter of 2026 Not fewer than one (1) calendar day prior to close of Escrow.
City Form Submission. Borrower shall submit Rental Set Up and Completion Form to City Staff prior to close of construction financing.	2nd Quarter 2026 Prior to close of construction financing.
City Approval/Disapproval of Exceptions. City shall provide Developer with written notification of City's approval or disapproval of the exception(s) set forth in the preliminary report for the Properties.	2nd Quarter 2026 As a condition precedent to the close of escrow

Close of Escrow and Construction Financing. (All aforementioned milestones must occur prior to close of construction financing).	2nd Quarter 2026 Within five (5) days of notification by City to Escrow Holder that all Conditions Precedent are satisfied and/or waived
Begin Construction	Within 60 days of close of construction financing.
Quarterly Report. Submit Quarterly Report on Construction Progress by Borrower.	Quarterly following commencement of construction.
Construction Completion	2nd Quarter of 2028
Rental Set Up and Completion Form. Submit this form to City Staff after Issuance of a Certificate of Occupancy.	2nd Quarter of 2028
Lease Up. All HOME-ARP Assisted Units Leased and Occupied by Eligible Tenants.	Within 6 months of construction completion

For the purposes of this Schedule of Performance, the commencement date is the Effective Date of the City HOME-ARP Loan Agreement. The 1st quarter refers to the period of January through March, the 2nd quarter refers to the period of April through June, the 3rd quarter refers to the period of July through September, the 4th quarter refers to the period of October through December. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between Borrower and the Housing Director, and Housing Director is authorized on behalf of City to agree to make such revisions as they deem reasonably necessary. The Housing Director, in their sole discretion, may elect to bring to the City Council for consideration and action any modifications to this Schedule of Performance. It is understood that the Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in the Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any inconsistency between the Schedule of Performance and the text of the Agreement, the text shall govern. In the event the Housing Director deems it necessary to bring to City Council for consideration one or more modifications to this Schedule of Performance, the discretion to do so is expressly reserved by the Housing Director.

EXHIBIT H

RENTAL SET UP AND COMPLETION FORM

Rental Set Up and Completion Form
HOME-ARP Program (For single and multi-address activities)

Check the appropriate box: ☐ Original Submission ☐ Change Owner's Address ☐ Ownership Transfer ☐ Revision	Name and Phone Number of Person Completing Form:

Set Up Activity:

A. General Information.

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:

B. CHDO Questions.

1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CC)? (Y/N): (If Yes, STOP. DO NOT FILL OUT THIS FORM.)	2. Will the activity be funded with CR (Y/N)? _____ If yes, CHDO Acting As: (enter code) _____ (1) Owner (2) Sponsor (3) Developer
3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? _____ (If Y, answer Item 4.)	4. Is the activity going forward? (Y/N) (If Y, fill out the rest of the form. If N, only the cost information is needed.)

C. Objective and Outcome.

1. Objective (enter code): _____ (1) Create suitable living environments (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability

D. Special Characteristics.

1. Activity Location Type "Y" next to any that apply: (1)____CDBG Strategy Area (2)____Local target area (3)____Presidentially declared major disaster area (4)____Historic preservation area (5) ____Brownfield redevelopment area (6) ____Conversion of nonresidential to residential use (7) ____Colonia (For AZ, CA, NM, TX)	2. Will this activity be carried out by a faith-based organization (Y/N)?

E. Activity Information.

1. Activity Type (check one): (1) Rehab Only (2) New Construction Only (3) Acquisition Only (4) Acquisition & Rehab (5) Acquisition & New Construction	2. Property Street Address:			
3. City:	4. State:	5. Zip Code:	6. County Code:	Activity Estimates: 7. HOME Units: 8. HOME Cost:
9. Multi-Address (Y/N)?				

F. Property Owner or Developer Information. (Only applicable if this is a multi-address activity)

1. Property Owner or Developer Type (enter code): (1) Individual (2) Partnership (3) Corporation (4) Not-for-Profit (5) Publicly Owned (9) Other	2. Property Owner or Developer's Name:		
	3. Street Address:		
	4. City:	5. State:	6. Zip Code:

G. Activity Information. (If this is a multi-address activity, make copies of this form so that cost and beneficiary information is reported for each building (Sections H, I, J, K, and L))

1. Activity Type (enter code): _____ (1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only	2. Property Type (enter code): (1) Condominium (4) Apartment (2) Cooperative (5) Other (3) SRO	3. FHA Insured (Y/N) ?
4. Mixed Use (Y/N) ?	5. Mixed Income (Y/N) ?	6. Completed Units: Total Number: HOME-assisted Units:

H. Property Address. (For multi address activities)

1. Building Name:	2. Property Street Address:	3. City:	4. State:	5. Zip Code:	6. County code:

I. Units

1. Of the Units Completed, the number:	Total	HOME-assisted
Meeting Energy Star standards:	_____	_____
504-accessible:	_____	_____
Designated for persons with HIV/AIDS:	_____	_____
Of those, the number for chronically homeless:	_____	_____
Designated for the homeless:	_____	_____
Of those, the number for the chronically homeless:	_____	_____

J. Period of Affordability. If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability.
PJ-imposed period of affordability: _____ years

K. Costs.

1. *HOME Funds (Including Program Income)*		
(1) Amortized Loan	$	
(2) Grant	$	
(3) Deferred Payment Loan	$	
(4) Other	$	
(5) CHDO Loan	$	
Total HOME Funds		$
2. *Public Funds*		
(1) Other Federal Funds	$	
(2) State/Local Funds	$	
(3) Tax Exempt Bond Proceeds	$	
Total Public Funds		$
3. *Private Funds*		
(1) Private Loans	$	
(2) Owner Cash Contribution	$	
(3) Private Grants	$	
Total Private Funds		$
4. *Low-Income Housing Tax Credit Proceeds*		$
5. Activity Total or Total This Address		$

L. Household Characteristics. **(Use codes indicated below)**

				Household						
Unit #	# of Bedrooms	Occupant	Total Monthly Rent	Qualifying Population	% Med	Hispanic? Y/N	Race	Size	Type	Assistance Type

# of Bedrooms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Occupant
1 – Tenant
2 – Owner
9 – Vacant Unit

Qualifying Population
1 – Homeless
2 – At risk of Homelessness
3 – Fleeing Domestic Violence
4 – Veterans
5 – Other QP

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
21 – Other Multi Racial

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Assistance Type
1 – Section 8
2 – HOME TBRA
3 – Other federal, state, or local assistance

EXHIBIT I

TENANT SELECTION PLAN

This plan is intended to ensure ongoing compliance with all applicable laws, regulations, and program requirements. Notwithstanding the foregoing, the Lender reserves the right to amend, modify, supplement, or replace the Tenant Selection Plan from time to time, as may be necessary or advisable to reflect changes in laws, regulations, program guidelines, or other requirements, or to address operational needs.

[TENANT SELECTION PLAN TO BE INCLUDED IN FINAL EXECUTED AGREEMENT]

EXHIBIT J

INVESTOR RIDER

[June 1], 2026

The City of Oxnard, a municipal corporation ("**Lender**") has made a loan in the maximum principal amount of $1,200,000 (the "**Loan**") to Cypress Place at Garden City II, L.P., a California limited partnership ("**Borrower**") and the Loan is secured by certain property located at 5482 Cypress Road, Oxnard, CA 93033 (the "**Project**").

Bank of America, N.A., a national banking association, and Banc of America CDC Special Holding Company, Inc., a North Carolina corporation (together with their successors and assigns, the "**Limited Partners**" and each a "**Limited Partner**"), are being admitted as limited partners of Borrower on or about [June 1], 2026.

As a condition to consenting to the Loan and becoming limited partners in the Borrower, Limited Partners require that the Borrower and Lender grant certain protections to Limited Partners under any one or more of the documents (the "**Loan Documents**") evidencing or securing the Loan, and the Borrower and Lender desire to grant such requests of Limited Partners.

Notwithstanding anything to the contrary set forth in the Loan Documents, the Loan Documents are hereby amended to include the covenants and representations set forth in this Investor Rider. To the extent not defined in this Investor Rider, capitalized terms have the definitions given in the Loan Documents.

1. The Amended and Restated Agreement of Limited Partnership dated on or about [June 1], 2026 forming or continuing the Borrower (the "**Partnership Agreement**") is hereby approved by Lender.

2. If a monetary default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and Limited Partners simultaneous written notice of such default. Limited Partner shall have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. Limited Partners shall have the right, but not the obligation, to cure any default under the Loan Documents within the applicable cure periods provided to Borrower thereunder. If Limited Partners cure such default within the cure period, Lender will accept such action as curing the respective default under the Loan Documents.

3. If a non-monetary default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and Limited Partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Limited Partners shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower or any Limited Partner (a) initiates corrective action within said period, and (b) diligently and in good faith works to effect a

cure, then Borrower and Limited Partners shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the default within a reasonable time, Lender shall give Limited Partners written notice thereof, whereupon the Limited Partners may remove and replace the general partner with a substitute general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. If Limited Partners cure such default within the cure period, Lender will accept such action as curing the respective default under the Loan Documents.

4. Lender will give Limited Partners a copy of any written notice it gives to Borrower under the Loan Documents at the following address:

Bank of America, N.A.
100 Federal Street, 4th Floor
MA5-100-04-11
Boston, MA 02110
Attention: Asset Management
Facsimile: 617-346-2257

And:

Banc of America CDC Special Holding Company, Inc.
100 Federal Street, 4th Floor
MA5-100-04-11
Boston, MA 02110
Attention: Asset Management
Facsimile: 617-346-2257

And:

Buchalter LLP
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attn: Michael A. Williamson, Esq.
Facsimile: (213) 630-5799
Matter No: B0965-0906

5. The withdrawal, removal, and/or replacement of a general partner of the Borrower pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that the Limited Partners provide the Lender with prior written notice of such removal and substitution of a general partner of Borrower. An affiliate of a Limited Partner is an acceptable substitute general partner.

6. Lender will permit insurance and condemnation proceeds to be used to rebuild the Project provided that sufficient funds are available from other sources to effectively rebuild the Project to a multifamily housing complex.

7. Lender has not and will not cross-default or cross-collateralize the Loan with any loan made with respect to another property.

8. The Loan is a non-recourse obligation of Borrower. None of Borrower, any of its partners, or any other party shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

9. There shall be no default for construction or rehabilitation delays beyond the reasonable control of Borrower, provided that such delays do not exceed one hundred eighty (180) days, or such longer period of time as may be specified in the Loan Documents.

10. The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement and the exercise of such options shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. If the purchase option and right of first refusal agreement described in the Partnership Agreement is not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded covenant, any requisite consent of Lender to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Borrower from such obligations, shall not be unreasonably withheld.

11. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.

12. Lender acknowledges that Borrower and the Credit Agency intend to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. Lender agrees to subordinate the Loan and Lender's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made. Additionally, Lender hereby consents to the refinancing of any senior mortgage financing in connection with the Project, subject only to the reasonable approval of the Lender to any documents executed in connection with the refinancing of such senior mortgage financing.

13. Notwithstanding the occurrence of any monetary or non-monetary default under the terms of any of the Loan Documents, during the Compliance Period (as defined in the Partnership Agreement), Lender shall not (i) commence foreclosure proceedings with respect to the Property under the Loan Documents or exercise any other rights or remedies it may have under the Loan Documents, including, but not limited to, accelerating sums due under the Loan Documents, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies hereunder or (ii) join with any other creditor in commencing any bankruptcy reorganization arrangement, insolvency or liquidation proceedings with respect to Borrower.

14. Each Limited Partner is intended to be a direct beneficiary of the covenants set forth in this Investor Rider and is entitled to bring an action to enforce the same independent of any rights of Borrower. Lender will not materially modify the Loan Documents without Limited Partners' prior written consent.

CITY HOME-ARP LOAN

PROMISSORY NOTE

CITY HOME-ARP PROMISSORY NOTE
CYPRESS PLACE AT GARDEN CITY II L.P.

Oxnard, California

$1,200,000 May __, 2026

FOR VALUE RECEIVED, Cypress Place at Garden City II, L.P., a California limited partnership ("**Borrower**"), whose address is 1060 Kendall Road, San Luis Obispo, CA 93401, hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("**Lender**"), whose address is 435 South D Street, Oxnard, California 93030, the principal amount equal to One Million Two Hundred Thousand Dollars ($1,200,000), or so much thereof as may be advanced by Lender to Borrower, together with interest thereon, as set forth below.

1. PURPOSE. In order to assist Borrower to construct sixty (60) units of affordable housing, inclusive of one (1) unrestricted manager's unit, located at 5482 Cypress Road, Oxnard, California 93033 ("**Project**"), Lender has agreed to loan the amount of One Million Two Hundred Thousand Dollars ($1,200,000), which funds are derived from funds ("**HOME-ARP Funds**") received by the Lender from the United States Department of Housing and Urban Development ("**HUD**") through the HOME Investment Partnerships Program, under the American Rescue Plan ("**HOME-ARP**").

2. **BORROWER'S OBLIGATION.** This City HOME-ARP Promissory Note ("**Note**") evidences Borrower's obligation to pay Lender the principal amount of One Million Two Hundred Thousand Dollars ($1,200,000) ("**Loan**") for the HOME-ARP Funds loaned to Borrower by Lender for the specific uses designated in the City HOME-ARP Loan Agreement between Borrower and Lender dated __ _____, 2026 ("**Loan Agreement**").

3. **INTEREST.** Subject to Section 4, this Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the Loan Agreement and Note. Interest is not compounding.

4. **DEFAULT INTEREST.** In the Event of Default by Borrower of any of its obligations under this Note or the City HOME-ARP Loan Documents, Borrower shall pay to Lender interest on the outstanding principal of this Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the Event of Default until the date that the Event of Default is cured or the Loan is repaid in full. The default interest shall be paid monthly and is due to the County on the first day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and interest of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project, or (b) the date the Property is sold or otherwise transferred, except, if Borrower is a limited partnership and the affordability covenants are maintained for the duration of the original City affordability period, for a transfer to the general partner(s) of the Borrower or, a Lender approved affiliate thereof or except for Permitted Transfers as set forth in the Loan Agreement, or (c) Borrower has failed to commence construction as set forth in Article 4 of the Loan Agreement, or (d) an event of default by Borrower, as defined in Section 8.1 of the Loan Agreement, which has not been cured as provided for in Section 8.2 and Exhibit J of the Loan Agreement. Annual loan payments on the Loan shall be made in accordance with Section 7 hereof. In the event of default by Borrower, as defined in Section 8.1 of the Loan Agreement, which has not been cured as provided for in Section 8.2 and Exhibit J of the

Loan Agreement, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of this Note. See also Section 8.3 Lender's Remedies in the Loan Agreement. In any event, the principal and all current and accrued interest shall be due and payable no later than 55 years from the date of recordation of the notice of completion issued for the Project.

6. **DEFINITIONS.** Unless otherwise defined, all capitalized terms in this Note shall have the definition ascribed to such terms in the Loan Agreement.

7. **PAYMENTS**. All principal and current and accrued interest shall be due and payable in accordance with the terms set forth in Section 5. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for the Project and on July 1st of each year thereafter until the City HOME-ARP Loan is paid in full or otherwise terminated, the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with the required annual payment for the preceding calendar year and each Payment Date thereafter until the Loan is paid in full or otherwise terminated. Borrower shall make annual payments on the City HOME-ARP Loan as follows: (i) while the Serna Loan and County Loan have made and are outstanding, six and fifty one hundredths (6.51%) of fifty percent (50%) of Residual Receipts for the previous calendar year; (ii) if the Serna Loan is not made or at such time as the Serna Loan has been fully satisfied and the County Loan is made and is not fully satisfied, forty percent (40%) of fifty percent (50%) of Residual Receipts for the previous calendar year, and (iii) if the Serna Loan and the County Loan have not made or at such time as the County Loan and Serna Loan have been fully satisfied 50% of Residual receipts, each, an annual payment. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In any event all principal owed and all current and accrued interest of the Loan, if any, shall be due and payable as provided in Section 5 above.

8. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective Payment Dates thereof shall be legal tender for the payment of public and private debts.

9. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the principal and all current and accrued interest, shall, at the option of Lender, be immediately due and payable upon any event of default as defined in the Loan Agreement which has not been cured after all applicable notice and cure periods pursuant to the Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any event of default, after all applicable notice and cure periods, Lender may exercise any other right or remedy

permitted under this Note and the Loan Documents. Notwithstanding anything to the contrary contained in the Loan Documents, Lender hereby agrees that any cure of any event of default made or tendered by Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

10. **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amounts prior to the end of the term described herein. However, prepayment of the Loan during the term of the Regulatory Agreement shall require Lender approval and shall not affect Borrower's obligations under the Regulatory Agreement.

11. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

12. **WAIVERS.** All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

13. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the Loan Documents shall also be sent to Borrower's limited Partner at the address below.

BORROWER: Cypress Place at Garden City II, L.P.
1060 Kendall Road
San Luis Obispo, CA 91362
Attn: CEO and President

With copy to: Goldfarb & Lipman LLP
1300 Clay Street
Eleventh Floor
Oakland, CA 94612
Attn: Lynn Hutchins

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Borrower and Lender.

16. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

17. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. **TIME.** Time is of the essence in this Note.

19. **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both Borrower and Lender.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (ii) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (i) Borrower's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Borrower's indemnification obligations under the Loan Agreement; and (vi) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

22. **LOAN AGREEMENT CONTROLS.** In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

(signature appears on following page)

BORROWER:

CYPRESS PLACE AT GARDEN CITY, L.P.,
a California limited partnership

By: Cypress Place at Garden City LLC,
a California limited liability company
its general partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Kenneth Trigueiro
Chief Executive Officer and President

CITY HOME-ARP LOAN

REGULATORUY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California Government Code Section 27383

APN: APN 223-0-041-050; 223-0-041-075

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY HOME-ARP LOAN REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This City HOME-ARP Loan Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is made as of this __ day of _____, 2026 (the "**Effective Date**"), by and between the City of Oxnard, a municipal corporation (the "**Lender**"), and Cypress Place at Garden City II, L.P., a California limited partnership (the "**Owner**").

RECITALS

A. Lender wishes to promote the development of affordable rental housing in neighborhoods in need of revitalization in City of Oxnard communities and provide a greater choice of housing opportunities for low-income households.

B. There is a need to expand affordable rental housing to homeless persons and households at risk of homelessness, and to promote projects that combine supportive services with housing, as documented in the City of Oxnard HOME-ARP Allocation Plan.

C. The Owner owns a parcel of real property located 5482 Cypress Road, Oxnard, California 93033, as more particularly described in Exhibit A (the "**Property**") upon which the Owner intends to construct sixty (60) units of affordable housing, inclusive of one (1) three-bedroom manager's unit (the "**Project"**). The City HOME-ARP Loan (as defined below) is being made to finance the development and construction costs for the Project. The Project will increase the supply of affordable rental housing in the City of Oxnard. Due to the assistance provided to Owner pursuant to this Agreement, the City has designated five (5) units as HOME-ARP-Assisted Unit (each such unit a "HOME-ARP-Assisted Unit"), which Units are fixed Units as defined in 24 C.F.R. 92.252(j). The HOME-ARP Assisted Units are required to include four (4) one-bedroom Units and one (1) two-bedroom Unit. The Parties reasonably expect that construction and development of the Project will commence within sixty (60) days of the close of construction financing, but in no event shall construction begin later than twelve (12) months from execution of the City HOME-ARP Loan Agreement.

D. Under the American Rescue Plan Act of 2021 ("ARP"), signed into law by President Biden on March 11, 2021 (Public Law 117-2), Lender has been awarded Home Investment Partnerships Program funds ("**HOME-ARP Fund**s") from the United States Department of Housing and Urban Development ("**HUD**"), pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990, for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

E. Owner and City have executed a City HOME-ARP Loan Agreement ("**City HOME-ARP Loan Agreement**") in the amount of One Million Two-Hundred Thousand Dollars ($1,200,000) in HOME-ARP funds ("**City Home-ARP Loan**") for construction of the Project as allowed, which funds are subject to HOME-ARP regulations set forth in the October 10, 2021 Federal Register Notice (86 FR 56764), *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*.

F. Concurrently herewith, the Parties are entering into a City HOME-ARP Promissory Note ("**City HOME-ARP Promissory Note**) in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000), executed by Owner in favor of Lender, and is secured by a City HOME-ARP Loan Deed of Trust ("**City HOME-ARP Loan Deed of Trust**").

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned funding, the Owner and the Lender hereby agree as follows:

1. DEFINITIONS

All initially capitalized terms in this Agreement shall have the definitions ascribed to such terms in the City HOME-ARP Loan Agreement. Some of the following terms are defined in the City HOME-ARP Loan Agreement and repeated here for convenience of reference. Where such terms are not defined in the City HOME-ARP Loan Agreement, the following terms have the meanings and content set forth in this section wherever used in this Agreement or attached exhibits.

1.1 "**ANNUAL INCOME**" means the definition of Annual Income as more particularly defined at 24 CFR 5.609.

1.2 **"AREA MEDIAN INCOME"** means the area median income for Ventura County Metropolitan Statistical Area as determined from time to time by HUD and published by HCD, adjusted for family size.

1.3 **"COORDINATED ENTRY SYSTEM"** means the information system utilized by Lender under the Ventura County Continuum of Care Alliance for coordinating, prioritizing and insuring to the greatest extent possible non-duplication of homeless programs and services, which accordingly identifies the most vulnerable homeless persons and households and serves as basis to inform priority provision of Units to Qualifying Populations as defined in Section 1.18 herein.

1.4 **"CITY HOME-ARP LOAN"** means the loan of HOME-ARP Funds in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) made by the Lender to the Owner to finance certain development and construction costs of the Project pursuant to the City HOME-ARP Loan Agreement and the City HOME-ARP Loan Note.

1.5 **"CITY HOME-ARP LOAN AGREEMENT"** is the loan agreement executed by and between the Owner and the Lender, setting forth the terms and conditions governing the City HOME-ARP Loan.

1.6 **"CITY HOME-ARP LOAN DEED OF TRUST"** means that certain deed of trust, assignment of rents, and security agreement placed on the Property to be constructed thereon as security for the City HOME-ARP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.7 **"CITY HOME-ARP LOAN DOCUMENTS"** are collectively the City HOME-ARP Loan Agreement, the City HOME-ARP Loan Note evidencing the City HOME-ARP Loan, the City HOME-ARP Loan Deed of Trust securing the City HOME-ARP Loan Note, and this Agreement as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.8 **"CITY HOME-ARP LOAN NOTE"** means the City Home-ARP Promissory Note executed by the Owner in favor of the Lender in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) evidencing the City HOME-ARP Loan, which is secured by the City HOME-ARP Loan Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note.

1.9 "**CLOSING DATE**" means the date of execution and delivery of this Agreement.

1.10 **"HOME-ARP-ASSISTED UNIT"** means any of the five (5) Units on the Property designated by the Owner as "fixed" HOME-ARP Assisted Unit with restricted occupancy and rents pursuant to and subject to the requirements of this Agreement, which must be occupied by Qualifying Households. A Unit shall not be considered a HOME-ARP-Assisted Unit until such Unit has been constructed and made available for occupancy.

1.11 **"LENDER"** is the City of Oxnard, a municipal corporation, and its authorized representatives, officers, officials, directors, employees, and agents.

1.12 **"LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2 as a "Low-income family."

1.13 **"OWNER"** means Cypress Place at Garden City II, L.P., a California limited partnership.

1.14 **"PROJECT"** means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the City HOME Loan Agreement.

1.15 **"PROPERTY"** means the real property located at 5482 Cypress Road, Oxnard, 93033 California as more particularly described in Exhibit A attached hereto and incorporated herein, including the improvements constructed thereon pursuant to the City HOME Loan Agreement.

1.16 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as meeting the definition of a Qualifying Population pursuant to the October 10, 2021, Federal Register Notice 86 FR 56764, *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*.

1.17 **"QUALIFYING POPULATION"** means a household that qualifies for priority consideration and preference for an Assisted Unit pursuant to HUD CPD Notice 21-10, Section IV, "*Qualifying Populations, Targeting and Preferences*". Qualifying Populations are identified broadly as individuals and families who are: 1) Homeless (as defined at 24 CFR 91.5); 2) At Risk of Homelessness (as defined at 24 CFR 91.5); 3) Fleeing or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (as defined by HUD); and 4) "Other Populations," where providing supportive services or assistance under Section 212(a) of the National Affordable Housing Act (NAHA) (42 U.S.C 12742(a)), would prevent the family's homelessness or would serve those with the greatest risk of housing instability. A more detailed and specific description of Qualifying Populations, as set forth in HUD CPD Notice 21-10, is excerpted and included herein as **Exhibit B.**

1.18 "**QUALIFYING RENT"** means that the rental charges for Units reserved for occupancy by low-income households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or for Very-Low-Income households, 30% of the adjusted income of a household whose annual income is equal to or less than 50% of the median income for the area with adjustments for number of bedrooms in the unit. In accordance with 24 CFR 92.252(b), if the Tenant of a HOME-ARP-Assisted Unit pays for utilities and services (excluding telephone, television and Internet services), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the annual Oxnard Housing Authority Utility Allowance, or other annual utility schedule as determined by the City of Oxnard and/or HUD, if applicable. A household that was a Qualifying Household at initial occupancy and whose annual income at the time of income re-certification is above 80% AMI must pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income.

1.19 "**PROJECT COMPLETION**" means that all necessary title transfer requirements and construction work for the Project have been performed; the Project complies with the requirements of 24 CFR Part 92 (including, but not limited to, the property standards under § 92.251); the final drawdown of HOME-ARP funds has been disbursed for the Project; and the Project completion information, as described in Section 1.25 of the HOME-ARP Loan Agreement, has been provided to the City by Owner and entered into the Integrated

Disbursement and Information System (IDIS) established by HUD, except that with respect to rental housing Project completion, for the purposes of § 92.502(d), Project completion occurs upon completion of construction and before occupancy. Upon receipt, Owner shall provide Lender with a copy of the Project's Certificate of Occupancy and Notice of Completion. Project Completion shall in no event be extended beyond four (4) years from the Effective Date of this Agreement.

1.20 "**TENANT"** means a household meeting the definition of a "Qualifying Household" and occupying a HOME-ARP Assisted Unit.

1.21 "**TERM"** means collectively the period of time during which the HOME-ARP-Assisted Units must meet the affordability requirements imposed under the HOME-ARP Program (as defined below), commencing upon Project Completion date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after the later to occur of Project Completion and the date of the recordation of the notice of completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the date of the recordation of the notice of completion."

1.22 **"UNIT"** means a housing unit in the Project.

1.23 **"VERY LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2, whose annual income does not exceed fifty percent (50%) of the Area Median Income, with adjustments for household size as defined by HUD at 24 CFR Part 92 as "Very-low income families."

2. TERM AND COMPLIANCE

2.1 **COMPLIANCE WITH CITY HOME-ARP LOAN DOCUMENTS.** The Owner's actions with respect to the Property and the use of funds from the City HOME-ARP Loan shall at all times be in full conformity with all of the requirements of the City HOME-ARP Loan Documents, including but not limited to the insurance requirements contained therein.

2.2 **TERM OF AGREEMENT.** This Agreement shall commence upon the Effective Date and shall terminate upon the termination of the Term. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.3 **COMPLIANCE WITH PROGRAM REQUIREMENTS.** The Owner shall comply with all requirements imposed on projects assisted under the HOME-ARP program (the "**HOME-ARP Program**") in effect on the date the City HOME-ARP Loan is executed by all parties, and as may be amended from time to time.

3. PROJECT OCCUPANCY AND RENTS

3.1 **OCCUPANCY OF PROJECT.** A total of five (five) Unit(s) in the Project shall be designated as HOME-ARP-Assisted. Each HOME-ARP-Assisted Unit must be occupied or reserved for occupancy by Qualifying Household(s).

3.2 **HOME-ARP-ASSISTED UNITS.** The Owner shall limit for the full Term of this Agreement the rental of five (5) HOME-ARP-Assisted Unit(s) to Qualifying Households at Qualifying Rents that do not exceed the maximum rental charges for each HOME-ARP-Assisted Unit as set forth in Section 1.18 and 3.4 herein. The HOME-ARP-Assisted Unit(s) shall be designated as "fixed" so the HOME-ARP-Assisted Unit(s) may change over time as long as the total number and type of HOME-ARP-Assisted Units in the Project remains constant at all times during the Term.

The HOME-ARP-Assisted Unit(s) shall meet the following standards:

A. Be similarly constructed and of comparable quality to all other Units in the Project and be dispersed throughout the Project; and
B. Provide Tenants of HOME-ARP-Assisted Units access and enjoyment of all common areas and facilities of the Project on the same basis as Tenants of other Units.

3.3 **OTHER PROJECT UNITS.** The Units other than HOME-ARP-Assisted Units, excluding any manager's unit, shall comply with the rent and income restrictions pursuant to the program requirements regulating use of funding sources applicable to such units, including, but not limited to, the HOME-ARP Regulations applicable to such Units, if any. Non-compliance with the terms of this Agreement shall constitute an event of default under the City HOME-ARP Loan Agreement, subject to applicable cure periods, if any, and the City HOME-ARP Promissory Note.

The Owner shall ensure that the Project shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within thirty (30) days after Owner has completed the construction of the Project, Owner shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the unit numbers and type of accessibility features of no less than four (4) units accessible for mobility impairments and two (2) units accessible for either hearing or visual impairments.

3.4 **MAXIMUM RENTAL CHARGES**.

A. Maximum rental charges for the HOME-ARP-Assisted Units shall not exceed the Qualifying Rent as defined above in Section 1.187, this Section 3.4, and Section 3.6 of this Agreement.

B. The Qualifying Rent for each HOME-ARP-Assisted Unit shall be set by the Lender at the time of initial occupancy of the Project. Annual increases in Qualifying Rents shall be calculated based on the rent amounts published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any HOME-ARP-Assisted Unit on the Project, Owner shall submit to the Lender for review and approval a written request for such increase. Tenants of HOME-ARP-Assisted Units shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents, consistent with state law. Lender shall approve such request if the increased Qualifying Rents will comply with all applicable HOME-ARP Program requirements.

C. Notwithstanding the foregoing, when a HOME-ARP Assisted Unit is receiving project-based rental assistance or a household is receiving tenant-based rental assistance, the household contribution is the contribution required by the applicable assistance program.

3.4.1 **OCCUPANCY DEADLINES.** Owner shall ensure that each HOME-ARP-Assisted Unit is occupied by an eligible tenant in accordance with the deadlines for occupancy set forth at CPD 21-10 Section VI(B)(21). Eligible tenants shall occupy each HOME-ARP-Assisted Unit within six (6) months from Project Completion, as defined in this Agreement. In the event that any HOME-ARP-Assisted Unit is not occupied by a Qualifying Populations as of the Occupancy Deadline ("**HOME-ARP-Assisted Unit Vacancy**"), Owner may cure such breach by (i) providing to Lender within five (5) days after the Occupancy Deadline written notice of each such HOME-ARP-Assisted Unit Vacancy, (ii) providing to Lender within ten (10) days after the Occupancy Deadline a detailed record of Owner's marketing efforts with respect to the Project and the HOME-ARP-Assisted Units, and (iii) comply with all of Lender's requests for additional information pertaining to such marketing efforts.

In the event that any Assisted Unit is not occupied by a Qualifying Population household, within eleven (11) months after the date of Project Completion, such occurrence shall constitute an Event of Default by Owner hereunder. On or before the date that is three (3) days after the last day of the eleventh (11th) month after the date of Project Completion, Owner shall provide to Lender written notice of each such HOME-ARP-Assisted Unit Vacancy. Within five (5) days of receipt of such notice of HOME-ARP-Assisted Unit Vacancy from Owner, Lender shall give written notice to Owner of such Event of Default in accordance with Section 6.2, below, and Owner shall have the opportunity to cure such Event of Default before the last day of the twelfth (12th) month after the date of Project Completion.

Notwithstanding any other provision of this Agreement, or of any provision of any other City HOME-ARP Loan Document or subordination agreement, to the contrary, Owner shall immediately repay to Lender, upon Lender's request, all HOME-ARP Funds invested in Units that are not rented to eligible Qualifying Households within twelve (12) months of Project Completion.

3.5 **INCOME CERTIFICATION.**

The Annual Income levels and other qualifications of applicants for HOME-ARP-Assisted Units shall be certified by Owner no earlier than six (6) months prior to the Qualifying Household's

expected occupancy of a HOME-ARP-Assisted Unit and recertified annually thereafter by the Owner, in compliance with 24 CFR 92.203.

A. Initial Annual Income Verification. Before the Qualifying Household occupies a HOME-ARP-Assisted Unit, the Owner shall verify that the Annual Income calculated in an Annual Income certification is accurate by taking both of the following steps as a part of the verification process, and this initial Annual Income certification will serve as basis for determining the tenant rent portion for payment of monthly rent, not for determining such Qualifying Household's income eligibility to reside in the HOME-ARP Assisted Unit:

(1) Third Party Verification: All third parties (e.g., employer, Social Security Administration, public assistance agency, etc.) are contacted in writing to obtain written verification of Annual Income; and

(2) Review of Documents: The Qualifying Household provides documents verifying their Annual Income (e.g., pay stubs, tax returns, etc.), which are to then be retained in the Project files.

B. Annual Income Recertification. At the time of lease renewal or pursuant to an annual schedule adopted by the Owner, and no later than the one-year anniversary of the initial Annual Income verification and annually thereafter, Owner shall recertify the Annual Income of each Tenant occupying a HOME-ARP-Assisted Unit using the method as described in Section 3.5.A, above.

3.6 **INCREASES IN QUALIFYING HOUSEHOLD INCOMES.** In the event, that recertification of a previously Qualifying Household's Annual Income indicates that the Annual Income is above 50% AMI and below 80% AMI, then the Owner may increase rents on such Unit only as permitted at 24 CFR 2.252(a), requiring the household to pay the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or High-HOME rent as published annually by HUD, whichever is less. If the previously Qualifying Household's income exceeds eighty percent (80%) of AMI at the time of recertification, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(h)(2), requiring the household to pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income

. 3.7 **INCOME AND RENT RESTRICTIONS IN THE EVENT OF FORECLOSURE.** In the event of foreclosure, the occupancy and rent restrictions set forth in this Agreement may be altered, but only to the minimum extent required for the financial feasibility of the Project, as determined by the Lender in its reasonable discretion in accordance with substantially similar underwriting criteria used by the Lender to evaluate the Project's financial feasibility prior to the Closing Date, provided that, in any event, one hundred percent (100%) of the Units formerly restricted under this Agreement, as applicable, must at all times be occupied by Tenants whose Annual Income does not exceed sixty percent (60%) of the Area Median Income and the monthly rent paid by the Tenants may not exceed (a) thirty percent (30%) of sixty percent (60%) of the Area Median Income, and provided, further, the Owner first

obtains and delivers to the fiscal agent and the Lender an opinion of tax counsel, acceptable to the Lender in its sole discretion, to the effect that such alteration would not adversely affect any exclusion of interest on any tax-exempt note applicable to the Project from gross income for federal tax purposes or the CDLAC Resolution No. [_____] adopted on [_____], as applicable. To the extent financially feasible, as mutually determined by the parties, any such rent increase will be limited to (or will be first implemented with) any vacant units. In such event, the Lender shall use good faith efforts to meet with Owner, within fifteen (15) business days after Owner's written request to meet, in order to determine the amount of any rent increase. The relief provided by this section shall not be construed as authorizing the Owner to exceed any income or rent restrictions imposed on the Project by California Debt Limitation Allocation Committee or California Tax Credit Allocation Committee, and the Owner represents and warrants that it shall have obtained any necessary approvals or relief from any other applicable income and rent limitations.

4. LEASING THE PROJECT

4.1 **TENANT LEASES.** The Owner shall execute a written lease with Tenants of HOME-ARP-Assisted Units for a term of at least one year, unless the Owner and the Tenant mutually agree to a shorter period. A lease may not be for a period less than thirty (30) days. The Tenant lease and any changes thereto must be approved by Lender.

A. The Owner shall include in leases for all HOME-ARP-Assisted Units provisions which provide that a Qualifying Household is subject to annual certification of Annual Income and that the tenancy of the Qualifying Household shall be terminated as soon as possible in accordance with state law should one or more of the Qualifying Household's members misrepresent any material fact regarding the Qualifying Household's qualification as a Low- or Very Low-Income Household, as the case may be. The Owner shall include in all leases for HOME-ARP-Assisted Units provisions which prohibit the Qualifying Household from subleasing the HOME-ARP-Assisted Unit.

B. In addition to executing a lease for a HOME-ARP-Assisted Unit, the Owner shall require that each Qualifying Household leasing a HOME-ARP-Assisted Unit execute a declaration of intent to occupy which shall require the Qualifying Household to occupy the HOME-ARP-Assisted Unit as the Qualifying Household's primary residence.

C. The lease for each HOME-ARP-Assisted Unit shall not contain any of the prohibited provisions identified at 24 CFR §92.253(b) including the following:

1. *Agreement to be sued*. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. *Treatment of property*. Agreement by the Tenant that the Owner may take, hold or sell personal property of Qualifying Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning

disposition of personal property remaining in the HOME-ARP-Assisted Unit after the Tenant has moved out of the HOME-ARP-Assisted Unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility*. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice*. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

5. *Waiver of legal proceedings*. Agreement by the Tenant that the Owner may evict the Tenant or Qualifying Household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial*. Agreement by the Tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision*. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

8. *Tenant chargeable with cost of legal actions regardless of outcome*. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; and

9. *Mandatory support services*. Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

D. Owner shall not terminate the tenancy or refuse to renew the lease of a Tenant of a HOME-ARP-Assisted Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew the tenancy, the Owner shall serve written notice upon the Tenant specifying the grounds for the action at lease thirty (30) days prior to termination of tenancy.

E. Owner shall comply with all requirements of the Violence Against Women Act (VAWA) set forth in 24 CFR part 5, subpart L. Owner shall provide the notice and certification form described in 24 CFR 5.2005(a) to an applicant for a HOME-ARP-Assisted Unit at the time the applicant is admitted to a HOME-ARP-Assisted Unit or County-Assisted Unit, or denied admission to a HOME-ARP-Assisted Unit based on the Owner's tenant selection policies and criteria. Owner shall further provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-ARP-Assisted Unit. If a family living in a HOME-ARP-Assisted Unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may

remain in the Unit. All leases for HOME-ARP-Assisted Units must include a VAWA lease term/addendum to incorporate all requirements that apply to the Owner or lease under 24 CFR part 5, subpart L, and 24 CFR 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if it is determined that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The lease term/addendum must require the Owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. Owner shall comply with all other VAWA requirements applicable to the HOME-ARP Program not specified herein.

F. Owner and Lender may work together to comply with the requirements of the Coordinated Entry System under the Continuum of Care ("**CoC**") program, as set forth at 24 CFR Part 578, PIH Notice 2013-15, and other guidance from HUD on CoC and PHA collaboration. The Coordinated Entry System will refer Qualifying Households to the Owner for consideration of tenancy at the Project. However, the CoC will not be the exclusive referral partner, referrals may be accepted by the Borrower from other agencies that serve the qualifying populations as well as any individual wishing to apply for tenancy. All referrals received will be given priority based solely on the order of the date and time of their application submission. Borrower will create a waiting list. Applicants for occupancy in HOME-ARP units must submit a completed application that provides sufficient information to be placed on the waiting list. Placement on the waiting list does not indicate the applicant will be eligible for occupancy – a final determination must be made when the applicant is selected from the waiting list.

The CoC Coordinated Entry System, Pathways to Home, may act as the central referral source for this project. The Owner is required to enroll in the Homeless Management Information System (HMIS) for this Project and request referrals from Pathways to Home that match the eligibility criteria for vacant units. The provider will need to ensure a memorandum of understanding is executed with the Ventura County CoC. Pathways to Home will require the eligibility criteria for each unit and referrals will be made by the CoC, in accordance with the CES Prioritization Policy. More details on Pathways to Home policies and procedures are posted on the CoC website: https://coc.venturacounty.gov/pathways-to-home-documents/. In the event CoC is unable to provide qualified referrals, Owner shall use alternative referral sources as further described in the Owner's tenant selection plan.

4.2 **TENANT SELECTION.** Before leasing the Project, the Owner must provide Lender for its review and approval the Owner's written tenant selection plan. HOME-ARP-Assisted Unit Tenant selection may be coordinated and referred to Owner for Qualifying Populations under the CoC Coordinated Entry System, as described 4.1.F of this Agreement, and must, at a minimum, meet the requirements for tenant selection pursuant to Section IV(C)(2) of HUD's September, 13, 2021 CPD Notice 21-10, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, and all modifications thereto.

4.3 **SECTION 8 CERTIFICATE HOLDERS.** The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other

prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by such prospective Tenants.

4.4 **CONDOMINIUM CONVERSION.** The Owner shall not convert Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights in the Property during the Term of this Agreement.

4.5 **NONDISCRIMINATION**. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

4.6 **MARKETING PLAN.** Pursuant to the September 13, 2021, HUD CPD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, Section 10(a)(ii)(1): "For HOME-ARP units for Qualifying Households, a market assessment is not required. Rather the Owner can demonstrate that there is an unmet need among Qualifying Populations for the type of housing proposed through their gap analysis, CoC, data, public housing and affordable housing waiting lists, point-in-time surveys, housing inventory count, or other relevant data on the need for permanent housing for the Qualifying Populations." The Ventura County CoC Coordinated Entry system will provide Owner with referrals for Qualifying Populations and Households for consideration of tenancy.

5. PROPERTY MANAGEMENT

5.1 **MANAGEMENT RESPONSIBILITIES.** The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Tenants, certification and recertification of Qualifying Household size and Annual Income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for its approval its proposed Property manager. The Duncan Group, a California nonprofit public benefit corporation, is hereby approved as the initial property manager for the Project. The Owner may only remove and/or replace the Property manager with the prior written consent of the Lender which consent shall not be unreasonably withheld.

5.2 **APPROVAL OF MANAGEMENT POLICIES**. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing HOME-ARP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

5.3 **INSPECTION AND RECORDS.** The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property, subject to the rights of tenants, for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units. Owner must include provisions in tenant leases that allow for Lender inspections of the units.

5.4 **COMPLIANCE MONITORING.** The Owner shall, at all times during the Term, operate the Property and the Project in full compliance with this Agreement and the HOME-ARP Program regulations set forth in 24 CFR Part 92, including, but not limited to, the property condition standards set forth in 24 CFR 92.251(f), and the Requirements of the Use of HOME Funds in HOME American Rescue Plan Program cited in HUD CDP Notice: CDP 21-10, September 13, 2021, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, in effect as of the Effective Date, and as may be amended from time to time (the foregoing, collectively, the "**HOME-ARP Requirements**"). The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by the HOME-ARP Requirements and as reasonably requested by Lender.

5.5 **ANNUAL REPORT.** On or before July 31st of each year during the Term following recordation of a certificate of occupancy issued for the Project, the Owner shall submit to the Lender a report in a form approved by Lender for the preceding calendar year, containing all information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("**Annual Report**"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement, as defined in Section 1.2 of the City HOME-ARP Loan Agreement, (ii) a report on the occupancy of the Project, (iii) a report on the physical condition of the , (iv) a report on the general management of the Project, (v) for each HOME-ARP-Assisted Unit, the rent, Annual Income, and household size of the Tenant household in occupancy of such Unit, as well as the date such tenancy commenced, and (vi) all other information requested by Lender.

Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the Lender in order to comply with reporting requirements of the HUD, or the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any Unit to determine compliance with this Agreement.

5.6 **FEES, TAXES, AND OTHER LEVIES.** The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property and shall pay such charges prior to delinquency.

5.7 **PROPERTY TAX EXEMPTION.** The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent. Lender acknowledges Owner will be applying for a property tax exemption for the Property under California Revenue and Taxation Code Section 214(g) and hereby provides its consent.

5.8 **MAINTENANCE OF EXISTING STRUCTURES.** Owner shall maintain all buildings on the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. In the event that Lender establishes property standards in accordance with 24 CFR 92.251(f)(1) and determines in its sole discretion that these standards are applicable to the Project, Lender shall send written notice of this determination to Owner. Upon Owner's receipt of such written notice, the property standards established by Lender pursuant to 24 CFR 92.251(f)(1) shall apply to all Units in the Project throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1 **SUBORDINATION.** This Agreement shall not be subordinate to any Senior Lien.

6.2 **DEFAULT AND REMEDIES** In the event of any breach of any agreement or obligation under this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the Lender determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. Lender shall accept a cure by the Owner's limited partner on the same basis as Lender accepts a cure by the Owner. If the Owner fails to perform a timely cure of the specified breach, the Lender may proceed with any or all of the following remedies upon the Owner's failure to cure:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the City HOME-ARP Loan Documents or allowed at law or in equity.

6.3 **EVENT OF DEFAULT.** In the event that the Project fails to meet any of the HOME-ARP affordability requirements included in this Agreement at any time during the Affordability Period, subject to applicable notice and cure periods contained herein, such failure shall constitute an Event of Default hereunder and under Sections 8 of the City HOME-ARP Loan Agreement. In the event that the Project fails to comply with any of the terms of the

HOME-ARP Regulatory Agreement, such failure shall constitute an Event of Default hereunder and under Sections 8 of the City HOME-ARP Loan Agreement.

6.4 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

6.5 **HOLD HARMLESS AND INDEMNITY.** Owner shall at all times defend, indemnify and save City and its city council, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, its city council, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Owner is not obligated to indemnify City or others for claims based upon their use of information provided by Owner, provided the information itself is accurate. Owner shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Owner enters into relating to implementation of the Project.

Owner's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Owner is obligated to indemnify and hold harmless.

6.6 **GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

6.7 **AGREEMENT CONTROLS.** In the event that any provision of this Agreement and that contained in any other City HOME-ARP Loan Document conflict, the terms of this Agreement shall control.

6.8 **TIME.** Time is of the essence in this Agreement.

6.9 **CONSENTS AND APPROVALS.** Any consent or approval of the Lender required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the Lender.

6.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the Lender as follows:

Lender:	City of Oxnard Housing Department 435 South D Street Oxnard, CA 93030 Attn: Housing Director
With copy to:	City of Oxnard Office of the City Attorney 305 West Third Street Oxnard, CA 93030 Attn: City Attorney
Owner:	Cypress Place at Garden City II, LP c/o People's Self-Help Housing Corporation 1060 Kendall Road San Luis Obispo, CA 93401 Attn: CEO and President
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
Limited Partner:	Bank of America, N.A. 100 Federal Street, 4th Floor MA5-100-04-11 Boston, MA 02110 Attention: Asset Management Facsimile: 617-346-2257 And: Banc of America CDC Special Holding Company, Inc. 100 Federal Street, 4th Floor MA5-100-04-11 Boston, MA 02110 Attention: Asset Management Facsimile: 617-346-2257 And:

Buchalter LLP
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attn: Michael A. Williamson, Esq.
Facsimile: (213) 630-5799
Matter No: B0965-0906

6.11 **BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the City HOME-ARP Loan or City HOME-ARP Loan Note, any reconveyance of the City HOME-ARP Loan Deed of Trust, or any conveyance or transfer of the Property or portion thereof.

6.12 **RELATIONSHIP OF PARTIES.** The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and Owner and shall not be construed as a joint venture, equity venture, or partnership.

6.13 **WAIVER.** Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the City HOME-ARP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

6.14 **AMENDMENTS AND MODIFICATIONS.** Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Owner and the Lender.

6.15 **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, Lender and Owner have caused this Agreement to be executed by their respective duly authorized officers.

LENDER:

THE CITY OF OXNARD

_____

Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

_____

Stephen M. Fischer Date
City Attorney

OWNER:

Cypress Place at Garden City II, L.P.,
a California limited partnership

By: Cypress Place at Garden City II LLC,
a California limited company
Its: general partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation,
Its: sole member/manager

_____

By: Kenneth Trigueiro Date
Its: Chief Executive Officer and President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

_____
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

_____
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL A:

THOSE PORTIONS OF LOT 12 AND LOT 13, AS SAID LOTS ARE DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF GARDEN CITY ACRES BEING A SUBDIVISION OF LOT A AND A PORTION OF LOTS C AND D OF SUBDIVISION 83, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, VENTURA COUNTY, CAL.", IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 11, PAGES 104 AND 105 OF MISCELLANEOUS RECORDS (MAPS), DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL A AND PARCEL B AS DESCRIBED IN THE GRANT DEED RECORDED OCTOBER 15, 2020 AS INSTRUMENT NO. 20201015-00170280-0, OF OFFICIAL RECORDS OF SAID COUNTY, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12, SOUTH 0°02' EAST 98.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY LINE,

1ST - NORTH 89°59'58" EAST 87.51 FEET; THENCE,
2ND - SOUTH 00°00'02" EAST 74.18 FEET; THENCE,
3RD - NORTH 89°59'58" EAST 154.30 FEET; THENCE,
4TH - NORTH 48°57'44" EAST 37.15 FEET; THENCE,
5TH - NORTH 00°00'02" WEST 93.80 FEET; THENCE,
6TH - NORTH 89°59'58" EAST 120.90 FEET; THENCE,
7TH - NORTH 48°57'44" EAST 144.60 FEET; THENCE,
8TH - NORTH 00°01'00" WEST 99.38 FEET TO THE NORTHERLY LINE OF SAID PARCEL B.

SAID LAND IS SHOWN AS LOT 2 OF LOT LINE ADJUSTMENT NO. OXLLA-20-310-09, RECORDED MARCH 13, 2023 AS INSTRUMENT NO. 2023000018527 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

A NONEXCLUSIVE EASEMENT, FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES, OVER THE WEST 300 FEET OF THE SOUTH 16 FEET OF THE NORTH 266.95 FEET OF LOT 13, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 11, PAGES 104 AND 105 OF MISCELLAENOUS MAPS, IN THE OFFICE OF THE COUNTY

RECORDER OF SAID COUNTY. EXCEPT THE EAST 170 FEET OF THE SOUTH 8 FEET THEREOF.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR THE USE OF THE DRIVEWAY AND PARKING FACILITIES FOR VEHICULAR AND PEDESTRIAN ACCESS, PEDESTRIAN INGRESS AND EGRESS OVER THE PAVED WALKWAYS, SEWER, STORM DRAIN, AND UTILITY PURPOSES, AS GRANTED IN THE RECIPROCAL EASEMENT, JOINT USE AND MAINTENANCE AGREEMENT RECORDED MAY 30, 2024 AS INSTRUMENT NO. 2024000033419, OFFICIAL RECORDS OF SAID COUNTY. SUBJECT TO THE TERMS AND CONDITIONS SHOWN THEREIN,

APN 223-0-041-050, APN 223-0-041-075

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 *At risk of homelessness:*

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.
Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2) A person with whom the victim shares a child in common;
3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
a. The length of the relationship;
b. The type of relationship; and
c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1) Fear for the person's individual safety or the safety of others; or
2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
(i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs)

(ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

(A)Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C)Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G)Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

CITY HOME-ARP LOAN

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California Government Code Section 27383

APNs: 223-0-041-050; 223-0-041-075

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures City HOME-ARP Promissory Note, City HOME-ARP Loan Agreement, and City HOME-ARP Loan Regulatory Agreement)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made _____, 2026, between Cypress Place at Garden City II, L.P., a California limited partnership, herein called TRUSTOR, whose address is 1060 Kendall Road San Luis Obispo, CA 93401, to Commonwealth Land Title Company, as trustee, herein called TRUSTEE, and the City of Oxnard, a municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at 5482 Cypress Road, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain City HOME-ARP Loan Agreement dated _____, 2026 (the "Loan Agreement"), , that certain City HOME-ARP Loan Regulatory Agreement dated _____, 2026, and City HOME-ARP Promissory Note dated _____, 2026, in the face amount of $1,200,000 made by Trustor (together with this Deed of Trust (the "City ARP-HOME Loan Documents"). This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, in a manner not allowed by the agreements secured by this Deed of Trust or without the written consent of the beneficiary being first had and obtained or as set forth in the Loan Agreement, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

The Borrower's Tax Credit Investor (as defined in the Loan Agreement) shall have the rights provided to it in the other City HOME-ARP Loan Documents.

As of the date hereof, Internal Revenue Code (IRC) Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under IRC Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or instrument in lieu of foreclosure. In the event that the regulatory agreement required by the California Tax Credit Allocation Committee is recorded against the Property, the Beneficiary agrees to comply with the provisions set forth in IRC Section 42(h)(6)(E)(ii).
Exhibit B is attached hereto and incorporated herein.

(Signatures appear on following page)

SIGNATURE OF TRUSTOR

BORROWER:

Cypress Place at Garden City II, L.P.,
a California limited partnership

By: Cypress Place at Garden City II LLC,
a California limited liability company
its general partner

By: People's Self-Help Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By:_____ _____
Kenneth Trigueiro Date
Chief Executive Officer and President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OFVENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF LOT 12 AND LOT 13, AS SAID LOTS ARE DESIGNATED UPON THAT CERTAIN MAP ENTITLED “MAP OF GARDEN CITY ACRES BEING A SUBDIVISION OF LOT A AND A PORTION OF LOTS C AND D OF SUBDIVISION 83, RANCHO EL RIO DE SANTA CLARA O’ LA COLONIA, VENTURA COUNTY, CAL.”, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 11, PAGES 104 AND 105 OF MISCELLANEOUS RECORDS (MAPS), DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL A AND PARCEL B AS DESCRIBED IN THE GRANT DEED RECORDED OCTOBER 15, 2020 AS INSTRUMENT NO. 20201015-00170280-0, OF OFFICIAL RECORDS OF SAID COUNTY, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12, SOUTH 0°02' EAST 98.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY LINE,

1ST - NORTH 89°59’58” EAST 87.51 FEET; THENCE,
2ND - SOUTH 00°00’02” EAST 74.18 FEET; THENCE,
3RD - NORTH 89°59’58” EAST 154.30 FEET; THENCE,
4TH - NORTH 48°57’44” EAST 37.15 FEET; THENCE,
5TH - NORTH 00°00’02” WEST 93.80 FEET; THENCE,
6TH - NORTH 89°59’58” EAST 120.90 FEET; THENCE,
7TH - NORTH 48°57’44” EAST 144.60 FEET; THENCE,
8TH - NORTH 00°01’00” WEST 99.38 FEET TO THE NORTHERLY LINE OF SAID PARCEL B.

SAID LAND IS SHOWN AS LOT 2 OF LOT LINE ADJUSTMENT NO. OXLLA-20-310-09, RECORDED MARCH 13, 2023 AS INSTRUMENT NO. 2023000018527 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

A NONEXCLUSIVE EASEMENT, FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES, OVER THE WEST 300 FEET OF THE SOUTH 16 FEET OF THE NORTH 266.95 FEET OF LOT 13, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 11, PAGES 104 AND 105 OF MISCELLAENOUS MAPS, IN THE OFFICE OF THE COUNTY

RECORDER OF SAID COUNTY. EXCEPT THE EAST 170 FEET OF THE SOUTH 8 FEET THEREOF.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR THE USE OF THE DRIVEWAY AND PARKING FACILITIES FOR VEHICULAR AND PEDESTRIAN ACCESS, PEDESTRIAN INGRESS AND EGRESS OVER THE PAVED WALKWAYS, SEWER, STORM DRAIN, AND UTILITY PURPOSES, AS GRANTED IN THE RECIPROCAL EASEMENT, JOINT USE AND MAINTENANCE AGREEMENT RECORDED MAY 30, 2024 AS INSTRUMENT NO. 2024000033419, OFFICIAL RECORDS OF SAID COUNTY. SUBJECT TO THE TERMS AND CONDITIONS SHOWN THEREIN,

APN 223-0-041-050, APN 223-0-041-075

HOME-ARP LOAN AGREEMENT FOR THE CYPRESS PLACE AT GARDEN CITY PHASE II APARTMENTS

Brenda Lopez, Director
Housing Department

City Council
May 5, 2026

CITY OF OXNARD CALIFORNIA

1. On February 3, 2020 and February 18, 2020 the Community Development Director and the Planning Commission, respectively, approved a two phase project consisting of 150 units.
2. Phase I includes an 89 affordable unit and 1 manager's unit rental housing project located at 5536 and 5462 Cypress Rd, known as Cypress Place at Garden City Phase I (Cypress I).
3. On February 23, 2026, the project received a temporary certificate of occupancy for Phase I and is expected to be completed by July, 2026.
4. Phase II, consists of 59 affordable units and 1 manager's unit rental housing construction project located at 5482 Cypress Road ("Cypress II").
5. Phase II will provide affordable housing for households with incomes up to 60% of Area Median Income (AMI), except for the five units subject to the City's loan agreement which will be additionally restricted to Qualifying Populations.

6. The project sponsor, Peoples' Self-Help Housing ("PSHH") is a non-profit housing organization that provides affordable rental and for-sale housing to low-income households.

7. For the past 52 years PSHH has been one of the leading non-profit housing developers in San Luis Obispo, Santa Barbara, Monterey, and Ventura counties.

Cypress II

Cypress I

Discussion

1. The U.S. Department of Housing and Urban Development (HUD) awarded the City of Oxnard $2,776,187 in HOME American Rescue Plan (HOME-ARP) to address homelessness and affordable housing needs.

2. From December 2022 through February 2023 substantial community outreach was conducted to receive input on how to prioritize use of HOME-ARP funding. Overwhelmingly, feedback received was to prioritize the creation of new permanent supportive housing (no specific projects included).

3. On March 21, 2023, the City Council approved an amendment to incorporate HOME-ARP funding awarded from HUD into the FY 2023-2024 Annual Action Plan (AAP). During that meeting staff committed to selecting affordable rental projects to receive HOME-ARP funding and returning to the City Council for final funding approval.

4. On December 13, 2023, a commitment letter was issued to PSHH for $1,200,000 HOME-ARP Funding for the development of Cypress II.

5. The total development cost for Cypress II is estimated to be $43,510,037. While PSHH has secured a majority of the funding commitments necessary for development, a financial gap exists.

6. To address the gap, the Housing Department requests awarding a loan of $1,200,000 in HOME-ARP to support the project.

7. The loan agreement provides the following terms:
    - HOME-ARP Loan amount of $1,200,000;
    - 3% simple interest; Regulatory agreement term of 55 years; and
    - Repayment of the City Loan will be on a residual receipt's basis.

8. If PSSH is able to secure all of the funding, the project is estimated to begin construction in the summer of 2026 and complete construction in 2028.

Recommendation

That the City Council adopt a resolution approving and authorizing the City Manager to execute a$1,200,000 HOME-ARP loan agreement, and any and all related documents thereto, with Cypress Place at Garden City II, LP for the development of a fifty-nine (59) affordable unit and one (1) manager's unit rental housing project located at 5482 Cypress Road, and known as the Cypress Place at Garden City II Apartments.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.4

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Loan Agreements for Aspire Apartments, an 87-Unit Affordable Rental Project and Pocket Park located at 536-538 Meta Street.

RECOMMENDATION

That the City Council:

1. Adopt a resolution approving and authorizing the City Manager to execute a $1,200,000 HOME-ARP loan agreement, a $1,000,000 HOME loan agreement, and a $689,659 CDBG loan agreement, and any and all related documents thereto, with Aspire Apartments, LP for the development of an eighty-seven (87) unit affordable and one (1) manager's unit rental housing project and pocket park located at 536-538 Meta Street and known as the Aspire Apartments; and
2. Authorize the Mayor to execute a First Amendment to Agreement No. 32600278 with MNS Engineers Inc. to increase the not to exceed amount on the contract from $220,000 to $291,000 for labor compliance monitoring services.

(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/CPokibWpuPE

BACKGROUND

On June 27, 2022, the Community Development Director approved the Aspire Apartments, a new eight-seven (87) affordable unit and one (1) manager's unit rental housing construction project and pocket park ("Aspire") located at 536-538 Meta Street. The unit mix will consist of fifty-six (56) one-bedroom units, thirty-one (31) two-bedroom units, and one (1) unrestricted two-bedroom manager unit. The project will provide affordable housing for households with incomes up to 60% of Area Median Income (AMI), except for five units which will also be additionally restricted to Qualifying Populations. Qualifying Populations as defined by HUD for the HOME-ARP program, include persons experiencing homeless or at risk of homelessness; fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and Other Populations as defined by HUD, where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability. Another ten (10) of the one-bedroom units have received conditional approval from the Oxnard Housing Authority for Veterans Affairs Supportive Housing (VASH) project-based vouchers, and will be reserved for eligible veteran households.

Aspire Apartments LP is an affiliate of Many Mansions. The project sponsor, Many Mansions, is a non-profit housing organization with forty years of experience providing affordable housing to households with lower incomes. Since incorporation, Many Mansions has constructed and acquired over 600 units of affordable housing at 20 properties throughout Ventura County, and provides adult, child, and family supportive services.

In addition to the new affordable units, Aspire will include a pocket park on the southern part of the property adjacent to the Central Terrace Apartments. The narrow, 0.12 acre (5,227 square foot) linear piece of land located at 538 Meta Street was acquired by Many Mansions in September 2022 from the Oxnard Community Development Commission Successor Agency. With the sale, a deed restriction was recorded requiring the development and maintenance of a park for 55 years. Many Mansions will have full responsibility for maintenance and monitoring.

HOME ARP Program Funding

On September 20, 2021, the U.S. Department of Housing and Urban Development (HUD) awarded the City of Oxnard $2,772,021, followed by an additional $4,166 for a total of $2,776,187, in HOME American Rescue Plan (HOME-ARP) to address homelessness and affordable housing needs. The deadline to fully expend the funds is September 30, 2030. From December 2022 through February 2023, substantial community outreach was conducted to receive input on how to prioritize use of HOME-ARP funding. Overwhelmingly, feedback received was to prioritize the creation of new permanent supportive (no specific projects included). A total of $2,400,000 is currently allocated towards Affordable Rental Housing Development and $376,187 for program administration.

On March 21, 2023, the City Council approved an amendment to incorporate HOME-ARP funding awarded from HUD into the FY 2023-2024 Annual Action Plan (AAP). During the outreach process, numerous affordable housing developers expressed interest in utilizing HOME ARP funding to construct affordable housing. During that meeting, staff committed to selecting affordable rental projects to receive HOME-ARP funding and returning to the City Council for final funding approval.

On March 4, 2024, the City Council approved a Preliminary/Conditional $1,200,000 HOME-ARP Funding Award Letter, along with an implementation agreement with Many Mansions. This action was necessary for Many Mansions to receive pass-through grant funding tied to the Affordable Housing and Sustainable Communities Program application for the development of Aspire.

HOME Program Funding

The City of Oxnard receives approximately $600,000 in HOME funds annually from HUD that it uses to fund affordable housing development and other activities supporting lower-income households.

On January 21, 2025, as part of the Second Substantial Amendment to the FY 2023-24 AAP, the City Council conditionally approved an additional allocation in the amount of $1,000,000 HOME funds for Aspire Apartments to offset an increase in rising costs which created a new financial gap for the project.

CDBG Program Funding

The City of Oxnard receives approximately $2.1 Million in CDBG funds annually from HUD that it uses to fund affordable housing development and other activities supporting lower-income households.

On May 16, 2023, the City Council conditionally approved $489,660 in CDBG funding as part of the FY 2023-2024 AAP to construct the pocket park. Due to projected increased construction costs, Many Mansions requested an additional $199,999 in funding for construction of the pocket park. In accordance with the City's Citizen Participation Plan and 24 CFR Part 91, a minor amendment does not require public notice or public hearing prior to approval. Therefore, on June 23, 2025, Aspire's request for additional funding was approved through an administrative amendment to the FY 2024-25 AAP. An additional $199,999 was awarded, for a total award of $689,659.

DISCUSSION

Development Costs, Timing, Funding Sources, and Loan Terms

The total development cost for Aspire is estimated to be $63,100,858. Many Mansions is in the process of securing all funding commitments necessary for development, which are summarized below. The project has received environmental clearance. The Housing Department requests approval to formally approve the funds conditionally committed to the

project, $1,200,000 in HOME-ARP, $1,000,000 in HOME, and $689,659 in CDBG funding to Many Mansions to support the project.

Permanent Sources of Funds	Amount	Status
Tax-Exempt Loan	$3,500,000	Pending
AHSC AHD Loan	$25,000,000	Committed
Many Mansions Sponsor Loan - AHSC TRA	$500,000	Committed
Deferred Developer Fee	$4,912,674	Committed
Limited Partners	$26,298,525	Committed
City HOME-ARP Loan	**$1,200,000**	**Current Request**
City HOME Loan	**$1,000,000**	**Current Request**
City CDBG Loan	**$689,659**	**Current Request**
Total	$63,100,858	

If Many Mansions is able to secure all of the funding, the project is estimated to begin construction in the summer of 2026 and complete construction in 2028. The loan agreements provide the following terms:

1. HOME- ARP Loan amount of $1,200,000; HOME Loan amount of $1,000,000; and CDBG Loan amount of $689,659;
2. 3% simple interest;
3. HOME-ARP/HOME Regulatory agreement term of fifty-five (55) years; CDBG Affordability Covenant of five (5) years; and
4. Repayment of the City Loans will be on a residual receipt basis.

The documents as to form for the HOME-ARP and HOME loan and regulatory agreements, and CDBG loan and covenants, along with deeds of trusts, and promissory notes are attached to this report (Attachments 2 through 4).

Labor Compliance Services

To ensure construction of the project complies with all labor compliance requirements, a First Amendment to Agreement No. 32600278 with MNS Engineers Inc. is necessary to increase the contract budget from $220,000 to $291,000 and to incorporate the scope of work into the contract. Also included in the amendment is the labor compliance scope of work for the Cypress II Apartments and the scope of work for the environmental review for the Riverpark Specific Plan Amendment; however, neither scope of work requires a budget increase. The budget increase is only for Aspire. The agreement with MNS Engineers Inc. was executed on January 1, 2026, to provide on-call labor and environmental compliance services, with an end date of December 31, 2028. MNS Engineers Inc. was selected by the City to provide the services through a competitive procurement process that included the City's issuance of Request for Proposals No. 26-24 on September 18, 2025, for On-Call Contract Compliance Services.

The first amendment to the agreement and the original agreement are attached to this report (Attachments 5 and 6).

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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The Housing Department has existing HOME and CDBG appropriations necessary to fund the HOME Loan for $1,000,000, and the CDBG Loan for $689,659. Additional HOME and CDBG funding appropriations in the amount of $42,000 in HOME funds and $29,000 in CDBG funds for a total of $71,000 are also available to pay for the proposed First Amendment to MNS Engineers Inc. Agreement No. 32600278 for labor compliance consulting services described in this report.

The Housing Department has existing HOME-ARP appropriations necessary to fund the HOME-ARP Loan for $1,200,000. There will be a remaining $1,200,000 balance which has been committed to the Cypress Phase II Apartments project, fully exhausting all funds designated for Affordable Rental Housing Development. The program administration budget has a remaining balance of $315,297.

For Finance Use Only:

$1,200,000 – HOME-ARP (Org. 2028101 Obj. 53600, Project #G2410); $1,000,000 – HOME (Org. 2028105 Obj. 53600, Project G2611); $40,000 – HOME (Org. 2028105 Obj. 53200, Project # G2611); $2,000 - HOME (Org. 2028101 Obj. 53200, Project # GXXXX); $689,659 – CDBG (Org. 2018101 Obj. 53600, Project #G2405); $29,000 – CDBG (Org. 2018101 Obj. 53200, Project # GXXXX)

COMMITTEE OUTCOME

This item did not originate in Committee as it is a continuation of other items previously approved by the City Council as summarized below:

1. March 21, 2023 - Third Amendment to the 2021-2022 AAP to Incorporate Supplemental HOME American Rescue Plan (ARP) funding. Click *here* to view the Measure M pre-recorded presentation video.

2. May 16, 2023 - Adoption of the Fiscal Year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan. Click *here* to view the Measure M pre-recorded video presentation.

3. March 4, 2024 - Aspire Apartments - Preliminary Funding Award Letter and Affordable Housing and Sustainable Communities Program (AHSC) Implementation Agreement. Click *here* to view the Measure M pre-recorded video presentation.

4. January 21, 2025 - Second Substantial Amendment to the 2023-24 AAP. Click *here* to view the Measure M pre-recorded video presentation.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - Resolution
2. Attachment 2- HOME-ARP Loan Documents
3. Attachment 3 - HOME Loan Documents
4. Attachment 4 - CDBG Loan Documents
5. Attachment 5 - First Amendment to MNS Engineers Inc. Agreement No. 32600278
6. Attachment 6 - MNS Engineers Inc. Agreement No. 32600278
7. Attachment 7 - Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A HOME-ARP LOAN AGREEMENT IN THE PRINCIPAL AMOUNT OF $1,200,000, A HOME LOAN AGREEMENT IN THE PRINCIPAL AMOUNT OF $1,000,000, AND A CDBG LOAN AGREEMENT IN THE PRINCIPAL AMOUNT OF $689,659 WITH ASPIRE APARTMENTS, LP FOR THE DEVELOPMENT OF AN EIGHTY-SEVEN (87) 8-UNIT AFFORDABLE AND ONE (1) MANAGER'S UNIT RENTAL HOUSING PROJECT AND POCKET PARK LOCATED AT 536-538 META STREET AND KNOWN AS THE ASPIRE APARTMENTS

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City of Oxnard ("City") to enter into a variety of agreements with Aspire Apartments, LP, a California limited partnership ("Aspire") to facilitate the development of an eight-seven (87) unit affordable and one (1) manager's unit rental housing project and pocket park on certain real property located at 536-538 Meta Street, Oxnard, California known as the Aspire Apartments ("Project"); and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of $1,200,000 from the Home Investment Partnerships Act, American Rescue Act "(HOME-ARP") funds received from the United States Department of Housing and Urban Development ("HUD") pursuant to the American Rescue Plan Act of 2021, and to authorize the City Manager to execute a (i) HOME-ARP Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively "HOME-ARP Loan Documents") by and between City and Aspire Apartments LP; and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of $1,000,000 from Home Investment Partnerships Act ("HOME") funds received from HUD, and to authorize the City Manager to execute a (i) HOME Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively "HOME Loan Documents") by and between City and Aspire Apartments LP; and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of $689,659 from Community Development Block Grant ("CDBG") funds received from HUD, and to authorize the City Manager to execute a (i) CDBG Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively "CDBG Loan Documents") by and between City and Aspire Apartments LP; and

WHEREAS, the HOME-ARP Loan Documents, HOME Loan Documents, and the CDBG Loan Documents will provide the following terms: (a) three-percent (3%) simple interest; (b) loan and regulatory agreement terms of fifty-five (55) years after the recordation date of a notice of completion for the Project for the HOME-ARP and HOME Loans; (c) loan term of fifty-five (55) years after the recordation date of a notice of completion for the Project and regulatory agreement term of five (5) years after the recordation date of notice of

completion for the Project for the CDBG Loan; and (d) repayment of the loans on a residual receipts basis, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Council hereby finds and declares that the above recitals are true and correct.

2. The City Council further approves and authorizes the City Manager to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) HOME-ARP Loan Documents; (ii) HOME Loan Documents; (iii) CDBG Loan Documents; and (iv) any other agreements or documents for the purpose of developing, maintaining and operating the Project.

3. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this_____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY HOME-ARP LOAN AGREEMENT ($1,200,000)

Between

City of Oxnard

and

ASPIRE APARTMENTS LP

CITY HOME-ARP LOAN AGREEMENT
(Aspire Apartments – HOME-ARP Loan)

This City HOME-ARP Loan Agreement ("**City HOME-ARP Loan Agreement**") is dated as of _____ ("**Effective Date**"), by and between the City of Oxnard, a municipal corporation of the State of California (the "**Lender**" or "**City**"), and Aspire Apartments LP, a California limited partnership (the "**Borrower**"), whose address is 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362 ("**Borrower**"). The City and the Borrower shall collectively be referred to hereinafter as the "**Parties**" and each a "**Party.**"

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Lender wishes to promote the development of affordable rental housing in neighborhoods in need of revitalization in the City of Oxnard and provide a greater choice of housing opportunities for low-income Households.

C. There is a need to expand affordable rental housing to homeless persons, and to promote projects that combine supportive services with housing, as documented in the City of Oxnard HOME-ARP Allocation Plan.

D. Borrower is the owner of that certain real property located at 536-538 Meta Street, Oxnard, California 93030, as more particularly described in the legal description attached hereto as Exhibit A (the "**Property**").

E. Borrower intends to construct eighty-eight (88) units of affordable housing inclusive of one (1) unrestricted manager's unit on the Property ("**Project**").

F. Five (5) of the eighty-eight units shall be restricted to occupancy by Qualifying Populations ("**HOME-ARP Assisted Unit**"); the amount of monthly rent charged to tenants of HOME-ARP Assisted Units shall not exceed the Qualifying Rent, as defined in Section 1.34, below.

G. Under the American Rescue Plan Act of 2021 ("**ARP**"), signed into law by President Biden on March 11, 2021 (Public Law 117-2), Lender has been awarded Home Investment Partnerships Program funds ("**HOME-ARP Funds**") from the United States Department of Housing and Urban Development ("**HUD**"), pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990, for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

H. Funds have also been allocated to Lender under the American Recovery Plan Act ("**ARPA**"), State and Local Fiscal Recovery Funds, pursuant to the U.S Department of Treasury's January 6, 2022, Final Rule regarding ARPA and related eligible activities.

I. Borrower desires to borrow from the City and the City desires to lend Borrower One Million Two-Hundred Thousand Dollars ($1,200,000) in HOME-ARP funds ("**City HOME-ARP Loan**") for development and construction of the Project. These funds are subject to HOME-ARP regulations set

forth in Notice CPD-21-10: *Requirements for the Use of Funds in the HOME-ARP Program*, which outlines the requirements for the use of funds appropriated under Section 3205 of ARP for the HOME Investment Partnerships Program ("**HOME Program**") to provide homelessness assistance and supportive services.

J. The Loan is being made to finance the development and construction costs for the Project. The Project will increase the supply of affordable rental housing in the City of Oxnard. Due to the assistance provided to Borrower pursuant to this Agreement, the City has designated five (5) units as HOME-ARP-Assisted Unit, which Units are "fixed" Units as defined in 24 C.F.R. 92.252(j). The HOME-ARP Assisted Units are required to include five (1) one-bedroom Units. One two-bedroom unit shall be the manager's unit. The Parties reasonably expect that construction and development of the Project will commence within one year of execution of this City HOME-ARP Loan Agreement.

K. Concurrently herewith, the Parties are entering into that certain City HOME-ARP Loan Regulatory Agreement and Declaration of Restrictive Covenants ("**CITY HOME-ARP Loan Regulatory Agreement**") restricting rents and establishing tenant income eligibility requirements with respect to the HOME-ARP Assisted Units.

L. The Parties desire to memorialize the terms of the City HOME-ARP Loan in this City HOME-ARP Loan Agreement, a promissory note in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000), executed by Borrower in favor of Lender, and secured by a deed of trust.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations set forth herein, and in further consideration for the making of the City HOME-ARP Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1.
DEFINITIONS

The following terms have the meanings and content set forth in this Article 1 wherever used in this City HOME-ARP Loan Agreement.

1.1 **"AFFIRMATIVE MARKETING"** means actions taken to provide information to and otherwise encourage eligible potential tenants in the housing market area who are not likely to apply without special outreach to apply for the available Project housing, without regard to race, color, national origin, sex, religion, familial status or disability, in conformance with 24 CFR 92.351.

1.2 **"ANNUAL FINANCIAL STATEMENT"** means the financial statement for each calendar year prepared at Borrower's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to City, which shall form the basis for determining the Residual Receipts.

1.3 **"AREA MEDIAN INCOME" or "AMI"** means for Ventura County Metropolitan Statistical Area as determined by HUD and published by HCD, adjusted for household size.

1.4 **"BORROWER"** means Aspire Apartments LP, a California limited partnership.

1.5 **"BUDGET"** means that budget for the Project attached hereto as **Exhibit B**, which is hereby incorporated into this City HOME-ARP Loan Agreement by this reference, and which identifies the

sources and uses of Project costs, disbursement schedule, and specifies the costs to be paid with HOME-ARP Loan proceeds in conformance with 24 CFR 92.206.

1.6 **"CITY"** means the City of Oxnard, a municipal corporation of the State of California.

1.7 **"CITY HOME-ARP LOAN"** means the loan of HOME-ARP Funds from City to Borrower in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000) as provided in this City HOME-ARP Loan Agreement to finance Project development and construction.

1.8 **"CITY HOME-ARP LOAN AGREEMENT"** means this loan agreement entered into by and between Lender and Borrower.

1.9 **"CITY HOME-ARP LOAN DEED OF TRUST"** means that deed of trust with assignment of rents, recorded against the Property and the improvements to be constructed thereon as security for the City HOME-ARP Loan by Borrower as trustor with Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said City HOME-ARP Loan Deed of Trust entered into concurrently herewith.

1.10 **"CITY HOME-ARP LOAN DOCUMENTS"** means, collectively, the City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, the City HOME-ARP Loan Deed of Trust, and the City HOME-ARP Loan Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to such documents.

1.11 **"CITY HOME-ARP PROMISSORY NOTE"** means the promissory note executed by the Borrower concurrently herewith in favor of Lender in the amount of One Million Two-Hundred Thousand Dollars ($1,200,000), to evidence the City HOME-ARP Loan as well as any amendments to, modifications of, or restatements of said promissory note entered into concurrently herewith.

1.12 **"CITY HOME-ARP LOAN REGULATORY AGREEMENT"** means the agreement executed by Borrower and Lender entered into concurrently herewith and recorded against the Property which regulates the use of the HOME-ARP-Assisted Units.

1.13 **"COORDINATED ENTRY SYSTEM"** means the information system utilized by Lender under the Continuum of Care for coordinating, prioritizing and insuring to the greatest extent possible non-duplication of homeless programs and services, which accordingly identifies the most vulnerable homeless persons and households and serves as basis to inform priority provision of HOME-ARP Assisted Units to Qualifying Populations.

1.14 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal, state, or local environmental and health and safety laws and regulations, including, without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with industry standards and in compliance with all applicable laws at the time of such use.

1,15 "**HCD**" means the California Department of Housing and Community Development.

1.16 **"HOME-ARP AFFORDABILITY PERIOD"** means collectively the period of time during which the HOME-ARP Assisted Units must meet the affordability requirements imposed under the HOME-ARP program, commencing upon Project Completion date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after Project Completion date and the date of the recordation of notice of completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the date of recordation of the notice of completion."

1.17 **"HOME-ARP-ASSISTED UNIT"** means those five (5) Project apartment units subject to HOME-ARP funding requirements pursuant to the HOME-ARP Loan Documents, and subject to additional restrictions and requirements set forth the HOME-ARP Loan Regulatory Agreement, which are restricted to occupancy by Qualifying Populations.

1.18 **"HOME-ARP FUNDS"** means funds provided to Borrower by Lender pursuant to the terms of this City HOME-ARP Loan Agreement and as defined in 24 CFR 92.2.

1.20 **"HUD"** means the United States Department of Housing and Urban Development.

1.21 **"INSURANCE REQUIREMENTS"** means the insurance coverages which must be in full force and effect at all times during the Term of this City HOME-ARP Loan Agreement, as specified in **Exhibit C**, which is attached hereto and hereby incorporated into this City HOME-ARP Loan Agreement by this reference.

1.23 **"LENDER"** means the City of Oxnard, a municipal corporation of the State of California.

1.24 "**LENDERS' SHARE OF RESIDUAL RECEIPTS**" means fifty percent (50%) of the Residual Receipts.

1.25 **"LOW-INCOME HOUSEHOLD"** means a household with household income at or below eighty-percent (80%) of the Area Median Income, as defined by the U.S. Department of Housing and Urban Development at 24 CFR Part 92.

1.26 **"OPERATING EXPENSES"** means, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including, but not limited to, pest control, landscaping and grounds maintenance, painting, cleaning, repairs and alterations, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, reasonable property management fee, City monitoring fee, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, salaries, wages, and other employee compensation and benefits, employee education, training, and travel, communication costs. taxes, materials and supplies, any fees or costs in connection with resident/social services provided to tenants, social services oversight fee, any current and accrued annual asset management fee, or similar fee, paid to the Tax Credit Investor or its designee. any current and accrued annual partnership management fee, or similar fee, paid to the managing general partner of the Borrower, payment of any previously unpaid portion of the developer fee , as defined in Section 4.15 of this Agreement, any required capital contributions as set forth in the Borrower's Partnership Agreement, repayment of

any advances or loans made by a partner in the Borrower to fund operating shortfalls, extraordinary operating costs specifically approved by the City, other ordinary and reasonable operating expenses not listed above, and payments of principal and interest on the Senior Loan. Operating Expenses shall also include cash deposited into reserves for operating expenses with respect to the Project, not to exceed an amount sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments, or such greater amount as may be required by a Senior Lender or the Tax Credit Investor and approved by the City, an amount approved by Lender and capital replacements with respect to the Project in an amount not less than two hundred fifty dollars ($250) per unit and not more than five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Tax Credit Investor or Senior Lender and approved by City. Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account. The Operating Expenses shall be reported in each Annual Financial Statement.

1.27 **"MONITORING FEE"** The City shall charge Borrower an annual monitoring fee in the initial amount of $115 per HOME-ARP Unit, and increased annually by 3%, to conduct on-site Project monitoring.

1.28 "**PARTNERSHIP AGREEMENT**" means the Agreement of Limited Partnership executed by the partners of Borrower, to be amended and restated upon admittance of the Tax Credit Investor as limited partner(s) to the partnership, and as may be further amended from time to time.

1.29 **"PROJECT"** means the construction, operation and management of the Property and the improvements thereon according to the terms of this City HOME-ARP Loan Agreement and as defined in 24 CFR 92.2.

1.30 "**PROJECT COMPLETION**" means that all necessary title transfer requirements and construction work for the Project have been performed; the Project complies with the requirements of 24 CFR Part 92 (including, but not limited to, the property standards under § 92.251); the final drawdown of HOME-ARP funds has been disbursed for the Project; and the Project completion information, included herein as **Exhibit H (Rental Set-Up and Completion Form)** has been provided to the City by Borrower and entered into the Integrated Disbursement and Information System (IDIS) established by HUD, except that with respect to rental housing Project completion, for the purposes of § 92.502(d), Project completion occurs upon completion of construction and before occupancy. Upon receipt, Borrower shall provide Lender with a copy of the Project's Certificate of Occupancy and Notice of Completion. Project Completion shall in no event be extended beyond four (4) years from the Effective Date of this Agreement.

1.31 **"PROPERTY"** means the property located at 536-538 Meta Street, Oxnard, California 93030, as more particularly described in **Exhibit A**, which is attached hereto and hereby incorporated into this City HOME-ARP Loan Agreement by this reference.

1.32 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a member of a Qualifying Population and that is also a Low-Income Household.

1.33 **"QUALIFYING POPULATION"** means a household that qualifies for priority consideration and preference for a HOME-ARP Assisted Unit pursuant to HUD CPD Notice 21-10, Section IV, "*Qualifying Populations, Targeting and Preferences*". Qualifying Populations are identified broadly as individuals and families who are: 1) Homeless (as defined at 24 CFR 91.5); 2) At Risk of Homelessness

(as defined at 24 CFR 91.5); 3) Fleeing or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (as defined by HUD); and 4) "**Other Populations**," where providing supportive services or assistance under Section 212(a) of the National Affordable Housing Act (NAHA) (42 U.S.C 12742(a)), would prevent the family's homelessness or would serve those with the greatest risk of housing instability. A more detailed and specific description of Qualifying Populations, as set forth in HUD CPD Notice 21-10, is excerpted and included herein as **Exhibit D.**

1.34 **"QUALIFYING RENT"** means that HOME-ARP rental units occupied by Low-Income Households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the income of a family at sixty-five percent (65%) of AMI for Low-Income Households, as determined by HUD, or for Very-Low-Income Households, must not exceed 30% of the adjusted income, of a household whose Annual Income, as defined in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1), is equal to or less than fifty percent (50%) of the AMI for the area with adjustments for number of bedrooms in the unit. A household that was a Qualifying Household at initial occupancy and whose Annual Income at the time of income re-certification is above 80% of AMI must pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income.
In accordance with 24 CFR 92.252(b), if the tenant pays for utilities and services (excluding telephone), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the Oxnard Housing Authority Utility Allowance or other annual utility schedule as determined by the City of Oxnard and HUD, if applicable.

1.35 **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

1.36 **"REVENUE"** means for each calendar year, all revenue, income, receipts, and other consideration actually received by Borrower from operation and leasing of the Project. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Project (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Project for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

1.37 "**SENIOR LOAN**" means, collectively, (i) that certain taxable and tax-exempt construction loan to be made to Borrower by commercial institutional bank ("**Senior Lender**") in an aggregate principal amount not to exceed $44,000,000 for construction of the Project, which will convert to a Project permanent loan in an amount not to exceed approximately $3,500,000; (ii) a loan from HCD's Affordable Housing and Sustainable Communities Program in the approximate amount of $25,000,000; (iii) the certain construction loan to be made to Borrower by Housing Trust Fund of Ventura County in the original principal amount of $5,000,000, which loan shall be repaid at permanent loan conversion. and (iv) any other senior financing approved by the City's Housing Director in writing, and any refinancing of any such loans in an amount not to exceed the then outstanding principal balance of such loan plus closing costs.

1.38 "**TAX CREDIT INVESTOR**" means the limited partner(s), and its (their) successors and assigns, admitted to the Borrower in connection with the allocation of low income housing tax credits to the Project, which admission will occur concurrently with closing of construction financing for development of the Improvements.

1.39 "**TCAC**" means the California Tax Credit Allocation Committee.

1.40 **"TERM"** means the period of time that this City HOME-ARP Loan Agreement will be in effect as described in Section 9.6, below.

1.41 **"VERY LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2, whose Annual Income does not exceed fifty percent (50%) of the Area Median Income, with adjustments for household size as defined by the U.S. Department of Housing and Urban Development at 24 CFR Part 92.

ARTICLE 2 TERMS OF THE CITY HOME-ARP LOAN

2.1 **CITY HOME-ARP LOAN.** Subject to the terms and conditions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents, Lender agrees to make, and Borrower agrees to accept, the City HOME-ARP Loan.

2.2 **AMOUNT.** The principal amount of the City HOME-ARP Loan shall be an amount not to exceed One Million Two-Hundred Thousand Dollars ($1,200,000) and shall be evidenced by the City HOME-ARP Promissory Note. In the event Lender is unable to secure HOME-ARP Funds for this City HOME-ARP Loan Agreement for any reason at any time, Lender shall not be obligated to make payments to Borrower unless and until HOME-ARP Funds become available to Lender, and Borrower shall hold Lender harmless.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, below, the City HOME-ARP Promissory Note shall bear simple interest at a rate of three percent (3%) per annum from the date of the first disbursement under the City HOME-ARP Promissory Note.

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the City HOME-ARP Loan at an annual rate equal to the lesser of (i) ten percent (10%), or (ii) the highest interest rate allowed by law ("**Default Interest**"), from the date of such default until the date that such default, if subject to and capable of cure, is cured in accordance with the terms of the City HOME-ARP Loan Documents, or the City HOME-ARP Loan is repaid in full ("**Default Interest Period**"). The Default Interest shall be paid to Lender monthly, due and payable on the first day of each month during the Default Interest Period.

2.5 **TERM OF CITY HOME-ARP LOAN.** The principal and interest of the City HOME-ARP Loan shall be due and payable in accordance with the provisions of the City HOME-ARP Promissory Note. In the event of default by Borrower, as defined below in Section 8.1, which has not been cured as provided for below in Section 8.2, the principal and all then-current and interest shall be due and payable in accordance with Section 8.3, below.

2.6 **USE OF CITY HOME-ARP FUNDS.** HOME-ARP Funds shall be used only for Project construction-related costs specified in the Budget attached hereto as **Exhibit B** and shall only be disbursed in accordance with the provisions of Article 3. The Budget shall not be modified unless approved in accordance with Section 9.2 of this City HOME-ARP Loan Agreement, provided that all costs set forth therein are eligible under 24 CFR 92.206, and that the level of Environmental Review completed under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.), and applicable related environmental authorities at 24 CFR 50.4, and HUD's implementing regulations at 24 CFR Parts 50 and 58, remain applicable. HOME-ARP Funds shall only be utilized for costs related to residential uses, and shall not be utilized for costs related to commercial uses or any other nonresidential uses associated with the Project.

2.7 **SECURITY.** Borrower shall secure its obligation to repay the City HOME-ARP Loan by executing a City HOME-ARP Loan Deed of Trust and recording it as a lien against the Property, subordinate only to the City HOME-ARP Loan Regulatory Agreement and the Senior Loans. Upon closing, Borrower shall cause the recordation of the City HOME-ARP Loan Deed of Trust, and the City HOME-ARP Loan Regulatory Agreement with the Recorder for the County of Ventura, and shall cause the delivery of conformed copies of the recorded documents to Borrower.

2.8 **REPAYMENT OF THE CITY HOME-ARP LOAN**. On or before each payment date, starting July 1st of the year following issuance of first certificate of occupancy for the Project, and each July 1st thereafter until the City HOME-ARP Loan is paid in full or otherwise terminated, the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with the required annual payment for the preceding calendar year and each Payment Date thereafter until the Loan is paid in full or otherwise terminated. Borrower shall make annual payments on the City HOME-ARP Loan as follows: (i) while the loan to Borrower from the HCD Affordable Housing and Sustainable Communities (AHSC) Program for affordable housing development in the amount of $25,000,000 ("**AHSC AHD Loan**") is made and outstanding, ten and thirty-six hundredths percent (10.36%) of the Lenders' Share of Residual Receipts for the previous calendar year; and (ii) if the AHSC AHD Loan is not made or at such time as the AHSC AHD Loan has been fully satisfied, the Lenders' Share of Residual Receipts for the previous calendar year, each, an annual payment. Notwithstanding anything herein to the contrary, in allocation of the pay down of the City HOME-ARP Loan and the loans from the City made concurrently herewith under the HOME Investment Partnerships Act Program in the original principal amount of One Million Dollars ($1,000,000) ("**City HOME Loan**") and the Community Development Block Grant Program in the original principal amount of Six Hundred and Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) ("**City CDBG Loan**"), the priority of repayment shall be first repayment in full of the City HOME-ARP Loan, then repayment in full of the City HOME Loan, and thereafter repayment in full of the City CDBG Loan. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In

any event all principal owed and all current and accrued interest of the Loan, if any, shall be due and payable as provided in Section 2.5 above.

2.9 **PREPAYMENT OF CITY HOME-ARP LOAN.** Prepayment of the City HOME-ARP Loan shall not affect Borrower's obligations under the City HOME-ARP Loan Regulatory Agreement.

2.10 **ANNUAL OPERATING EXPENSES.** Sixty (60) days prior to the end of each calendar year, Borrower shall submit to Lender, for Lender's review and approval, a proposed operating budget, showing Operating Expenses as defined in Section 1.26 of this Agreement, for the Project for the following calendar year. Each such proposed operating budget shall include scheduled payments to be made into operating and replacement reserve accounts. Actual Operating Expenses incurred by Borrower shall not exceed the amount of Operating Expenses set forth in the applicable Lender-approved operating budget by more than 5% without Lender's prior written consent.

2.11 **OPERATING AND CAPITAL REPLACEMENT RESERVE FUNDS.** Borrower shall establish an interest-bearing account to be known as the Operating Reserve Account. Upon the Conversion Date, Borrower shall deposit an amount into the Operating Reserve Account sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments ("Target Balance"), or such greater amount as may be required by a Senior Lender or the Tax Credit Investor and approved by the City. Funds shall be invested subject to the prior written approval of the City (such approval not to be unreasonably withheld or delayed), and any earnings shall become and remain a part of the Operating Reserve. Funds may be drawn only when revenue is insufficient to pay operating expenses and may be used as permitted under Borrower's Partnership Agreement. Promptly following any withdrawals from the Operating Reserve Account, written notice shall be provided to the City which provides a narrative of the nature of the operating deficits that are being cured, including all necessary amounts to cure them. If the balance in the Operating Reserve Account falls below the amount required to pay three (3) months of operating expenses and three (3) months of mandatory debt service payments, then Borrower shall apply net cash flow, when and if available, or other funds, to the replenishment of Operating Reserves until the Target Balance is achieved.

At or before the Conversion Date, Borrower shall establish an interest-bearing account to be known as the Capital Replacement Reserve Account. Annually prior to March 31 of each year, Borrower shall deposit into the Replacement Reserve Account an amount equal to a minimum of two hundred fifty dollars ($250) per unit but shall not exceed five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Tax Credit Investor or Senior Lender and approved by City. The funds in the Capital Replacement Reserve Account shall be held in an interest-bearing account, and any earnings shall become and remain a part of the Replacement Reserve. The Borrower may withdraw funds from the Capital Replacement Reserve Account solely to replace or maintain Project assets that have a useful life of more than one (1) year in accordance with Generally Accepted Accounting Principles ("**GAAP**"), and have been or will be depreciated on the Partnership Tax Return, Form 1040P, filed with the Internal Revenue Service by the Borrower's accountant. Promptly following any withdrawals from the Capital Replacement Reserve Account, written notice shall be provided to the City which provides a narrative of the nature of the repairs that are being made, including all necessary amounts to repair them. Borrower shall not withdraw funds from the Capital Replacement Reserve Account for any other purpose without the prior written approval of the

City. Projected Operating and Capital Replacement Reserve amounts are identified in the Operating Pro forma, attached hereto as **Exhibit B**.

2.12 **NON-RECOURSE**. Except as provided below, the Borrower, and the Borrower's partners, officers, directors, employees and agents, shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the City HOME-ARP Loan or the performance of the covenants of the Borrower under the City HOME-ARP Loan Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the City HOME-ARP Promissory Note and defaults by the Borrower in the performance of its covenants under the City HOME-ARP Loan Deed of Trust shall be to the property described in the City HOME-ARP Loan Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the City HOME-ARP Promissory Note and of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the City HOME-ARP Promissory Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the City HOME-ARP Promissory Note and the performance of the Borrower's obligations under the City HOME-ARP Loan Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower's obligation to indemnify the City under this Agreement, or liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Borrower's interest of the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the City HOME-ARP Loan Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Project.

2.13 **SUBORDINATION**. The City HOME-ARP Loan Deed of Trust shall be subordinated to each lien securing a Senior Loan (a "**SENIOR LIEN**") and to other liens securing financing set forth in the Budget or as otherwise approved in writing by the Housing Director, if any, but only on condition that all of the following conditions are satisfied:

A, All the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

B. The subordination agreement(s) must be structured to minimize the risk that the City HOME-ARP Loan `Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

C. The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

ARTICLE 3 CITY HOME-ARP LOAN DISBURSEMENT

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of HOME-ARP Funds, or take any other action under the City HOME-ARP Loan

Documents, unless the following conditions precedent are satisfied prior to the disbursement of HOME-ARP Funds:

A. Borrower has acquired title to the Property;

B. There exists no Event of Default or any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

C. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the City HOME-ARP Loan Documents, including but not limited to an ALTA Lender's policy of title insurance in the amount of One Million Two-Hundred Thousand Dollars ($1,200,000) from a title insurance company approved by the Lender in a form reasonably acceptable to Lender;

D. Borrower has provided to Lender certificates of insurance as specified in the insurance requirement provisions set forth in **Exhibit C**;

E. Borrower has secured all final permits (or ready to issue letter upon payment of fees), entitlements and approvals required by all permitting and regulatory authorities and jurisdictions in connection with the Project; and

F. Borrower has complied with all reporting requirements set forth in this City HOME-ARP Loan Agreement, including, but not limited to, Section 3.2 and Section 5.11, as applicable, as well as all reporting requirements set forth in the other City HOME-ARP Loan Documents.

3.2 **DISBURSEMENT OF HOME-ARP FUNDS.** Lender shall provide HOME-ARP Funds to Borrower only for eligible Project costs incurred by Borrower and approved by Lender in accordance with the Project Budget and disbursement schedule **(Exhibit B)**. HOME-ARP Funds subject to reimbursement to Borrower for eligible Project costs will be disbursed as incurred and after Borrower has submitted to Lender all Project cost and related documentation confirming cost eligibility and evidence of payment for which reimbursement is requested by Lender. Borrower may not request disbursement of HOME-ARP Funds until needed for payment of eligible Project costs in accordance with the Project Budget. The amount of each Borrower reimbursement request must be limited to the amount needed. Program income must be disbursed before Borrower requests funds from Lender. Disbursement of HOME-ARP Funds to Borrower shall not exceed a total of One Million Two-Hundred Thousand Dollars ($1,200,000).

HOME-ARP Funds shall be disbursed through periodic payments based upon construction costs incurred and construction work completed, as evidenced by documentation supporting the completed work signed by the Project architect and verified by Lender. Borrower shall submit to Lender disbursement requests ("**Written Disbursement Requests**") in writing no more frequently than one time per month. Written Disbursement Requests shall include itemized invoices corresponding to the Budget **(Exhibit B)**. Borrower shall also attach copies of receipts or other acceptable proof of payment by Borrower and that demonstrates date of payment. Lender reserves the right to request additional documentation as necessary to comply with Federal, state and local regulations, and Borrower shall comply with all such requests.

Written Disbursement Requests shall only be for items included in the Budget **Exhibit B** in the form of a signed Expenditure Summary Payment Request (ESPR) form attached hereto as **Exhibit F** or other form approved by Lender**.** Changes shall not be made to the Budget without the prior written consent of Lender. However, Lender's obligations shall in no event exceed the amount of One Million Two-Hundred

Thousand Dollars ($1,200,000). All costs incurred in construction, development and operation of the Project shall be the responsibility and obligation solely of Borrower.

Notwithstanding the foregoing, as a special disbursement condition, Lender shall retain ten percent (10%) of HOME-ARP Funds until Borrower has completed the construction of the Project, as evidenced by a certificate of occupancy (or functional equivalent) and recording of a notice of completion for the Property and provided beneficiary data for the five (5) HOME-ARP Assisted Units of the Project as required under the HOME-ARP Program, and all liens against the Property, if any, are released.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **COMMENCEMENT OF CONSTRUCTION.** Borrower shall commence construction of the Project no later 60 days from close of construction financing. In no event shall construction commence more than 12 months from the Effective Date of this City HOME-ARP Loan Agreement. Commencement of Project construction shall mean obtaining all final permits, entitlements and approvals required by all permitting and regulatory authorities and jurisdictions and commencing work at the Property on any task associated with a line item in the Budget that requires a permit, entitlement or approval. If Borrower fails to commence construction as set forth above, Lender may terminate this City HOME-ARP Loan Agreement pursuant to Article 8, below, without affording Borrower any opportunity to cure such default. Upon execution of this City HOME-ARP Loan Agreement and prior to closing on construction financing, Borrower shall provide City with the Project set-up information included herein as **Exhibit H (Rental Set-Up and Completion Form),** necessary for City staff to enter Integrated Disbursement and Information System (IDIS) data, established by HUD.

4.2 **COMPLETION OF CONSTRUCTION.** Borrower shall diligently pursue construction of the Project to completion, in accordance with the Schedule of Performance attached hereto as **Exhibit G** and incorporated by this reference, subject to Section 4.14, and as may be modified from time to time as mutually agreed by the Borrower and the Housing Director in writing. In no event shall construction completion exceed 4 years from the effective date of this Agreement. Further, Borrower shall ensure that the HOME-ARP Assisted Units are occupied by eligible tenants no later than six (6) months after completion of construction. Borrower shall deliver to Lender proof of Project Completion as evidenced by, inter alia, the recording of a notice of completion for the Property and certificate(s) of occupancy (or functional equivalent) issued by the City building official for the Project.

4.3 **FINANCING.** Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the Project.

4.4 **CONTRACTS AND SUBCONTRACTS.** All work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform such work or service in the State of California.

Unless otherwise approved by Lender, to ensure that all construction costs incurred are reasonable and appropriate, all contracts entered into for construction in connection with the Project ("**Construction Contract**") shall be the result of either competitive or negotiated bids.

All costs incurred in construction, development and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 **INSPECTIONS.** Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection of the Project site by Lender and by public authorities during

business hours for the purposes of determining compliance with this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents.

4.6 **SITE SUPERVISION.** During the construction of the Project, Borrower shall maintain a full time Project site superintendent to supervise all construction work on the Property. The site superintendent shall be on-site at all times during construction work on the Property.

4.7 **CONSTRUCTION RESPONSIBILITIES.** Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including, but not limited to, the quality and suitability of the construction work described in the Budget **(Exhibit B)**, the supervision of construction work, and the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and property managers. To ensure compliance with all applicable labor code requirements, Borrower shall hire a labor compliance monitor. Any review or inspection undertaken by Lender with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the construction of the Project.

4.8 **BARRIERS TO THE DISABLED.** The Project shall be developed and the Property shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 U.S.C. 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within 30 days after Borrower has completed the construction of the Project, Borrower shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the number, locations and type of accessible units and the accessibility features of those units.

4.9 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the construction or maintenance of the Project and shall comply with Federal regulations set forth in 24 CFR Part 35, subparts A, B, J, K, M and R, 29 C.F.R., 40 C.F.R., the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X (42 U.S.C., 4851, et seq.), the Lead-Based Paint Poisoning Paint Provision Act (42 USC 4821, et seq.), California O.S.H.A., California Health and Safety Code, and all other applicable Federal, state and County standards. Borrower shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Project which involve the application of paint or removal of asbestos.

4.10 **QUALITY OF WORK AND PROPERTY STANDARDS.** Borrower shall construct the Project in conformance with all applicable laws, including, but not limited to:

A. All applicable Federal, state and local statutes and regulations;
B. All applicable Federal, state and local building codes and zoning ordinances;
C. All permits, entitlements and approvals for the Project;
D. International Energy Conservation Code and applicable Federal, state and local energy conservation codes; and
E. Property standards set forth at 24 CFR 92.251.

4.11 **MECHANICS LIENS AND STOP NOTICES.** If any claim of lien is filed against the Property or a stop notice affecting the City HOME-ARP Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice

by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Lender may use such deposit to satisfy any claim or lien that is adverse to or against Borrower.

Borrower shall record a valid notice of cessation or notice of completion upon cessation of construction work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation on the part of Lender, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Property.

4.12 **COMPLIANCE WITH HOME AND HOME-ARP PROGRAM(S) AND OTHER FEDERAL REQUIREMENTS.** All requirements imposed on properties assisted under the HOME-ARP program as contained in 42 U.S.C. Sections 12701, et seq., 24 CFR Part 92, and HUD Federal Register Notice 86 FR 56764, *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*, HUD September 13, 2021, CPD Notice 21-10 (https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf), and all other implementing rules and regulations governing the use of the HOME-ARP Funds (collectively, the "**HOME-ARP Regulations**") are incorporated herein by this reference. In the event of any conflict between this City HOME-ARP Loan Agreement and the HOME-ARP Regulations, the HOME-ARP Regulations shall govern, except in consideration of certain waivers and alternative requirements related and pursuant to Federal Register Notice 86 FR 56764.

The laws and regulations governing the use of the HOME-ARP Funds include (but are not limited to) the following:

A. OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110 and A-122.

B. Audit requirements. In accordance with 24 CFR 84.26 and 85.26, agencies that expend $500,000 or more in federal funds in a year as calculated therein must undergo a single audit in compliance with OMB Circular A-133.

C. Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

D. Handicap Discrimination. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibits discrimination against the handicapped in any federally assisted program.

E. Environmental Review. The provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.), and applicable related environmental authorities at 24 CFR 50.4, and HUD's implementing regulations at 24 CFR Parts 50 and 58.

F. Fair Housing. The requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations at 24 CFR Parts 100, 109 and 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.

G. Prevailing Wages. If applicable, Borrower shall comply, and cause all contractors and subcontractors to comply with (1) Davis-Bacon and Related Acts (40 U.S.C. 3141, et seq.); (2) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333); (3) Copeland Anti-Kickback Act (40 U.S.C. 3145); and (4) Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et. seq.).

H. Section 3. The work to be performed under this City HOME-ARP Loan is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The regulations are found at 24 CFR Part 75 ("part 75").

Borrower agrees to comply with HUD's regulations in part 75, which implement Section 3. Borrower agrees to comply with the requirements set forth in 24 CFR Sections 75.9 and 75.19, as applicable. As evidenced by their execution of this City HOME-ARP Loan, Borrower certifies that it is under no contractual or other impediment that would prevent it from complying with the part 75 regulations.

Borrower shall, and shall cause its contractors and subcontractors to, implement part 75 regulatory requirements as described herein, and shall conduct its business practices in a manner that provides records and reports consistent with HUD Section 3 reporting and compliance under covered contracts, including, but not limited to: 1) certifications, records and documentation confirming contractor and business qualification as a Section 3 Business Concern, if applicable; 2) certifications, records and documentation confirming workers' qualification and status as a Section 3 and/or Targeted Section 3 Worker; if applicable; c) certified payroll records, reports and documentation reflecting time and hours for all labor performed on Section 3 covered contracts, including hours for certified Section 3 and Targeted Section 3 workers, if and as applicable; and d) any such additional records, documents and reports that Lender may request to confirm compliance with part 75 requirements.

The Borrower shall, and shall cause each of its contractors and subcontractors to, include this Section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in such Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in part 75. The Borrower shall not contract with or permit its contractors to subcontract with any contractor or subcontractor where the Borrower has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in part 75.

In the event that Lender or HUD determines that it is necessary to deploy qualitative efforts in accordance with 24 CFR Sections 75.15(b) and/or 75.25(b), Borrower shall work in good faith with Lender in order to implement such qualitative efforts. Such efforts may include the qualitative efforts outlined in Lender's Section 3 Plan, Policies and Procedures, as it may be revised or amended from time to time. Lender's Section 3 Plan, Policies and Procedures are available upon request at HCD offices and provided electronically.

Noncompliance with HUD's regulations in part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I. Minority and Women's Business Enterprise. The requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e) whereby Borrower shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

J. Conditions for Faith-Based Organizations. Borrower shall comply with HOME regulations pertaining to faith-based activities set forth at 24 CFR 92.257.

K. Debarred Contractors. Borrower shall ensure that no contractors, subcontractors, or consultants in connection with the Project are debarred or otherwise prohibited from participation in a federal project pursuant to 2 CFR Part 2424. Borrower shall furnish Lender with evidence of compliance with this Section 4.12.K generated from the System for Award Management (SAM) at www.sam.gov.

L. Anti-Lobbying. Borrower hereby certifies that: (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of Borrower, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) Borrower shall require that the language of subparagraphs (1) and (2) of this paragraph (L) and the paragraph (M), immediately below, of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements), and that Borrower and all contractors and subcontractors shall certify and disclose accordingly.

M. Lobbying Certification. 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 section 1352, title 31, U.S.C. 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.

N. HUD Regulations. Any other HUD regulations present or as may be amended, or added in the future pertaining to HOME and/or HOME-ARP.

4.13 **RELOCATION.** If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits, including but not limited to the Uniform Relocation and Real Property Acquisitions Act of 1970, as amended, (42 USC 4601, et seq.) ("URA"), Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d)), regulations at 24 CFR Part 42 and 49 CFR part 24, and HUD Handbook 1378. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws. If, upon audit review by Lender or by any Federal agency, it is

determined that additional relocation payments are due, then Borrower consents to make such payments. In the event Borrower does not make payments as requested by Lender, then this shall constitute an Event of Default, and Lender may require immediate repayment by Borrower to Lender of the City HOME-ARP Loan plus any and all relocation payments due. Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or **Exhibit C**, Borrower hereby agrees to indemnify, defend, and hold harmless Lender for any action brought against Lender arising out of any alleged failure to comply with relocation obligations with respect to this Project.

4.14 **UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this City HOME-ARP Loan Agreement by a Party shall be extended for a period equal to the period of any delay directly affecting such Party which is in no way attributable to the acts or omissions of such Party and is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; pandemics or epidemics and applicable government-mandated quarantine restrictions; freight embargoes, or other events beyond the reasonable control of, and in no way attributable to the acts or omissions of, such Party claiming the delay (the foregoing, collectively "**Force Majeure Events**"). An extension of time for any of the above-specified Force Majeure Events will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of such Force Majeure Events, and such extension of time is either accepted by the other Party in writing, or is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. Times of performance under this City HOME-ARP Loan Agreement may otherwise be extended only by the mutual written agreement of Lender and Borrower, duly executed by both Parties. Notwithstanding the foregoing or any other provision of this City HOME-ARP Loan Agreement or any other City HOME-ARP Loan Document, the Borrower shall immediately repay to Lender all HOME-ARP funds invested in Units that are not rented to eligible Qualifying Households or Low-Income Households, as applicable, within twelve (12) months of Project Completion, and the time for such performance shall not be subject to extension due to Force Majeure Events or otherwise, or subject to cure.

4.15 **DEVELOPER FEE**. The City shall limit the cash developer fee plus any deferred developer fee repaid in a priority position ahead of residual receipts up to a total of $2,500,000. Any amount of developer fee above $2,500,000 shall be contributed as general partner equity or structured as a deferred developer fee solely repaid out of the Borrower's share of residual receipts. The maximum developer fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower) for development and construction management services approved by the City may be revised from time to time by the Housing Director. Except for the developer fee, the fees set forth in the definition of "**OPERATING EXPENSES**" as set forth in Section 1.26 of this City HOME-ARP Loan Agreement, compensation paid under the construction contract for the Project, compensation paid under the management agreement for the development, and compensation paid under the services agreement for the development, no compensation from any source shall be received by or be payable to the Borrower, any entity Controlled by the Borrower or any general partner of Borrower in connection with the provision of development and construction management services for the construction of the Project.

ARTICLE 5 OPERATION

5.1 **OPERATION OF PROJECT**. Borrower shall operate and manage the Project after Project Completion in full conformance with the terms of the City HOME-ARP Loan Regulatory Agreement.

Borrower shall maintain and operate the HOME-ARP Assisted Units so as to provide decent, safe, and sanitary housing, and shall provide the HOME-ARP Assisted Units with the same level of services

(including security, if used for other dwelling units), amenities, and maintenance as are applied to the other dwelling Units in the Project. Optional services provided must be available to all Project residents under the same terms and conditions.

Borrower agrees that during the Term of the HOME-ARP Loan Regulatory Agreement, Lender shall have the right to review, approve and request material changes to the Management Plan as described in Section 5.2, below, the operation of the Project and property management entity, in order to preserve the affordability, physical appearance and condition of the Project. Any changes to the Management Plan requested by Lender and not reasonably disapproved by Borrower within thirty (30) days after Borrower's receipt of such request shall be deemed approved and shall be implemented by Borrower.

5.2 **MANAGEMENT PLAN**. In the leasing and operation of the Project, Borrower shall manage and operate the HOME-ARP Assisted Units in accordance with a Management Plan ("**Management Plan**") approved by the City's Housing Director. No change shall be made to the Management Plan without Lender's prior written approval in each instance.

5.3 **AFFIRMATIVE MARKETING PLAN.** In the marketing of the Project, Borrower shall comply with the affirmative marketing provisions of the Management Plan. The Management Plan shall include information on affirmative marketing efforts and compliance with fair housing laws. At a minimum, the Project must at all times during the Term meet the affirmative marketing requirements set forth in 24 CFR 92.351, as such may be amended from time to time.

5.4 **TENANT SELECTION**. In the selection of tenants for the HOME-ARP Assisted Units, Borrower shall comply with the written tenant selection provisions that comply with 24 C.F.R. section 92.253 (d), as amended from time to time. The Tenant Selection Plan shall be incorporated into Borrower's Management Plan. The Tenant Selection Plan, attached hereto and incorporated by this reference as Exhibit I, is subject to final approval by the Lender.

Borrower shall rent the HOME-ARP Assisted Units to Qualifying Populations according to the Tenant Selection Plan. Borrower shall verify each prospective HOME-ARP Assisted Unit tenant's eligibility as a Qualifying Household and shall require from each prospective HOME-ARP Assisted Unit tenant income documentation as described in the City HOME-ARP Loan Regulatory Agreement. In selecting tenants for residence of the HOME-ARP Assisted Units, Borrower may utilize and coordinate with the County Coordinated Entry System (the "**CoC**"), Homeless Management Information System (HMIS) and rent HOME-ARP Assisted Units to members of HOME-ARP Qualifying Populations. However, the CoC shall not be the exclusive referral partner, referrals may be accepted by the Borrower from other agencies that serve the qualifying populations as well as any individual wishing to apply for tenancy. All referrals received will be given priority based solely on the order of the date and time of their application submission. Borrower will create a waiting list. Applicants for occupancy in HOME-ARP units must submit a completed application that provides sufficient information to be placed on the waiting list. Placement on the waiting list does not indicate the applicant will be eligible for occupancy – a final determination must be made when the applicant is selected from the waiting list

5.5 **INCOME CERTIFICATION**. The Annual Income levels and other qualifications of applicants for HOME-ARP Assisted Units shall be certified by Borrower no earlier than sixty (60) calendar days prior to the Qualifying Household's expected occupancy of a HOME-ARP Assisted Unit and recertified annually thereafter by the Borrower. If the household size of a Qualifying Household occupying a HOME-ARP Assisted Unit changes, the Borrower may request additional information and documentation to determine eligibility.

A. Initial Annual Income Verification. Before a Qualifying Household occupies a HOME-ARP Assisted Unit, the Borrower shall verify that the Annual Income provided in an Annual Income

certification for such Qualifying Household is accurate by taking both of the following steps as a part of the verification process, and this Initial Annual Income Certification will serve as basis for determining the tenant rent portion for payment of monthly rent, not for determining such Qualifying Household's income eligibility to reside in the HOME-ARP Assisted Unit:

(1) Third-Party Verification: Borrower shall contact all third parties in writing (*e.g.*, employer, Social Security Administration, public assistance agency) to request that such third parties provide information in writing to verify such Qualifying Household's Annual Income. Written requests and responses are required; and

(2) Review of Documents: Borrower shall require such Qualifying Household to provide documents verifying such Qualifying Household's Annual Income (*e.g.*, pay stubs, tax returns), and shall then retain such documents in the Project files.

B. Annual Income Recertification. At the time of such Qualifying Household's lease renewal, or pursuant to an annual schedule adopted by the Borrower, and no later than the one-year anniversary of the initial Annual Income verification for such Qualifying Household, and annually thereafter, Borrower shall recertify the Annual Income of each Tenant occupying a HOME-ARP Assisted Unit using the method as described in Section 5.5.A, above.

C. Household Income. Household income of HOME-ARP rental unit tenants must be determined following the requirements at 24 CFR 5.609 (Section 8/HCV income calculation), unless the household is assisted by a state or federal project-based rental subsidy or receiving federal tenant-based rental assistance. When a unit is assisted by a state or federal project-based rental subsidy or a household is receiving a federal tenant-based subsidy (e.g., Housing Choice Voucher), then the income determination of the public housing agency, Section 8 project owner, or County Coordinated Entry System subrecipient's determination of income must be accepted by the Project Owner in accordance with 24 CFR 92.203(a)(1).

5.6 **INITIAL LEASING THE PROJECT**. Before leasing any Unit, Borrower shall submit its proposed form of lease for Lender's review and approval ("**Lease**"). The term of the Lease shall be for no less than one year and shall not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), as may be amended from time to time. No rent increase shall occur at any time during the term of the Lease. Any termination of the Lease or refusal to renew must be in conformance with 24 C.F.R. 92.253(c) and must be preceded by not less than 30 days prior written notice to the tenant by the Borrower specifying the grounds for such action. 30 days prior to leasing the HOME-ARP-Assisted Units in the Project, Borrower shall submit its proposed HOME-ARP-Assisted Units rents and utility allowance schedule to Lender for Lender's review and approval. Within six (6) months of Project Completion ("**Occupancy Deadline**"), Borrower shall lease all five (5) HOME-ARP-Assisted Units to Qualifying Populations and shall deliver to Lender detailed occupancy data and demographic information on the tenants occupying the HOME-ARP-Assisted Units.

In the event that any HOME-ARP-Assisted Unit is not occupied by a Qualifying Populations as of the Occupancy Deadline ("**HOME-ARP-Assisted Unit Vacancy**"), Borrower may cure such breach by (i) providing to Lender within five (5) days after the Occupancy Deadline written notice of each such HOME-ARP-Assisted Unit Vacancy, (ii) providing to Lender within ten (10) days after the Occupancy Deadline a detailed record of Borrower's marketing efforts with respect to the Project and the HOME-ARP-Assisted Units, and (iii) comply with all of Lender's requests for additional information pertaining to such marketing efforts.

In the event that any HOME-ARP Assisted Unit is not occupied by a Qualifying Population household, within eleven (11) months after the date of Project Completion ("**Occupancy Default Deadline**"), such occurrence shall constitute an Event of Default by Borrower hereunder. On or before the date that is three (3) days after the last day of the eleventh (11th) month after the date of Project Completion, Borrower shall provide to Lender written notice of each such HOME-ARP-Assisted Unit Vacancy. Within five (5) days of receipt of such notice of HOME-ARP-Assisted Unit Vacancy from Borrower, Lender shall give written notice to Borrower of such Event of Default in accordance with Section 6.2, below, and Borrower shall have the opportunity to cure such Event of Default before the last day of the twelfth (12th) month after the date of Project Completion.

Notwithstanding any other provision of this City HOME-ARP Loan Agreement, or of any provision of any other City HOME-ARP Loan Document or subordination agreement, to the contrary, Borrower shall immediately repay to Lender, upon Lender's request, all HOME-ARP Funds invested in Units that are not rented to eligible Qualifying Households or Low-Income Households, as applicable, within twelve (12) months of Project Completion.

5.7 **AFFORDABILITY RESTRICTIONS**. Five (5) Units in the Project shall be designated by Borrower as HOME-ARP-Assisted Units. The HOME-ARP Assisted Units shall only be occupied by Qualifying Households, as set forth in the City HOME-ARP Loan Regulatory Agreement, and the Project shall meet the following standards:

A. Each of the HOME-ARP Assisted Units shall be similarly constructed and of comparable quality to all other Units in the Project; and
B. Provide tenants access and enjoyment of all common areas and facilities of the Project on the same basis as tenants of other Units.

5.8 **HOME-ARP-ASSISTED UNIT RENTS**. Rents for HOME-ARP Assisted Units shall be limited to Qualifying Rents as set forth in the City HOME-ARP Loan Regulatory Agreement. When a HOME-ARP Assisted Unit is receiving project-based rental assistance or a household is receiving tenant-based rental assistance, the household contribution is the contribution required by the applicable assistance program.

5.9 **CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY**. Any conflicts between the restrictive provisions contained in this City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, the City HOME-ARP Loan Deed of Trust, the City HOME-ARP Loan Regulatory Agreement, and any other agreements in connection with the City HOME-ARP Loan which affect the Property are to be resolved by applying the more restrictive covenants or restrictions herein or therein.

5.10 **NONDISCRIMINATION**. Borrower shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any basis prohibited by law. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination and equal opportunity in housing.

5.11 **RECORDS AND REPORTS**. Borrower shall be accountable to Lender for all HOME-ARP Funds disbursed to Borrower pursuant to the City HOME-ARP Loan Documents. Borrower agrees to maintain records that accurately and fully reflect the date, amount, purpose, and payee of all expenditures

for expenditures reimbursed from HOME-ARP Funds, and to keep all invoices, receipts, and other documents related to such expenditures reimbursed by HOME-ARP Funds for five (5) years after Project Completion. On each last day of July during the Term following Project Completion, Borrower shall submit reports to Lender with information regarding tenant income, rent and Unit inspection information. Tenant income, rent, Unit inspection information, and all records related to revenue received in connection with the Project must be kept until five (5) years after the Affordability Period ends. Borrower shall keep all such records accurate and current. Borrower shall retain all records of individual tenant income verifications, project rents, and project inspections for five (5) years after the creation of such records, including such records created less than five (5) years prior to the expiration or termination of this Agreement. This Section 5.11 shall survive the termination or expiration of this City HOME-ARP Loan Agreement.

Borrower shall promptly comply with all requirements and conditions of the City HOME-ARP Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly provide to Lender, upon the request of Lender, any and all information and documentation which involves the Project, and shall cooperate with Lender in the development and oversight of the Project.

Borrower shall submit quarterly to Lender written Project construction progress reports in the form of a signed Quarterly Accomplishment Report form attached hereto as **Exhibit E** or other form approved by Lender**.** Borrower will also provide an updated construction schedule on a quarterly basis commencing upon the Effective Date and concluding upon Project Completion.

Within 30 days following Project Completion, Borrower shall submit to Lender records of all permits, entitlements and approvals, inspections and sign-offs required by all permitting and regulatory authorities and jurisdictions.

Copies of the Certificate of Occupancy shall be submitted by Borrower to Lender upon receipt of same by Borrower.

Data on the initial lease-up of the HOME-ARP Assisted Units sufficient to close-out the Project in the federal Integrated Disbursement and Information System shall be submitted by Borrower to Lender within 10 days following the first date on which all of the HOME-ARP Assisted Units are subject to fully executed leases.

5.12 **REVERSION OF ASSETS**. Upon the expiration or termination of this City HOME-ARP Loan Agreement, the Borrower shall transfer to the LENDER all HOME-ARP funds it has on hand at the time of expiration or termination, and all accounts receivable attributable to the use of such funds, if any.

5.13 **REPORT ON OCCUPANCY BY VETERANS**. In addition to the requirements set forth above in this Section 5.11, on or before July 31st of each year during the Term of this Agreement, the Borrower shall submit directly to the City, a report approved by the City, on the number of HOME-ARP Assisted Units that were occupied by veterans during any portion of the immediately preceding calendar year.

5.14 **AUDITS**. Borrower shall conduct annual audits in accordance with 24 CFR 84.26 and 85.26, and OMB Circular A-133, and shall submit to Lender an Annual Financial Statement each year during the Term. Borrower shall make available to Lender for examination at reasonable intervals and during normal business hours all books, accounts, reports, files, data, and other papers and property with respect to all matters covered by these City HOME-ARP Loan Documents, and shall permit Lender to

audit, examine, and make excerpts and transcripts from such records. Lender may make audits of any conditions relating to the City HOME-ARP Loan.

Lender shall notify Borrower of any records Lender deems to be insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall submit a written request to Lender for an extension specifying the requested additional time, explaining in detail the reason such extension is necessary, and providing supporting documentation evidencing the necessity of the requested extension; provided that Borrower shall begin to correct the deficiency with within such initial fifteen (15) day period, and shall diligently proceed to correct the deficiency as soon as possible. Lender shall respond to such extension requests within fifteen (15) days of Lender's receipt of such extension request.

5.15 **ENCUMBRANCE OF PROPERTY**. Except as otherwise provided in this City HOME-ARP Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender or as shown on the Budget. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien on or attached to the Property whether by voluntary act of Borrower, operation of law, or otherwise.

5.16 **TRANSFERS**.

A. Borrower has not made or created, and shall not at any time during the Term make or permit any sale, assignment, conveyance, or other transfer of the Property, the Project, this City HOME-ARP Loan Agreement, or of any of Borrower's rights or obligations hereunder, whether by operation of law or otherwise, including, but not limited to, the sale or transfer of any partnership interests, or other change of control of Borrower or merger involving Borrower, without the prior written consent of Lender in each instance.

B. Notwithstanding the foregoing, the following permitted Transfers shall be permitted and are hereby approved by the City (each a "**Permitted Transfer**"):

(i) Any Transfer related to any loan or grant listed in Budget.

(ii) Any Transfer directly resulting from the foreclosure of a lien of loan set forth in the Budget or the granting of a deed in lieu of foreclosure of a lien of a loan set forth in the Budget.

(iii) Any Transfer of stock or equity in any party that does not change management or operational control of the Borrower, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

(iv) The lease of residential units in the Project consistent with this City HOME-ARP-Loan Agreement and the City HOME-ARP Loan Regulatory Agreement.

(v) The granting of easements for the development of the Project.

(vi) The admission of the Tax Credit Investor as a limited partner(s) of the Borrower for the purposes of syndicating the low income housing tax credits to obtain the tax credit equity, and the transfer and sale of limited partnership interests in Borrower while the Borrower is in the form of a limited partnership.

(vii) In the event that any general partner of the Borrower, while the Borrower is in the form of a limited partnership, is removed by the Tax Credit Investor for cause following default under the Partnership Agreement, the transfer of any general partner interest to a 501(c)(3) tax exempt nonprofit corporation or affiliate selected by the Tax Credit Investor and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.

(viii) The grant and exercise of a right of first refusal in connection with the tax credit syndication of the Project. Nothing in this subpart shall be construed to allow or otherwise consent to the Resyndication of the Project. In the event that any form of Resyndication of the Project is proposed by the Borrower (or any third party), then the Borrower shall provide prompt written notice to the City and in no event shall any form of Resyndication be construed as permitted, deemed permitted or otherwise authorized by this Agreement, except with the prior written consent of the City in its sole and absolute discretion.

(ix) The transfer of the Project from Borrower, while the Borrower is in the form of a limited partnership, to one or more of the general partners of the Borrower or their affiliates at the end of the tax credit compliance period for the Project.

(x) Any dilution of a general partner's interest in the Borrower while the Borrower is in the form of a limited partnership, in accordance with the Borrower's Partnership Agreement.

5.17 **ANNUAL OCCUPANCY SUITABILITY CERTIFICATION**. The Borrower shall annually certify to Lender that all HOME-ARP Assisted Units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the City to meet the requirements of 24 CFR 92.251.

5.18 **FEES, TAXES, AND OTHER LEVIES**. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate legal proceedings, and (b) upon request by Lender, Borrower deposits with Lender any funds or other forms of assurance requested by Lender in good faith from time to time to protect Lender from the consequences of such contest being unsuccessful.

5.19 **DAMAGE TO PROPERTY**. If any building or improvement erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its sole cost and expense, diligently undertake to repair or restore said buildings or improvements consistent with the original plans and specifications for the Project, if Lender reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after such damage or loss occurs, and shall be completed within one year thereafter, subject to any extensions of time granted pursuant

to the provisions of Section 4.14, above. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs and restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall be responsible for paying for the deficiency.

If Lender determines that such restoration or repair is not economically feasible, then Lender may declare an Event of Default pursuant to Section 8.1.G, below, which Borrower shall not have opportunity to cure, and, upon request by Lender to repay the then-outstanding principal of and all interest on the City HOME-ARP Loan, Borrower shall apply all available insurance proceeds thereto until the City HOME-ARP Loan is repaid, subject to the rights of Senior Lenders .

5.20 **EQUAL EMPLOYMENT OPPORTUNITY**. Borrower and all contractors, subcontractors, and professional service providers for the Project shall comply with all requirements concerning equal employment opportunity. Borrower and all contractors, subcontractors, and professional service providers for the Project shall comply with all requirements concerning equal opportunities for business and lower-income persons (referred to as the Section 3 clause of the HUD Act of 1968, 12 U.S.C. 1701u).

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 **INDEMNITY.** The Borrower agrees to indemnify, defend (with counsel reasonably approved by Lender) and hold harmless the Lender and its authorized elected officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Lender on account of any claim except where such indemnification is prohibited by law. The Borrower's indemnification obligation does not apply to the Lender's gross negligence or willful misconduct.

6.2 **INSURANCE.** Borrower shall comply with the insurance provisions set forth in **Exhibit C.**

6.3 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officials, officers, representatives, directors, employees, or agents of Lender shall be personally liable to Borrower for any obligation created hereunder or under any of the other City HOME-ARP Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Borrower hereby represents and warrants that, as of the Effective Date and except as previously disclosed by Borrower to Lender in writing and acknowledged in writing by Lender, or as disclosed in the written reports based on environmental audit(s) performed on the Property and submitted to Lender by Borrower, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, and administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("**Hazardous Materials Laws**"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property), or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a

"buffer zone property" under California Health and Safety Code Sections 25100, et seq., or regulations adopted in connection therewith.

7.2 **NOTIFICATION TO LENDER.** Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Property during the Term requiring or which may require notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge of Borrower, or of any of Borrower's officials, officers, representatives, partners, employees, or agents that the Property is not in compliance with any Hazardous Materials Laws at any time during the Term; (c) the receipt by Borrower of notice of any Hazardous Materials claims during the Term; and (d) the discovery by or knowledge of Borrower or of any of Borrower's officials, officers, partners, representatives, employees, or agents, at any time during the Term, of any occurrence or condition on the Property, or on any real property located within 2,000 feet of the Property, that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under former California Health and Safety Code Sections 25100, et seq., or regulations adopted in connection therewith.

7.3 **USE AND OPERATION OF PROPERTY.** Borrower shall not, and shall not permit any of its agents, employees, or contractors, or any other person to, use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. At all times during the Term, Borrower shall comply and shall cause the Project and the Property to be in compliance with Hazardous Materials Laws.

7.4 **REMEDIAL ACTIONS.** If Borrower or any of Borrower's officials, officers, partners, representatives, employees, or agents knows or has reason to know of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal and other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency, or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest as described below.

7.5 **RIGHT OF CONTEST.** Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws, and such contest shall not be deemed to constitute an Event of Default, if: (a) such contest is based on a material question of law or fact raised by Borrower in good faith and reasonably objectively substantiated, (b) Borrower promptly commences and thereafter diligently pursues such contest, (c) such contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) upon request by Lender, Borrower deposits with Lender any funds or other forms of assurance requested by Lender in good faith from time to time as Lender determines appropriate to protect Lender from the consequences of such contest being unsuccessful and to cover the costs of any remedial action then reasonably necessary.

7.6 **ENVIRONMENTAL INDEMNITY.** Without limiting or otherwise affecting the standard indemnity and insurance provisions set forth in Article 6 and/or Exhibit C, Borrower shall defend, indemnify, and hold Lender free and harmless against all claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this City HOME-ARP Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "**Event of Default**" under this City HOME-ARP Loan Agreement:

A. Monetary. (1) Borrower's failure to pay within ten (10) days of when due any sums payable under the City HOME-ARP Promissory Note or any advances made by Lender under the City HOME-ARP Loan Deed of Trust or this City HOME-ARP Loan Agreement; (2) Borrower's use of HOME-ARP Funds for costs other than approved construction costs or for uses inconsistent with other terms and restrictions in the City HOME-ARP Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this City HOME-ARP Loan Agreement; (4) Borrower's failure to make any other payment or assessment within ten (10) days of when due under the City HOME-ARP Loan Documents; (5) Borrower's failure to pay taxes when due; (6) Borrower's default under other debt secured by the Property after the applicable notice and cure periods have expired;

B. Construction. (1) Borrower's material deviation from the Budget, without Lender's prior written consent; (2) the use of defective or unauthorized materials or defective workmanship in constructing the Project; (3) Borrower's failure to commence or complete construction pursuant to Section 4.1 or 4.2, above; (4) the cessation of construction prior to completion of the Project for a period of more than thirty (30) consecutive calendar days without prior written approval from Lender; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's request; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing construction, development, or operation of the Project, including, but not limited to, provisions of this City HOME-ARP Loan Agreement pertaining to affirmative action and equal employment opportunity, minority and women-owned business enterprises, disabled access, lead paint, Hazardous Materials, and provision or relocation benefits and assistance;

C. Operation. (1) Discrimination by Borrower on any basis prohibited by this City HOME-ARP Loan Agreement or applicable law, or (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that have the effect of invalidating, reducing the priority of, or materially impairing the value of the City's interest in the Security (as defined in the City HOME-ARP Loan Deed of Trust);

D. General performance of City HOME-ARP Loan obligations. Any breach by Borrower of any provision of any of the City HOME-ARP Loan Documents and which, if subject to cure, is not cured by Borrower within the applicable cure period;

E. General performance of other obligations. Any breach by Borrower of any provision of any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Lender is a party to such agreement, and which breach may materially impair Lender's interest in the Security (as defined in the City HOME-ARP Loan Deed of Trust);

F. Representations and warranties. A determination by Lender that the Security has or will be materially impaired due to the fact that any of Borrower's representations or warranties made in the City HOME-ARP Loan Documents, or in any certificates, documents, or schedules supplied to Lender by Borrower, were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to or failure to maintain Property. Material damage to or destruction of the Property by fire or other casualty if Borrower does not take steps to reconstruct the Project as required by the City HOME-ARP Loan Documents or if Borrower fails to maintain the Property pursuant to Section 5.1, above;

H. Bankruptcy, dissolution, and insolvency. Borrower's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

I. Program compliance. Any non-compliance with HOME-ARP Program requirements by or on behalf of Borrower, including, but not limited to, the provisions of Section 4.12 and the City HOME-ARP Loan Regulatory Agreement pursuant to the HOME Investment Partnerships Program Final Rule at 24 CFR Part 92, and other Federal requirements set forth at 24 CFR 92 Subpart H and in the HOME-ARP Notice. Borrower shall be required to repay the funds disbursed to Borrower hereunder if the Project does not meet the requirements set forth in the HOME-ARP Notice for the time period specified therein, and such an Event of Default shall not be subject to cure.

J. Relocation Benefits. Failure to make any payments requested by Lender pursuant to Section 4.13, above.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) whether the Event of Default is subject to cure, and the action required to cure the Event of Default, if applicable, and (c) a date, which shall not be less than thirty (30) calendar days from the date of such notice or the date such notice was refused, by which such action to cure must be taken, or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such cure to completion within the additional period of time specified by Lender in such notice, and in no event later than the date that is ninety (90) days after the date of such notice. The Lender has the sole discretion to determine reasonable time needed to cure.

8.3 **LENDER'S REMEDIES.** Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default, if applicable, within the time specified in Section 8.2 above, Lender's obligation to disburse HOME-ARP Funds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the City HOME-ARP Loan Documents and applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this City HOME-ARP Loan Agreement, in which event the entire principal amount outstanding and all interest under the City HOME-ARP Promissory Note, as well as any other monies advanced to Borrower by Lender under the City HOME-ARP Loan Documents, including, but not limited to, administrative costs and relocation benefits described in Section 4.13, above, shall immediately become due and payable by Borrower at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the City HOME-ARP Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the City HOME-ARP Loan, and demand immediate full payment of the principal amount outstanding and all interest under the City HOME-ARP Promissory Note, as well as any other monies advanced to Borrower by Lender under the City HOME-ARP Loan Documents plus associated amounts due, such as relocation benefits described in Section 4.13, above;

D. Enter the Property and take any actions necessary in Lender's judgment to complete construction of the Project, including without limitation (1) making changes in the construction work as described in the Budget or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve Lender's interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Order immediate stoppage of construction work and demand that any condition leading to the Event of Default be corrected before construction work may continue;

G. Disburse from City HOME-ARP Loan proceeds any amount necessary to cure any monetary default;

H. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the City HOME-ARP Loan Deed of Trust and apply them to operate the Property or to pay off the City HOME-ARP Loan or any advances made under the City HOME-ARP Loan Documents, as provided for by the City HOME-ARP Loan Deed of Trust;

I. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the City HOME-ARP Loan Deed of Trust;

J. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

K. Pursue any other remedy allowed at law or in equity. Nothing in this Section 8.3 is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the City HOME-ARP Loan Deed of Trust in the Event of Default by Borrower and failure to cure, if applicable, as provided in Section 8.2, above.

Notwithstanding the foregoing or any other provision of this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents, in accordance with 2 CFR 200.338, suspension or termination of this City HOME-ARP Loan Agreement may occur if Borrower materially fails to comply with any term of this City HOME-ARP Loan Agreement.

8.4 **LIMITED PARTNER CURE RIGHTS**. In addition to the provisions of Section 9.20 below, the City agrees to provide any Tax Credit Investor of Borrower who has requested written notice from the City, a duplicate copy of all notices of default that the City may give to or serve in writing upon Borrower pursuant to the terms of the City HOME-ARP Loan Documents, at the address provided to the City, provided, the City shall have no liability to the Tax Credit Investor for its failure to do so. The Tax Credit Investor shall have the right, but not the obligation, to cure any Event of Default of Borrower set forth in such notice, during any applicable cure period described in the City HOME-ARP Loan Documents, and the City will accept tender of such cure as if delivered by Borrower. If the Tax Credit Investor is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Tax Credit Investor is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Tax Credit Investor to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Tax Credit Investor of written notice of the default.

ARTICLE 9 GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these City HOME-ARP Loan Documents and the City HOME-ARP Loan Regulatory Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the City HOME-ARP Loan Documents, (4) that the persons executing and delivering the City HOME-ARP Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for the City HOME-ARP Loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make the City HOME-ARP Loan.

9.2 **CONTRACT ADMINISTRATION.** The City's Housing Department will serve as the City's (or Lender's) administrator of the Project, this City HOME-ARP Loan Agreement, the City HOME-ARP Promissory Note, and the HOME-ARP Loan Regulatory Agreement. The Housing Department is authorized to approve Budget revisions as authorized under Section 2.6 of this City HOME-ARP Loan Agreement, collect loan repayments, perform loan and Project monitoring functions, and other administrative duties.

9.3 **MONITORING AND EVALUATION.** Except as otherwise provided for in this City HOME-ARP Loan Agreement, Borrower shall maintain and submit records to Lender, within ten (10) business days of Lender's request for the same, which clearly document Borrower's performance under each requirement under the City HOME-ARP Loan Documents.

9.3 **CONFLICTS OF INTEREST.** Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with

respect to the activities funded pursuant to this City HOME-ARP Loan Agreement 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 personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section 9.3 is followed.

B. The conflict of interest provisions of Section 9.3(A), above, apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

9.4 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Lender or Borrower under this City HOME-ARP Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 **PUBLICITY.** Any publicity produced by Borrower for the Project during the term of the City HOME-ARP Loan and for one (1) year thereafter shall make reference to the contribution of Lender in making the Project possible. The words "The City of Oxnard" will be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews, and newspaper articles. Borrower further agrees to cooperate with authorized staff and officials of Lender in any Lender-generated publicity or promotional activities undertaken with respect to the Project.

9.6 **TERM OF THIS AGREEMENT.** The Term of this City HOME-ARP Loan Agreement shall commence as of the Effective Date, and shall remain in full force and effect for 55 years from the date of recordation of a notice of completion.

9.7 **GOVERNING LAW.** This City HOME-ARP Loan Agreement and the other HOME-ARP Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.8 **STATUTORY REFERENCES.** All references in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Ventura shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.9 **TIME.** Time is of the essence in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents.

9.10 **CONSENTS AND APPROVALS.** Any consent or approval of Lender or Borrower required under this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents shall not be unreasonably withheld. All approvals provided under this City HOME-ARP Loan Agreement shall be in writing and executed by an authorized representative of the party granting such approval.

9.11 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified United States Postal Service mail, postage prepaid, return

receipt requested, or delivered personally, to the respective principal offices of Borrower and Lender as follows:

LENDER:	City of Oxnard Housing Department 435 South D Street Oxnard, CA 930301 Attn: Housing Director
With copy to:	City of Oxnard Office of the City Attorney 305 West Third Street Oxnard, CA 93030 Attn: City Attorney
BORROWER:	Aspire Apartments LP 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362 Attn: Rick Schroeder, President and CEO
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
And with copies to:	Lenders and Tax Credit Investor as requested by Borrower in writing

9.12 **BINDING UPON SUCCESSORS.** All provisions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents shall be binding upon and inure to the benefit of the permitted successors-in-interest, transferees, and assigns of each of the Parties; provided, however, that this Section 9.12 does not waive the prohibition on assignment or transfer of this City HOME-ARP Loan Agreement by Borrower without Lender's prior written consent, as provided in Section 9.14, below.

9.13 **RELATIONSHIP OF PARTIES.** The relationship of Borrower and Lender under this City HOME-ARP Loan Agreement and with respect to the Project is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the City HOME-ARP Loan.

9.14 **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign or otherwise transfer, by operation of law or otherwise ("**Transfer**"), this City HOME-ARP Loan Agreement or any of the City HOME-ARP Loan Documents, or any of Borrower's rights or obligations hereunder or thereunder, except as expressly and specifically permitted herein, without the prior written consent of Lender except as provided in Section 5.16.B. Any unauthorized Transfer shall be voidable at the sole discretion of Lender.

9.15 **WAIVER.** Any waiver by Lender of any obligation in this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower, or to pursue any remedy allowed under this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the City HOME-ARP Loan Documents shall not operate as a waiver of or release from any of the Borrower's obligations under the City HOME-ARP Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to constitute consent to any other or subsequent act or omission, or to waive the requirement for Lender's written consent for all future waivers.

9.16 **INTEGRATION.** This City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents, including all exhibits and attachments hereto and thereto, contain the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede any and all prior negotiations, representations, and agreements regarding same.

9.17 **OTHER AGREEMENTS.** Borrower represents that it has not entered into any agreements that are inconsistent with any provisions of this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents. Borrower shall not enter into any agreements that are inconsistent with any of the terms of this City HOME-ARP Loan Agreement or any of the other City HOME-ARP Loan Documents, without Lender's prior written consent in each instance.

9.18 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents must be in writing, and shall be valid only if duly executed by both Borrower and Lender.

9.19 **SEVERABILITY.** Each provision of this City HOME-ARP Loan Agreement is intended to be severable in the event that any provision of this City HOME-ARP Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in which case the validity, legality, and enforceability of the remaining provisions hereof shall not in any way thereby be affected or impaired.

9.20 **COUNTERPARTS.** This City HOME-ARP Loan Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

9.21 **TAX CREDIT INVESTOR RIGHTS**. The City agrees to the following provisions for the benefit of the Tax Credit Investor:

A. The City will give the Tax Credit Investor a copy of any written notice hat the City gives to Borrower under this City HOME-ARP Loan Agreement and the other City HOME-ARP Loan Documents;

B. The City will give the Tax Credit Investor ten (10) days after its receipt of such notice to cure a non-payment of any sum due under the City HOME-ARP Loan Documents;

C. The City will give the Tax Credit Investor thirty (30) days after the Tax Credit Investor's receipt of such notice to cure any other default under this City HOME-ARP Loan Agreement and other City HOME-ARP Loan Documents;

D. If a default is incapable of being cured within thirty (30) days, the City will give the Tax Credit Investor sixty (60) days to cure such default provided the Tax Credit Investor has commenced to cure such default and is diligently proceeding to cure such default through the end of such period;

E. If the Tax Credit Investor makes any such payment or otherwise cures such default, the City will accept such action as curing such Event of Default as if such payment or cure were made by Borrower;

F. The City will permit insurance and condemnation proceeds to be used to rebuild the Project provided that: (1) sufficient funds are provided from other sources to effectively rebuild the Project to a lawful multifamily housing complex, and (2) subject to rights of Senior Lenders, the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

9.21 **EXHIBITS.** For avoidance of doubt the following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Sources and Uses/Budget Operating Proforma/Disbursement Schedule
Exhibit C: Insurance Provisions
Exhibit D: Qualifying Populations
Exhibit E: Quarterly Report
Exhibit F: Expenditure Summary Payment Request (ESPR)
Exhibit G: Schedule of Performance
Exhibit H: Rental Set Up and Completion Form
Exhibit I: Tenant Selection Plan

[Signatures appear on the following pages. No further text appears here.]

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

BORROWER:

Aspire Apartments LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole member and manager

By: _____ _____
Rick Schroeder, Date
President and Chief Executive Officer

[***Signature Page Continues***]

CITY:

CITY OF OXNARD

By: _____ _____
Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

By: _____ _____
Stephen M. Fischer Date
City Attorney

APPROVED AS TO INSURANCE:

By: _____ _____
Lauren Bueling Date
Risk Manager

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

EXHIBIT B

SOURCES AND USES/BUDGET OPERATING PROFORMA/DISBURSEMENT SCHEDULE

*[*SOURCES AND USES/BUDGET OPERATING PROFORMA *TO BE INCLUDED IN FINAL EXECUTED AGREEMENT]*

DISBURSEMENT SCHEDULE

Percentage of Project Completion	Percentage of Funds Disbursed	Maximum Disbursement Amount
30%	**30%**	**$360,000**
60%	**30%**	**$360,000**
90%	**30%**	**$360,000**
100%	**10%**	**$120,000**
Total	**100%**	**$1,200,000**

Final 10% Disbursement to occur after issuance of certificate of occupancy is 100% occupied.

Eligible Loan Costs: HOME-ARP eligible hard and soft construction costs.

EXHIBIT C

INSURANCE PROVISIONS

Exhibit INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

1. Borrower 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 Borrower, 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 Borrower 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

3. Borrower 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 Borrower; products and completed operations of Borrower; premises owned, occupied or used by Borrower; or automobiles owned, leased, hired or borrowed by Borrower. 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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

1/23

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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-E.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-E.doc

EXHIBIT D

QUALIFYING POPULATIONS

IV. QUALIFYING POPULATIONS, TARGETING AND PREFERENCES

ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the Annual Income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations

1. Homeless, as defined in 24 CFR 91.5 *Homeless (1), (2), or (3):*

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
(ii) No subsequent residence has been identified; and
(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development

(GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 *At risk of homelessness:*

(1) An individual or family who:

(i) Has an Annual Income below 30 percent of median family income for the area, as determined by HUD;
(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit

that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.
Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2) A person with whom the victim shares a child in common;
3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
a. The length of the relationship;
b. The type of relationship; and
c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1) Fear for the person's individual safety or the safety of others; or
2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
(i) has Annual Income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs)

(ii) has Annual Income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

(A)Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C)Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G)Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

EXHIBIT E

QUARTERLY REPORT

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

Subrecipients of City of Oxnard HOME or HOME-ARP funds are required to complete this Quarterly Performance Report, in its entirety, 15 days after the end of each quarter. Indicate by checking the appropriate box below, which quarter you are reporting on.

Current Submission	Period	Due Date
☐	Quarter 1 (July 1, 2025 – September 30, 2025)	October 15, 2025
☐	Quarter 2 (October 1, 2025 – December 31, 2025)	January 15, 2026
☐	Quarter 3 (January 1, 2026 – March 31, 2026)	April 15, 2026
☐	Quarter 4 (April 1, 2026 – June 30, 2026)	July 15, 2026

GENERAL PROJECT INFORMATION

Project Information	
Developer	
Project Name	
HOME / HOME-ARP Allocation	$
Contact Person / Title	
Address	
City, State, Zip	
Phone / Fax	
Email Address	
UEI Number	
Project Location	

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

QUARTERLY UPDATE NARRATIVE

Briefly describe the accomplishments of this activity during the quarter. If your organization will not meet its accomplishment targets, construction goals, etc., as identified in Executed Agreement with the City of Oxnard, explain why and note any steps taken to remedy the situation.

CONTRACTOR INFORMATION

Please provide all contractor and subcontractor information below.

Contractor / Subcontractor	Address	City	Phone	Unique Entity Identifier Number	Contract Amount
					$
					$
					$
					$
					$
					$

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

REPORT SUBMISSION AND REVIEW CERTIFICATION

Developer / Subrecipient

As the authorized representative for the organization identified above, I certify that the reported information is true and accurate, and that source documentation, is available for review by the City of Oxnard and the U.S. Department of Housing and Urban Development with advanced notice.

Name/Title:	_____	**Submittal Date:**	_____
Signature:	_____	**Phone Number:**	_____

Please email your Quarterly Accomplishment Report to:

David Metchis, Program Manager
City of Oxnard / Housing Department
david.metchis@oxnard.org

*This form included in this Exhibit F may be amended from time to time by the City.

EXHIBIT F

EXPENDITURE SUMMARY PAYMENT REQUEST (ESPR)

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Organization:		**Invoice/Request #**	
Project:		**Date Submitted**	
Address:		**Check one:**	HOME ☐ HOME-ARP ☐ CDBG ☐
Contact Person:		**Agreement #**	
Phone:		**Month**	
Email:		**Draw #:**	
		Check one:	
		☐	Quarter 1 (July - Sept)
SUBMIT COMPLETED FORM TO:	David Metchis	☐	Quarter 2 (Oct. - Dec.)
Phone: 805-385-7932	Email: david.metchis@oxnard .org	☐	Quarter 3 (Jan. - March)
		☐	Quarter 4 (April - June)

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL LOAN BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD
Cat. 1 Construction Costs			$ -	
	TOTAL	$ -	$ -	$ -

☐ Check this box if this is the final payment. Any balances will be rescinded and returned to the City.

Certification

I certify to the best of my knowledge and belief that this report is true and complete, and accurate, and the expenditures, 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 omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, claims or otherwise. (U.S. Code Title 18. Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Manager / Fiscal Officer

Name	Title
Signature	Date

This form included in this Exhibit G may be amended from time to time by the City.

EXHIBIT G

SCHEDULE OF PERFORMANCE

Milestone	Date
Obtain approval of Major Downtown Design Review Permit (DDRP), Density Bonus Permit (Density Bonus Permit), and Lot Merger to allow for the construction of a 5-story, 88-unit mixed-use apartment building, located at 536-538 Meta Street (APNs: 201-0-213-080; 090; & 100)	Complete
Obtain NEPA and CEQA Environmental Clearance	Complete
Receive City HOME-ARP Funding Commitment.	2nd Quarter 2026
Insurance. Borrower shall furnish or cause to be furnished appropriate certificates of insurance and/or endorsements to City which meet all requirements of the Agreement.	3rd Quarter 2026 As a condition precedent to the close of escrow and execution of City HOME-ARP Loan Documents.
Submittal of Agreement. Borrower shall execute and submit the City HOME-ARP Loan Agreement Loan Documents to City's Housing Director for approval and execution.	3rd Quarter of 2026 At least Ten (10) days prior to close of escrow.
Deposit of Documents to Escrow. City and Borrower shall deliver HOME-ARP Loan Regulatory Agreement and City HOME-ARP Loan Deed of Trust for recordation, for recordation in this order.	3rd Quarter of 2026 Not fewer than one (1) calendar day prior to close of Escrow.
City Form Submission. Borrower shall submit Rental Set Up and Completion Form to City Staff prior to close of construction financing.	2nd Quarter 2026 Prior to close of construction financing.
City Approval/Disapproval of Exceptions. City shall provide Developer with written notification of City's approval or disapproval of the exception(s) set forth in the preliminary report for the Properties.	2nd Quarter 2026 As a condition precedent to the close of escrow

Close of Escrow and Construction Financing. (All aforementioned milestones must occur prior to close of construction financing).	3rdQuarter 2026 Within five (5) days of notification by City to Escrow Holder that all Conditions Precedent are satisfied and/or waived
Begin Construction	Within 60 days of close of construction financing.
Quarterly Report. Submit Quarterly Report on Construction Progress by Borrower.	Quarterly following commencement of construction.
Construction Completion	2nd Quarter of 2028
Rental Set Up and Completion Form. Submit this form to City Staff after Issuance of a Certificate of Occupancy.	2nd Quarter of 2028
Lease Up. All HOME-ARP Assisted Units Leased and Occupied by Eligible Tenants.	Within 6 months of construction completion

For the purposes of this Schedule of Performance, the commencement date is the Effective Date of the City HOME-ARP Loan Agreement. The 1st quarter refers to the period of January through March, the 2nd quarter refers to the period of April through June, the 3rd quarter refers to the period of July through September, the 4th quarter refers to the period of October through December. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between Borrower and the Housing Director, and Housing Director is authorized on behalf of City to agree to make such revisions as they deem reasonably necessary. The Housing Director, in their sole discretion, may elect to bring to the City Council for consideration and action any modifications to this Schedule of Performance. It is understood that the Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in the Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any inconsistency between the Schedule of Performance and the text of the Agreement, the text shall govern. In the event the Housing Director deems it necessary to bring to City Council for consideration one or more modifications to this Schedule of Performance, the discretion to do so is expressly reserved by the Housing Director.

EXHIBIT H

RENTAL SET UP AND COMPLETION FORM

Rental Set Up and Completion Form
HOME-ARP Program (For single and multi-address activities)

Check the appropriate box: ☐ Original Submission ☐ Change Owner's Address ☐ Ownership Transfer ☐ Revision	Name and Phone Number of Person Completing Form:

Set Up Activity:

A. General Information.

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:

B. CHDO Questions.

1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CC)? (Y/N): (If Yes, STOP. DO NOT FILL OUT THIS FORM.)	2. Will the activity be funded with CR (Y/N)? _____ If yes, CHDO Acting As: (enter code) _____ (1) Owner (2) Sponsor (3) Developer
3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? _____ (If Y, answer Item 4.)	4. Is the activity going forward? (Y/N) (If Y, fill out the rest of the form. If N, only the cost information is needed.)

C. Objective and Outcome.

1. Objective (enter code): _____ (1) Create suitable living environments (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability

D. Special Characteristics.

1. Activity Location Type "Y" next to any that apply:		2. Will this activity be carried out by a faith-based organization (Y/N)?
(1)____CDBG Strategy Area	(5) ____Brownfield redevelopment area	
(2)____Local target area	(6) ____Conversion of nonresidential to residential use	
(3)____Presidentially declared major disaster area		
(4)____Historic preservation area	(7) ____Colonia (For AZ, CA, NM, TX)	

E. Activity Information.

1. Activity Type (check one): (1) Rehab Only (2) New Construction Only (3) Acquisition Only (4) Acquisition & Rehab (5) Acquisition & New Construction			2. Property Street Address:	
3. City:	4. State:	5. Zip Code:	6. County Code:	Activity Estimates: 7. HOME Units: 8. HOME Cost:
9. Multi-Address (Y/N)?				

F. Property Owner or Developer Information. (Only applicable if this is a multi-address activity)

1. Property Owner or Developer Type (enter code): (1) Individual (2) Partnership (3) Corporation (4) Not-for-Profit (5) Publicly Owned (9) Other	2. Property Owner or Developer's Name:		
	3. Street Address:		
	4. City:	5. State:	6. Zip Code:

G. Activity Information. (If this is a multi-address activity, make copies of this form so that cost and beneficiary information is reported for each building (Sections H, I, J, K, and L))

1. Activity Type (enter code): _____ (1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only	2. Property Type (enter code): (1) Condominium (4) Apartment (2) Cooperative (5) Other (3) SRO	3. FHA Insured (Y/N) ?

4. Mixed Use (Y/N) ?	5. Mixed Income (Y/N) ?	6. Completed Units: Total Number: HOME-assisted Units:

H. Property Address. (For multi address activities)

1. Building Name:	2. Property Street Address:	3. City:	4. State:	5. Zip Code:	6. County code:

I. Units

1. Of the Units Completed, the number:	Total	HOME-assisted
Meeting Energy Star standards:	_____	_____
504-accessible:	_____	_____
Designated for persons with HIV/AIDS:	_____	_____
Of those, the number for chronically homeless:	_____	_____
Designated for the homeless:	_____	_____
Of those, the number for the chronically homeless:	_____	_____

J. Period of Affordability. If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability.
PJ-imposed period of affordability: _____ years

K. Costs.

1. *HOME Funds (Including Program Income)*		
(1) Amortized Loan	$	
(2) Grant	$	
(3) Deferred Payment Loan	$	
(4) Other	$	
(5) CHDO Loan	$	
Total HOME Funds		$
2. *Public Funds*		
(1) Other Federal Funds	$	
(2) State/Local Funds	$	
(3) Tax Exempt Bond Proceeds	$	
Total Public Funds		$
3. *Private Funds*		
(1) Private Loans	$	
(2) Owner Cash Contribution	$	
(3) Private Grants	$	
Total Private Funds		$
4. *Low-Income Housing Tax Credit Proceeds*		$
5. Activity Total or Total This Address		$

L. Household Characteristics. **(Use codes indicated below)**

				Household						
Unit #	# of Bedrooms	Occupant	Total Monthly Rent	Qualifying Population	% Med	Hispanic? Y/N	Race	Size	Type	Assistance Type

# of Bedrooms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Occupant
1 – Tenant
2 – Owner
9 – Vacant Unit

Qualifying Population
1 – Homeless
2 – At risk of Homelessness
3 – Fleeing Domestic Violence
4 – Veterans
5 – Other QP

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
21 – Other Multi Racial

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Assistance Type
1 – Section 8
2 – HOME TBRA
3 – Other federal, state, or local assistance

EXHIBIT I

TENANT SELECTION PLAN

This plan is intended to ensure ongoing compliance with all applicable laws, regulations, and program requirements. Notwithstanding the foregoing, the Lender reserves the right to amend, modify, supplement, or replace the Tenant Selection Plan from time to time, as may be necessary or advisable to reflect changes in laws, regulations, program guidelines, or other requirements, or to address operational needs.

[TENANT SELECTION PLAN TO BE INCLUDED IN FINAL EXECUTED AGREEMENT

CITY HOME-ARP LOAN

PROMISSORY NOTE

CITY HOME-ARP PROMISSORY NOTE
ASPIRE APARTMENTS LP

Oxnard, California

$1,200,000 May __, 2026

FOR VALUE RECEIVED, Aspire Apartments LP, a California limited partnership ("**Borrower**"), whose address is 1259 E. Thousand Oaks Blvd., Thousand Oaks, CA 91362, hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("**Lender**"), whose address is 435 South D Street, Oxnard, California 93030, the principal amount equal to One Million Two Hundred Thousand Dollars ($1,200,000), or so much thereof as may be advanced by Lender to Borrower, together with interest thereon, as set forth below.

1. **PURPOSE.** In order to assist Borrower to construct eighty-seven (87) units of affordable housing and one (1) unrestricted manager's unit located at 536-538 Meta Street, Oxnard, California 93030 ("**Project**"), Lender has agreed to loan the amount of One Million Two-Hundred Thousand Dollars ($1,200,000), which funds are derived from funds ("**HOME-ARP Funds**") received by the Lender from the United States Department of Housing and Urban Development ("**HUD**") through the HOME Investment Partnerships Program, under the American Rescue Plan ("**HOME-ARP**").

2. **BORROWER'S OBLIGATION.** This City HOME-ARP Promissory Note ("**Note**") evidences Borrower's obligation to pay Lender the principal amount of One Million Two Hundred Thousand Dollars ($1,200,000) ("**Loan**") for the HOME-ARP Funds loaned to Borrower by Lender for the specific uses designated in the City HOME-ARP Loan Agreement between Borrower and Lender dated _____, 2026 ("**Loan Agreement**").

3. **INTEREST.** Subject to Section 4, this Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the Loan Agreement and Note. Interest is not compounding.

4. **DEFAULT INTEREST.** In the Event of Default by Borrower of any of its obligations under this Note or the City HOME-ARP Loan Documents, Borrower shall pay to Lender interest on the outstanding principal of this Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the Event of Default until the date that the Event of Default is cured or the Loan is repaid in full. The default interest shall be paid monthly and is due to the City on the fifth day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and interest of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project, or (b) the date the Property is sold or otherwise transferred, except, if Borrower is a limited partnership and the affordability covenants are maintained for the duration of the original City affordability period, for a transfer to the general partner(s) of the Borrower or, a Lender approved affiliate thereof, or except for Permitted Transfers as set forth in the Loan Agreement, or (c) Borrower has failed to commence construction as set forth in Article 4 of the Loan Agreement, or (d) an event of default by Borrower, as defined in Section 8.1 of the Loan Agreement, which has not been cured as provided for in Sections 8.2 or 8.4 of the Loan Agreement. Annual loan payments on the Loan shall be made in accordance with Section 7 hereof. In the event of default by Borrower, as defined in Section 8.1

of the Loan Agreement, which has not been cured as provided for in Sections 8.2 and 8.4 of the Loan Agreement, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of this Note. See also Section 8.2 Lender's Remedies in the Loan Agreement. In any event, the principal and all current and accrued interest shall be due and payable no later than 55 years from the date of recordation of the notice of completion issued for the Project.

6. **DEFINITIONS.** Unless otherwise defined, all capitalized terms in this Note shall have the definition ascribed to such terms in the Loan Agreement.

7. **PAYMENTS**. All principal and current and accrued interest shall be due and payable in accordance with the terms set forth in Section 5. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for the Project and on July 1st of each year thereafter through the Loan Agreement term, the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with the required annual payment for the preceding calendar year and each Payment Date thereafter until the Loan is paid in full or otherwise terminated. Borrower shall make annual payments on the City HOME-ARP Loan as follows: (i) while the loan to Borrower from the Affordable Housing and Sustainable Communities (AHSC) Program for affordable housing development in the amount of $25,000,000 ("**AHSC AHD Loan**") is made and outstanding, an amount equal to ten and thirty-six hundredths (10.36%) of the Lenders' Share of Residual Receipts (50.00%) for the previous calendar year; and (ii) if the AHSC AHD Loan is not made or at such time as the AHSC AHD Loan has been fully satisfied, Lenders' Share (50%) of Residual Receipts for the previous calendar year, each, an annual payment. Notwithstanding anything herein to the contrary, in allocation of the pay down of the City HOME-ARP Loan and the loans from the City made concurrently herewith under the HOME Investment Partnerships Act Program in the original principal amount of One Million Dollars ($1,000,000) ("**City HOME Loan**") and the Community Development Block Grant Program in the original principal amount of Six Hundred and Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) ("**City CDBG Loan**"), the priority of repayment shall be first repayment in full of the City HOME-ARP Loan, then repayment in full of the City HOME Loan, and thereafter repayment in full of the City CDBG Loan. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In any event all principal owed and all current and accrued interest of the Loan, if any, shall be due and payable as provided in Section 5 above.

8. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective Payment Dates thereof shall be legal tender for the payment of public and private debts.

9. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the principal and all current and accrued interest, shall, at the option of Lender, be immediately due and payable upon any event of default as defined in the Loan Agreement which has not been cured pursuant to that Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any event of default, Lender may exercise any other right or remedy permitted under this Note and the Loan Documents. Notwithstanding anything to the contrary contained in the Loan Documents, Lender hereby agrees that any cure of any event of default made or tendered by Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

10. **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amounts prior to the end of the term described herein. However, prepayment of the Loan during the term of the Regulatory Agreement shall require Lender approval and shall not affect Borrower's obligations under the Regulatory Agreement.

11. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

12. **WAIVERS.** All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

13. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the Loan Documents shall also be sent to Borrower's limited Partner at the address below.

BORROWER:	Aspire Apartments LP **1**259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362 Attn: CEO and President
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
With copy to:	Borrower's lenders and investor upon written request from Borrower [alternatively can provide upon selection of lender/investor]

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Borrower and Lender.

16. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

17. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. **TIME.** Time is of the essence in this Note.

19. **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both Borrower and Lender.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (ii) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (i) Borrower's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Borrower's indemnification obligations under the Loan Agreement; and (vi) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

22. **LOAN AGREEMENT CONTROLS.** In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

(signature appears on following page)

BORROWER:

ASPIRE APARTMENTS LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,

Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole Member and Manager

By: _____ _____
Rick Schroeder, Date
President and Chief Executive Officer

CITY HOME-ARP LOAN

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: CITY OF OXNARD Housing Department 435 S D Street Oxnard, CA 93030 Attention: Housing Director No recording fee pursuant to California Government Code Section 27383	
APN: APN: 201-0-213-080, 201-0-213-090, and 201-0-213-100	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY HOME-ARP LOAN REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This City HOME-ARP Loan Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is made as of this __ day of _____, 2026 (the "**Effective Date**"), by and between the City of Oxnard, a municipal corporation (the "**Lender**"), and Aspire Apartments LP, a California limited partnership (the "**Owner**").

RECITALS

A. Lender wishes to promote the development of affordable rental housing in neighborhoods in need of revitalization in City of Oxnard communities and provide a greater choice of housing opportunities for low-income households.

B. There is a need to expand affordable rental housing to homeless persons, and to promote projects that combine supportive services with housing, as documented in the City of Oxnard HOME-ARP Allocation Plan.

C. The Owner owns a parcel of real property located 536 – 538 Meta Street, Oxnard, California 93030, as more particularly described in Exhibit A (the "**Property**") upon which the Owner intends to construct eighty-eight (88) units of affordable housing, inclusive of one (1) two-bedroom manager's unit (the "**Project"**). The City HOME-ARP Loan (as defined below) is being made to finance the development and construction costs for the Project. The Project will increase the supply of affordable rental housing in the City of Oxnard. Due to the assistance provided to Owner pursuant to this Agreement, the City has designated five (5) units as HOME-ARP-Assisted Unit (each such unit a "**HOME-ARP-Assisted Unit**"), which Units are fixed Units as defined in 24 C.F.R. 92.252(j). The HOME-ARP Assisted Units are required to include five (5) one-bedroom Units. The Parties reasonably expect that construction and development of the Project will commence within sixty (60) days of the close of construction financing, but in no event shall construction begin later than twelve (12) months from execution of the City HOME-ARP Loan Agreement.

D. Under the American Rescue Plan Act of 2021 ("**ARP**"), signed into law by President Biden on March 11, 2021 (Public Law 117-2), Lender has been awarded Home Investment Partnerships Program funds ("**HOME-ARP Funds**") from the United States Department of Housing and Urban Development ("**HUD**"), pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990, for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

E. Owner and City have executed a City HOME-ARP Loan Agreement ("**City HOME-ARP Loan Agreement**") in the amount of One Million Two-Hundred Thousand Dollars ($1,200,000) in HOME-ARP funds ("**City HOME-ARP Loan**") for construction of the Project as allowed, which funds are subject to HOME-ARP regulations set forth in the October 10, 2021 Federal Register Notice (86 FR 56764), *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*.

F. Concurrently herewith, the Parties are entering into a City HOME-ARP Promissory Note ("**City HOME-ARP Promissory Note**) in the original principal amount of One Million Two-Hundred Thousand Dollars ($1,200,000), executed by Owner in favor of Lender, and is secured by a City HOME-ARP Loan Deed of Trust ("**City HOME-ARP Loan Deed of Trust**").

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned funding, the Owner and the Lender hereby agree as follows:

1. DEFINITIONS

All initially capitalized terms in this Agreement shall have the definitions ascribed to such terms in the City HOME-ARP Loan Agreement. Some of the following terms are defined in the City HOME-ARP Loan Agreement and repeated here for convenience of reference. Where such terms are not defined in the City HOME-ARP Loan Agreement, the following terms have the meanings and content set forth in this section wherever used in this Agreement or attached exhibits.

1.1 "**ANNUAL INCOME**" means the definition of Annual Income as more particularly defined at 24 CFR 5.609.

1.2 **"AREA MEDIAN INCOME" or "AMI"** means the area median income for Ventura County Metropolitan Statistical Area as determined from time to time by HUD and published by HCD, adjusted for family size.

1.2 **"COORDINATED ENTRY SYSTEM"** means the information system utilized by Lender under the Ventura County Continuum of Care Alliance for coordinating, prioritizing and insuring to the greatest extent possible non-duplication of homeless programs and services, which accordingly identifies the most vulnerable homeless persons and households and serves as basis to inform priority provision of Units to Qualifying Populations as defined in Section 1.18 herein.

1.4 **"CITY HOME-ARP LOAN"** means the loan of HOME-ARP Funds in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) made by the Lender to the Owner to finance certain development and construction costs of the Project pursuant to the City HOME-ARP Loan Agreement and the City HOME-ARP Loan Note.

1.5 **"CITY HOME-ARP LOAN AGREEMENT"** is the loan agreement executed by and between the Owner and the Lender, setting forth the terms and conditions governing the City HOME-ARP Loan.

1.6 **"CITY HOME-ARP LOAN DEED OF TRUST"** means that certain deed of trust with assignment of rents placed on the Property to be constructed thereon as security for the City HOME-ARP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.7 **"CITY HOME-ARP LOAN DOCUMENTS"** are collectively the City HOME-ARP Loan Agreement, the City HOME-ARP Loan Note evidencing the City HOME-ARP Loan, the City HOME-ARP Loan Deed of Trust securing the City HOME-ARP Loan Note, and this Agreement as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.8 **"CITY HOME-ARP LOAN NOTE"** means the City HOME-ARP Promissory Note executed by the Owner in favor of the Lender in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) evidencing the City HOME-ARP Loan, which is secured by the City HOME-ARP Loan Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note.

1.9 "**CLOSING DATE**" means the date of execution and delivery of this Agreement.

1.9 **"HOME-ARP-ASSISTED UNIT"** means any of the five (5) one-bedroom Units on the Property designated by the Owner as a "fixed" HOME-ARP Assisted Unit with restricted occupancy and rents pursuant to and subject to the requirements of this Agreement, which must be occupied by Qualifying Households. A Unit shall not be considered a HOME-ARP-Assisted Unit until such Unit has been constructed and made available for occupancy.

1.10 **"LENDER"** is the City of Oxnard, a municipal corporation, and its authorized representatives, officers, officials, directors, employees, and agents.

1.11 **"LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2 as a "Low-income family."

1.12 **"OWNER"** means Aspire Apartments LP, a California limited partnership.

1.13 **"PROJECT"** means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the City HOME Loan Agreement.

1.14 **"PROPERTY"** means the real property located at 536 – 538 Meta Street, Oxnard, California 93030, as more particularly described in Exhibit A attached hereto and incorporated herein, including the improvements constructed thereon pursuant to the City HOME Loan Agreement.

1.15 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as meeting the definition of a Qualifying Population pursuant to the October 10, 2021, Federal Register Notice 86 FR 56764, *Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan (HOME-ARP) Program*.

1.16 **"QUALIFYING POPULATION"** means a household that qualifies for priority consideration and preference for an Assisted Unit pursuant to HUD CPD Notice 21-10, Section IV, "*Qualifying Populations, Targeting and Preferences*". Qualifying Populations are identified broadly as individuals and families who are: 1) Homeless (as defined at 24 CFR 91.5); 2) At Risk of Homelessness (as defined at 24 CFR 91.5); 3) Fleeing or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (as defined by HUD); and 4) "Other Populations," where providing supportive services or assistance under Section 212(a) of the National Affordable Housing Act (NAHA) (42 U.S.C 12742(a)), would prevent the family's homelessness or would serve those with the greatest risk of housing instability. A more detailed and specific description of Qualifying Populations, as set forth in HUD CPD Notice 21-10, is excerpted and included herein as **Exhibit B**.

1.17 "**QUALIFYING RENT"** means that the rental charges for Units reserved for occupancy by low-income households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or for Very Low-Income Households, 30% of the adjusted income of a household whose annual income is equal to or less than 50% of the median income for the area with adjustments for number of bedrooms in the unit. In accordance with 24 CFR 92.252(b). If the Tenant of a HOME-ARP-Assisted Unit pays for utilities and services (excluding telephone, television and Internet services), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the annual Oxnard Housing Authority Utility Allowance, or other annual utility schedule as determined by the City of Oxnard and/or HUD, if applicable. A household that was a Qualifying Household at initial occupancy and whose annual income at the time of income re-certification is above 80% AMI must pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income.

1.18 "**PROJECT COMPLETION**" means that all necessary title transfer requirements and construction work for the Project have been performed; the Project complies with the requirements of 24 CFR Part 92 (including, but not limited to, the property standards under § 92.251); the final drawdown of HOME-ARP funds has been disbursed for the Project; and the Project completion information, as described in Section 1.30 of the HOME-ARP Loan Agreement, has been provided to the City by Owner and entered into the Integrated Disbursement and Information System (IDIS) established by HUD, except that with respect to rental housing Project completion, for the purposes of § 92.502(d), Project completion occurs upon completion of construction and before occupancy. Upon receipt, Owner shall provide

Lender with a copy of the Project's Certificate of Occupancy and Notice of Completion. Project Completion shall in no event be extended beyond four (4) years from the Effective Date of this Agreement.

1.19 "**TENANT"** means a household meeting the definition of a "Qualifying Household" and occupying a HOME-ARP Assisted Unit.

1.20 "**TERM"** means collectively the period of time during which the HOME Assisted Units must meet the affordability requirements imposed under the HOME Program, commencing upon Project Completion date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after the later to occur of Project Completion Date and the date of the recordation of Notice of Completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the date of the recordation of the notice of completion."

1.21 **"UNIT"** means a housing unit in the Project.

1.22 **"VERY LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2, whose annual income does not exceed fifty percent (50%) of the Area Median Income, with adjustments for household size as defined by HUD at 24 CFR Part 92 as "Very low-income families."

2. TERM AND COMPLIANCE

2.1 **COMPLIANCE WITH CITY HOME-ARP LOAN DOCUMENTS.** The Owner's actions with respect to the Property and the use of funds from the City HOME-ARP Loan shall at all times be in full conformity with all of the requirements of the City HOME-ARP Loan Documents, including but not limited to the insurance requirements contained therein.

2.2 **TERM OF AGREEMENT.** This Agreement shall commence upon the Effective Date and shall terminate upon the termination of the Term. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.3 **COMPLIANCE WITH PROGRAM REQUIREMENTS.** The Owner shall comply with all requirements imposed on projects assisted under the HOME-ARP Program in effect on the date the City HOME-ARP Loan is executed by all parties, and as may be amended from time to time.

3. PROJECT OCCUPANCY AND RENTS

3.1 **OCCUPANCY OF PROJECT.** A total of five (5) Units in the Project shall be designated as HOME-ARP-Assisted. Each HOME-ARP-Assisted Unit must be occupied or reserved for occupancy by Qualifying Household(s).

3.2 **HOME-ARP-ASSISTED UNITS.** The Owner shall limit for the full Term of this Agreement the rental of five (5) HOME-ARP-Assisted Unit(s) to Qualifying Households at Qualifying Rents that do not exceed the maximum rental charges for each HOME-ARP-Assisted Unit as set forth in Section 1.17 and 3.4 herein. The HOME-ARP-Assisted Unit(s) shall be designated as "fixed" so the HOME-ARP-Assisted Unit(s) may change over time as long as the total number and type of HOME-ARP-Assisted Units in the Project remains constant at all times during the Term.

The HOME-ARP-Assisted Unit(s) shall meet the following standards:

A. Be similarly constructed and of comparable quality to all other Units in the Project and be dispersed throughout the Project; and
B. Provide Tenants of HOME-ARP-Assisted Units access and enjoyment of all common areas and facilities of the Project on the same basis as Tenants of other Units.

3.3 **OTHER PROJECT UNITS.** The Units other than HOME-ARP-Assisted Units, excluding any manager's unit, shall comply with the rent and income restrictions pursuant to the program requirements regulating use of funding sources applicable to such units, including, but not limited to, the HOME-ARP Regulations applicable to such Units, if any. Non-compliance with the terms of this Agreement shall constitute an event of default under the City HOME-ARP Loan Agreement, subject to applicable cure periods, if any, and the City HOME-ARP Promissory Note.

The Owner shall ensure that the Project shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within thirty (30) days after Owner has completed the construction of the Project, Owner shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the unit numbers and type of accessibility features of no less than four (4) units accessible for mobility impairments and two (2) units accessible for either hearing or visual impairments.

3.4 **MAXIMUM RENTAL CHARGES**.

A. Maximum rental charges for the HOME-ARP-Assisted Units shall not exceed the Qualifying Rent as defined above in Section 1.17, this Section 3.4, and Section 3.6 of this Agreement.

B. The Qualifying Rent for each HOME-ARP-Assisted Unit shall be set by the Lender at the time of initial occupancy of the Project. Annual increases in Qualifying Rents shall be calculated based on rent amounts published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any HOME-ARP-Assisted Unit on the Project, Owner shall submit to the Lender for review and approval a written request for such increase. Tenants of HOME-ARP-Assisted Units shall be given at least thirty (30) days written notice

prior to any increase in Qualifying Rents, consistent with state law. Lender shall approve such request if the increased Qualifying Rents will comply with all applicable HOME-ARP Program requirements.

C. Notwithstanding the foregoing, when a HOME-ARP Assisted Unit is receiving project-based rental assistance or a household is receiving tenant-based rental assistance, the household contribution is the contribution required by the applicable assistance program.

3.4.1 **OCCUPANCY DEADLINES**. Owner shall ensure that each HOME-ARP-Assisted Unit is occupied by an eligible tenant in accordance with the deadlines for occupancy set forth at CPD 21-10 Section VI(B)(21). Eligible tenants shall occupy each HOME-ARP-Assisted Unit within six (6) months from Project Completion, as defined in this Agreement. In the event that any HOME-ARP-Assisted Unit is not occupied by a Qualifying Populations as of the Occupancy Deadline ("**HOME-ARP-Assisted Unit Vacancy**"), Owner may cure such breach by (i) providing to Lender within five (5) days after the Occupancy Deadline written notice of each such HOME-ARP-Assisted Unit Vacancy, (ii) providing to Lender within ten (10) days after the Occupancy Deadline a detailed record of Owner's marketing efforts with respect to the Project and the HOME-ARP-Assisted Units, and (iii) comply with all of Lender's requests for additional information pertaining to such marketing efforts.

In the event that any HOME-ARP-Assisted Unit is not occupied by a Qualifying Population household, within eleven (11) months after the date of Project Completion, such occurrence shall constitute an Event of Default by Owner hereunder. On or before the date that is three (3) days after the last day of the eleventh (11th) month after the date of Project Completion, Owner shall provide to Lender written notice of each such HOME-ARP-Assisted Unit Vacancy. Within five (5) days of receipt of such notice of HOME-ARP-Assisted Unit Vacancy from Owner, Lender shall give written notice to Owner of such Event of Default in accordance with Section 6.2, below, and Owner shall have the opportunity to cure such Event of Default before the last day of the twelfth (12th) month after the date of Project Completion.

Notwithstanding any other provision of this Agreement, or of any provision of any other City HOME-ARP Loan Document or subordination agreement, to the contrary, Owner shall immediately repay to Lender, upon Lender's request, all HOME-ARP Funds invested in Units that are not rented to eligible Qualifying Households within twelve (12) months of Project Completion.

3.5 **INCOME CERTIFICATION.**

The Annual Income levels and other qualifications of applicants for HOME-ARP-Assisted Units shall be certified by Owner no earlier than six (6) months prior to the Qualifying Household's expected occupancy of a HOME-ARP-Assisted Unit and recertified annually thereafter by the Owner, in compliance with 24 CFR 92.203.

A. Initial Annual Income Verification. Before the Qualifying Household occupies a HOME-ARP-Assisted Unit, the Owner shall verify that the Annual Income calculated in an Annual Income certification is accurate by taking both of the following steps as a part of the verification process, and this initial Annual Income Certification will serve as basis for

determining the tenant rent portion for payment of monthly rent, not for determining such Qualifying Household's income eligibility to reside in the HOME-ARP Assisted Unit:

(1) Third Party Verification: All third parties (e.g., employer, Social Security Administration, public assistance agency, etc.) are contacted in writing to obtain written verification of Annual Income; and

(2) Review of Documents: The Qualifying Household provides documents verifying their Annual Income (e.g., pay stubs, tax returns, etc.), which are to then be retained in the Project files.

B. Annual Income Recertification. At the time of lease renewal or pursuant to an annual schedule adopted by the Owner, and no later than the one-year anniversary of the initial Annual Income verification and annually thereafter, Owner shall recertify the Annual Income of each Tenant occupying a HOME-ARP-Assisted Unit using the method as described in Section 3.5.A, above.

3.6 **INCREASES IN QUALIFYING HOUSEHOLD INCOMES.** In the event, that recertification of a previously Qualifying Household's Annual Income indicates that the Annual Income is above 50% of AMI and below 80% of AMI, then the Owner may increase rents on such Unit only as permitted at 24 CFR 2.252(a), requiring the household to pay the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or High-HOME rent as published annually by HUD, whichever is less. If the previously Qualifying Household's income exceeds eighty percent (80%) of AMI at the time of recertification, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(h)(2), requiring the household to pay the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent (30%) of the household's adjusted income.

4. LEASING THE PROJECT

4.1 **TENANT LEASES.** The Owner shall execute a written lease with Tenants of HOME-ARP-Assisted Units for a term of at least one year, unless the Owner and the Tenant mutually agree to a shorter period. A lease may not be for a period less than thirty (30) days. The Tenant lease and any changes thereto must be approved by Lender.

A. The Owner shall include in leases for all HOME-ARP-Assisted Units provisions which provide that a Qualifying Household is subject to annual certification of Annual Income and that the tenancy of the Qualifying Household shall be terminated as soon as possible in accordance with state law should one or more of the Qualifying Household's members misrepresent any material fact regarding the Qualifying Household's qualification as a Low- or Very Low-Income Household, as the case may be. The Owner shall include in all leases for HOME-ARP-Assisted Units provisions which prohibit the Qualifying Household from subleasing the HOME-ARP-Assisted Unit.

B. In addition to executing a lease for a HOME-ARP-Assisted Unit, the Owner shall require that each Qualifying Household leasing a HOME-ARP-Assisted Unit execute a

declaration of intent to occupy which shall require the Qualifying Household to occupy the HOME-ARP-Assisted Unit as the Qualifying Household's primary residence.

C. The lease for each HOME-ARP-Assisted Unit shall not contain any of the prohibited provisions identified at 24 CFR §92.253(b) including the following:

1. *Agreement to be sued*. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. *Treatment of property*. Agreement by the Tenant that the Owner may take, hold or sell personal property of Qualifying Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the HOME-ARP-Assisted Unit after the Tenant has moved out of the HOME-ARP-Assisted Unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility*. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice*. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

5. *Waiver of legal proceedings*. Agreement by the Tenant that the Owner may evict the Tenant or Qualifying Household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial*. Agreement by the Tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision*. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

8. *Tenant chargeable with cost of legal actions regardless of outcome*. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; and

9. *Mandatory support services*. Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

D. Owner shall not terminate the tenancy or refuse to renew the lease of a Tenant of a HOME-ARP-Assisted Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew the tenancy, the Owner shall serve written notice upon the Tenant specifying the grounds for the action at lease thirty (30) days prior to termination of tenancy.

E. Owner shall comply with all requirements of the Violence Against Women Act (VAWA) set forth in 24 CFR part 5, subpart L. Owner shall provide the notice and certification form described in 24 CFR 5.2005(a) to an applicant for a HOME-ARP-Assisted Unit at the time the applicant is admitted to a HOME-ARP-Assisted Unit or County-Assisted Unit, or denied admission to a HOME-ARP-Assisted Unit based on the Owner's tenant selection policies and criteria. Owner shall further provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-ARP-Assisted Unit. If a family living in a HOME-ARP-Assisted Unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the Unit. All leases for HOME-ARP-Assisted Units must include a VAWA lease term/addendum to incorporate all requirements that apply to the Owner or lease under 24 CFR part 5, subpart L, and 24 CFR 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if it is determined that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The lease term/addendum must require the Owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. Owner shall comply with all other VAWA requirements applicable to the HOME-ARP Program not specified herein.

F. Owner and Lender may work together to comply with the requirements of the Coordinated Entry System under the Ventura County Continuum of Care Alliance ("**CoC**") program, as set forth at 24 CFR Part 578, PIH Notice 2013-15, and other guidance from HUD on CoC and PHA collaboration. The Coordinated Entry System will refer Qualifying Households to the Owner for consideration of tenancy at the Project. However, the CoC shall not be the exclusive referral partner, referrals may be accepted by the Borrower from other agencies that serve the qualifying populations as well as any individual wishing to apply for tenancy. All referrals received will be given priority based solely on the order of the date and time of their application submission. Borrower will create a waiting list. Applicants for occupancy in HOME-ARP units must submit a completed application that provides sufficient information to be placed on the waiting list. Placement on the waiting list does not indicate the applicant will be eligible for occupancy – a final determination must be made when the applicant is selected from the waiting list.

The CoC Coordinated Entry System, Pathways to Home, will act as the central referral source for this project. The Owner is required to enroll in the Homeless Management Information System (HMIS) for this Project and request referrals from Pathways to Home that match the eligibility criteria for vacant units. The provider will need to ensure a memorandum of understanding is executed with the CoC. Pathways to Home will require the eligibility criteria for each unit and referrals will be made by the CoC, in accordance with the CES Prioritization Policy. More details on Pathways to Home policies and procedures are posted on the CoC website: https://coc.venturacounty.gov/pathways-to-home-documents/. In the event CoC is

unable to provide qualified referrals, Owner shall use alternative referral sources as further described in the Owner's tenant selection plan.

4.2 **TENANT SELECTION.** Before leasing the Project, the Owner must provide Lender for its review and approval the Owner's written tenant selection plan. HOME-ARP-Assisted Unit Tenant selection will be coordinated and referred to Owner for Qualifying Populations under the CoC Coordinated Entry System as described 4.1.F of this Agreement, and must, at a minimum, meet the requirements for tenant selection pursuant to Section IV(C)(2) of HUD's September, 13, 2021 CPD Notice 21-10, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, and all modifications thereto.

4.3 **SECTION 8 CERTIFICATE HOLDERS.** The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by such prospective Tenants.

4.4 **CONDOMINIUM CONVERSION.** The Owner shall not convert Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights in the Property during the Term of this Agreement.

4.5 **NONDISCRIMINATION**. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

4.6 **MARKETING PLAN.** Pursuant to the September 13, 2021, HUD CPD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, Section 10(a)(ii)(1): "For HOME-ARP units for Qualifying Households, a market assessment is not required. Rather the Owner can demonstrate that there is an unmet need among Qualifying Populations for the type of housing proposed through their gap analysis, CoC, data, public housing and affordable housing waiting lists, point-in-time surveys, housing inventory count, or other relevant data on the need for permanent housing for the Qualifying Populations." The Ventura County CoC Coordinated Entry system will provide Owner with referrals for Qualifying Populations and Households for consideration of tenancy.

5. PROPERTY MANAGEMENT

5.1 **MANAGEMENT RESPONSIBILITIES.** The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Tenants, certification and recertification of Qualifying Household size and Annual Income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for its approval its proposed Property manager. Many Mansions is hereby approved as the initial property manager for the Project. The Owner may only remove and/or replace the Property manager with the prior written consent of the Lender which consent shall not be unreasonably withheld.

5.2 **APPROVAL OF MANAGEMENT POLICIES**. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing HOME-ARP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

5.3 **INSPECTION AND RECORDS.** The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property, subject to the rights of tenants, for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units. Owner must include provisions in tenant leases that allow for Lender inspections of the units.

5.4 **COMPLIANCE MONITORING.** The Owner shall, at all times during the Term, operate the Property and the Project in full compliance with this Agreement and the HOME-ARP Program regulations set forth in 24 CFR Part 92, including, but not limited to, the property condition standards set forth in 24 CFR 92.251(f), and the Requirements of the Use of HOME Funds in HOME American Rescue Plan Program cited in HUD CDP Notice: CDP 21-10, September 13, 2021, *Requirements for the Use of Funds in the HOME American Rescue Plan Act*, in effect as of the Effective Date, and as may be amended from time to time (the foregoing, collectively, the "**HOME-ARP Requirements**"). The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by the HOME-ARP Requirements and as reasonably requested by Lender.

5.5 **ANNUAL REPORT.** On or before July 31st of each year during the Term following recordation of a certificate of occupancy issued for the Project, the Owner shall submit to the Lender a report in a form approved by Lender for the preceding calendar year, containing all information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("**Annual Report**"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement, as defined in Section 1.2 of the City HOME-ARP Loan Agreement, (ii) a report on the occupancy of the Project, (iii) a report on the physical condition of the Project to the extent required under then-current HOME regulations, (iv) a report on the general

management of the Project, (v) for each HOME-ARP-Assisted Unit, the rent, Annual Income, and household size of the Tenant household in occupancy of such Unit, as well as the date such tenancy commenced, and (vi) all other information requested by Lender.

Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the Lender in order to comply with reporting requirements of the HUD, or the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any Unit to determine compliance with this Agreement.

5.6 **FEES, TAXES, AND OTHER LEVIES.** The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property and shall pay such charges prior to delinquency.

5.7 **PROPERTY TAX EXEMPTION.** The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent. Lender acknowledges Owner will be applying for a property tax exemption for the Property under California Revenue and Taxation Code Section 214(g) and hereby provides its consent.

5.8 **MAINTENANCE OF EXISTING STRUCTURES.** Owner shall maintain all buildings on the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. In the event that Lender establishes property standards in accordance with 24 CFR 92.251(f)(1) and determines in its sole discretion that these standards are applicable to the Project, Lender shall send written notice of this determination to Owner. Upon Owner's receipt of such written notice, the property standards established by Lender pursuant to 24 CFR 92.251(f)(1) shall apply to all Units in the Project throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1 **SUBORDINATION.** This Agreement shall not be subordinate to any Senior Lien.

6.2 **DEFAULT AND REMEDIES** In the event of any breach of any agreement or obligation under this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the Lender determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. Lender shall accept a cure by the Owner's limited partner on the same basis as Lender accepts a cure by the Owner. If the Owner fails to perform a timely cure of the specified breach, the Lender may proceed with any or all of the following remedies upon the Owner's failure to cure:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the City HOME-ARP Loan Documents or allowed at law or in equity.

6.3 **EVENT OF DEFAULT.** In the event that the Project fails to meet any of the HOME-ARP affordability requirements included in this Agreement at any time during the Affordability Period, subject to applicable notice and cure periods contained herein, such failure shall constitute an Event of Default hereunder and under Sections 8 of the City HOME-ARP Loan Agreement. In the event that the Project fails to comply with any of the terms of the HOME-ARP Regulatory Agreement, such failure shall constitute an Event of Default hereunder and under Sections 8 of the City HOME-ARP Loan Agreement.

6.4 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

6.5 **HOLD HARMLESS AND INDEMNITY.** Owner shall at all times defend, indemnify and save City and its city council, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, its city council, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Owner is not obligated to indemnify City or others for claims based upon their use of information provided by Owner, provided the information itself is accurate. Owner shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Owner enters into relating to implementation of the Project.

Owner's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Owner is obligated to indemnify and hold harmless.

6.6 **GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

6.7 **AGREEMENT CONTROLS.** In the event that any provision of this Agreement and that contained in any other City HOME-ARP Loan Document conflict, the terms of this Agreement shall control.

6.8 **TIME.** Time is of the essence in this Agreement.

6.9 **CONSENTS AND APPROVALS.** Any consent or approval of the Lender required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the Lender.

6.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the Lender as follows:

Lender:	City of Oxnard Housing Department 435 South D Street Oxnard, CA 93030 Attn: Housing Director
With copy to:	City of Oxnard Office of the City Attorney 305 West Third Street Oxnard, CA 93030 Attn: City Attorney
Owner:	Aspire Apartments LP 1259 E, Thousand Oaks Boulevard Thousand Oaks, CA 91362 Attn: Rick Schroeder, President & CEO
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
With copies to:	Borrower's lenders and investor as requested in writing by Borrower

6.11 **BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs,

administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the City HOME-ARP Loan or City HOME-ARP Loan Note, any reconveyance of the City HOME-ARP Loan Deed of Trust, or any conveyance or transfer of the Property or portion thereof.

6.12 **RELATIONSHIP OF PARTIES.** The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and Owner and shall not be construed as a joint venture, equity venture, or partnership.

6.13 **WAIVER.** Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the City HOME-ARP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

6.14 **AMENDMENTS AND MODIFICATIONS.** Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Owner and the Lender.

6.15 **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

[Signatures appear on following page. No further text appears here.]

IN WITNESS WHEREOF, Lender and Owner have caused this Agreement to be executed by their respective duly authorized officers.

LENDER:

THE CITY OF OXNARD

_____

Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

_____

Stephen M. Fischer Date
City Attorney

OWNER:

ASPIRE APARTMENTS LP, a California limited partnership

By: Aspire Apartments LLC, a California limited company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole Member/Manager

_____

By: Rick Schroeder, Date
Its: President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Place Notary Seal Above)
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

_____
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

Exhibit B

QUALIFYING POPULATIONS

IV. QUALIFYING POPULATIONS, TARGETING AND PREFERENCES

ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations

1. Homeless, as defined in 24 CFR 91.5 *Homeless (1), (2), or (3):*

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
(ii) No subsequent residence has been identified; and
(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of Homelessness, as defined in 24 CFR 91.5 *At risk of homelessness:*

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.
Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2) A person with whom the victim shares a child in common;
3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
a. The length of the relationship;
b. The type of relationship; and
c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1) Fear for the person's individual safety or the safety of others; or
2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
(i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs)

(ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

(A)Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C)Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G)Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

CITY HOME-ARP LOAN

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California Government Code Section 27383

APNs: 210-0-213-080; 201-0-213-090; 201-0-213-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures City HOME-ARP Promissory Note, City HOME-ARP Loan Agreement, and City HOME-ARP Loan Regulatory Agreement)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made _____, 2026, between Aspire Apartments LP, a California limited partnership, herein called TRUSTOR, whose address is 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362, to OLD REPUBLIC TITLE COMPANY, as trustee, herein called TRUSTEE, and the City of Oxnard, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at 536-538 Meta Street, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain City HOME-ARP Loan Agreement dated _____,2026 (the "Loan Agreement"), that certain City HOME-ARP Loan Regulatory Agreement dated _____, 2026, and City HOME-ARP Promissory Note dated _____, 2026, in the face amount of $1,200,000 made by Trustor. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, in a manner not allowed by the agreements secured by this Deed of Trust or without the written consent of the beneficiary being first had and obtained or as set forth in the Loan Agreement, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The Borrower's investor limited partner shall have the rights provided to it in the other City HOME-ARP Loan Documents.

As of the date hereof, Internal Revenue Code (IRC) Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under IRC Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or instrument in lieu of foreclosure. In the event that the regulatory agreement required by the California Tax Credit Allocation Committee is recorded against the Property, the Beneficiary agrees to comply with the provisions set forth in IRC Section 42(h)(6)(E)(ii).

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

Exhibit B is attached hereto and incorporated herein.

(Signatures appear on following page)

SIGNATURE OF TRUSTOR

Aspire Apartments LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole Member and Manager

By:_____ _____
Rick Schroeder, Date
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

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APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-10

HOME LOAN AGREEMENT

Between

CITY OF OXNARD

and

ASPIRE APARTMENTS LP

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Exhibit G: Quarterly Accomplishment Report

HOME LOAN AGREEMENT
(Aspire Apartments – HOME Loan)

This HOME Loan Agreement (the "**Agreement**") is dated as of _____, 2026, (the "**Effective Date**"), and is made by and between the City of Oxnard, a municipal corporation (the "**City**") and Aspire Apartments LP, a California limited partnership (the "**Borrower**"). The City and the Borrower shall collectively be referred to hereinafter as the "**Parties**".

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The City has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("**HOME Funds**"). The HOME Funds must be used by the City in accordance with 24 C.F.R. Part 92 (the "**HOME Regulations**").

C. The Borrower owns that certain real property located at 536 – 538 Meta Street, Oxnard, California 93030, as more particularly described in Exhibit A (the "**Property**"). Borrower intends to construct eighty-eight (88) units of affordable housing, inclusive of one unrestricted (1) manager's unit, (the "**Improvements"** or the **"Project"**) on the Property. The Property and the Improvements are collectively referred to as the "**Development**."

D. Borrower desires to borrow from the City and the City desires to lend to Borrower One Million Dollars ($1,000,000) of HOME Funds (the "**Loan**") for eligible activities for the Development as allowed under 24 C.F.R. 92.206. The Loan will be evidenced by the Note and secured by the Deed of Trust, as defined below.

E. The Loan is being made to finance the construction costs for the Development. The Development will increase the supply of affordable rental housing in City of Oxnard. Due to the assistance provided to Borrower pursuant to this Agreement, the City has designated five (5) units as HOME-assisted units (each such unit a "**HOME-Assisted Unit**"), which Units are "fixed" Units as defined in 24 C.F.R. 92.252(j). The HOME-Assisted Units are required to include five (5) one-bedroom Units, of which five (5) will be designated as Low HOME Units.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and City hereby agree as follows:

AGREEMENT

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "**Annual Financial Statement"** means the financial statement for each calendar year prepared at Borrower's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to Lender, which shall form the basis for determining the Residual Receipts.

(b) "**Agreement"** means this HOME Loan Agreement, as such may be amended from time to time by both Parties in writing.

(c) **"AHSC AHD Loan"** means the loan to Borrower from the State of California Housing & Community Development made concurrently herewith under the Affordable Housing and Sustainable Communities (AHSC) Program for affordable housing development in the original principal amount of Twenty-Five Million Dollars ($25,000,000).

(d) **"Annual Operating Expenses"** means, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including, but not limited to, pest control, landscaping and grounds maintenance, painting, cleaning, repairs and alterations, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, reasonable property management fee, City monitoring fee, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, salaries, wages, and other employee compensation and benefits, employee education, training, and travel, communication costs, taxes, materials and supplies, any fees or costs in connection with resident/social services provided to tenants, social services oversight fee, any current and accrued annual asset management fee, or similar fee, paid to the Investor Limited Partner or its designee. any current and accrued annual partnership management fee, or similar fee, paid to the managing general partner of the Borrower, payment of any previously unpaid portion of the Developer Fee, as defined in Section 3.12 of this Agreement,, capital adjusted under the Borrower's Partnership Agreement; repayment of any advances or loans made by a partner in the Borrower to fund operating shortfalls; extraordinary operating costs specifically approved by the City, other ordinary and reasonable operating expenses not listed above, and payments of principal and interest on the Senior loans in the Approved Financing. Operating Expenses shall also include cash deposited into reserves for operating expenses with respect to the Project, not to exceed an amount sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments, or such greater amount as may be required by a Senior Lender or the Investor Limited Partner and approved by the City, an amount approved by Lender and capital replacements with respect to the Project in an amount not less than two hundred fifty dollars ($250) per unit and not more than five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Investor Limited Partner or Senior Lender and approved by City. Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account. The Operating Expenses shall be reported in each Annual Financial Statement.

(e) "**Annual Payment"** has the meaning set forth in Section 2.6(a).

(f) "**Approved Financing"** means all of the following loans, grants and equity obtained by Borrower and hereby approved by the City for the purpose of financing the

Development, which include the following loans: taxable and tax-exempt construction loan from a commercial institutional lender in the approximate amount of $44,000,000 which will convert to a permanent loan in the approximate amount of $3,500,000; a loan from HCD's Affordable Housing and Sustainable Communities Program in the approximate amount of $25,000,000; a loan from Many Mansions in the approximate amount of $500,000; a construction term loan from the Housing Trust Fund of Ventura County in the approximate principal amount of $5,000,000; the City HOME-ARP Loan in the approximate amount of $1,200,000; the City CDBG Loan in the approximate amount of $689,659; and any other financing approved by the City's Housing Director in writing, and any refinancing of any such loan in an amount not to exceed the then outstanding principal balance of such loan plus closing costs.

(g) "**Approved Financing Plan"** means the financing plan previously approved by the City.

(h) "**Borrower**" has the meaning set forth in the first paragraph of this Agreement.

(i) "**Certificate of Completion"** means the final Certificate of Completion issued by the City on the Completion of Construction.

(j) "**City"** has the meaning set forth in the first paragraph of this Agreement.

(k) "**City Council"** means City of Oxnard's City Council.

(l) "**City CDBG Loan**" means the loan to Borrower from the City made concurrently herewith under the Community Development Block Grant program in the original principal amount of Six Hundred Eighty Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659).

(m) "**City HOME-ARP Loan**" means the loan from the City made concurrently herewith from the HOME-ARP program in the original principal amount of One Million Two Hundred Thousand Dollars ($1,200,000).

(n) "**Closing**" means the date that the Deed of Trust is recorded against the Borrower's interest in the Property.

(o) "**Commencement of Construction**" has the meaning set forth in Section 3.3.

(p) "**Completion Date**" means the date that all of the following have occurred: (1) the Certificate of Completion is issued by the City to certify Completion of Construction; (2) the final disbursement of HOME Funds for the Development has been made; (3) the City has verified that the Development complies with the property standards set forth in 24 CFR 92.251 and all other requirements in Subpart F of the HOME Regulations; and (4) all Project completion information has been entered by the City into the Integrated Disbursement and Information System (IDIS). City shall process completion information promptly after receiving complete information from the Borrower.

(q) "**Completion of Construction**" has the meaning set forth in Section 3.4.

(r) "**Control**" means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation

(s) "**Deed of Trust**" means the Deed of Trust with Assignment of Rents, among Borrower, as trustor, Old Republic Title Company as trustee, and the City, as beneficiary, that will encumber the Borrower's interest in the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents. "**Default Rate**" has the meaning set forth in Section 5.2(a)(4).

(t) "**Developer Fee**" means that developer fee approved by City as part of the Approved Financing Plan.

(u) "**Development**" has the meaning set forth in Recital C.

(v) "**Escrow**" means the escrow account established by the Borrower for the closing of Development financing with Old Republic Title Company at its office located at 555 12th Street, Suite 2000, Oakland, CA 94507, or another escrow company satisfactory to the City.

(w) "**Event of Default**" has the meaning set forth in Section 5.1.

(x) "**Final Cost Certification**" has the meaning set forth in Section 4.2(b).

(y) "**Gross Revenue**" means for each calendar year, all revenue, income, receipts, and other consideration actually received by Borrower from operation and leasing of the Development. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower; (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

(z) "**Hazardous Materials**" has the meaning set forth in Section 4.8.

(aa) "**Hazardous Materials Claims**" has the meaning set forth in Section 4.8.

(bb) "**Hazardous Materials Law**" has the meaning set forth in Section 4.8.

(cc) "**HCD**" means the California Department of Housing and Community Development.

(dd) "**High HOME Units"** mean HOME-Assisted Units rented in accordance with the limits set forth in 24 C.F.R. § 92.252(a).

(ee) "**HOME**" means the HOME Investment Partnerships Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(ff) "**HOME-Assisted Units**" has the meaning set forth in Recital E.

(gg) "**HOME Funds"** has the meaning set forth in Recital B.

(hh) "**HOME Reporting Term**" means collectively the period of time during which the HOME-Assisted Units must meet the affordability requirements imposed under the HOME Program, commencing upon Completion Date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after Completion Date and recordation of Notice of Completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the date of the recordation of the Notice of Completion."

(ii) "**HOME Loan Term**" means the period beginning on the date of this Agreement and ending on the fifty-fifth (55th) anniversary of the date of the recordation of the Notice of Completion, unless sooner terminated in accordance with this Agreement.

(jj) "**HOME Regulations**" has the meaning set forth in Recital B.

(kk) "**Housing Director"** means the Housing Director of the City.

(ll) "**HUD**" has the meaning set forth in Recital B.

(mm) "**Improvements**" has the meaning set forth in Recital C.

(nn) "**Investor Limited Partner**" means the limited partner, and its successors and assigns, admitted to the Borrower in connection with the allocation of low income housing tax credits to the Development, which admission will occur concurrently with closing of construction financing for development of the Improvements.

(oo) "**Lenders' Share of Residual Receipts**" means fifty percent (50%) of the Residual Receipts.

(pp) "**Loan**" has the meaning set forth in Recital D.

(qq) "**Loan Documents**" means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(rr) "**Low HOME Units**" mean HOME-Assisted Units rented in accordance with the limits set forth in 24 C.F.R. § 92.252(a).

(ss) "**Marketing Plan**" has the meaning set forth in Section 3.13.

(tt) "**NEPA**" has the meaning set forth in Recital F.

(uu) "**Note**" means the HOME Loan Promissory Note, that evidences Borrower's obligation to repay the Loan.

(vv) "**Notice of Completion**" means the Notice of Completion executed by Borrower in the form specified in California Civil Code Section 8182.

(ww) "**Partnership Agreement**" means the Agreement of Limited Partnership executed by the partners of Borrower, to be amended and restated upon admittance of the Investor Limited Partner as a limited partner to the partnership, and as may be further amended from time to time.

(xx) "**Permitted Transfer**" has the meaning set forth in Section 4.13(c).

(yy) "**Property**" has the meaning set forth in Recital C.

(zz) "**Regulatory Agreement**" means the City HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants, between the City and Borrower related to the Loan, to be recorded against the Borrower's interest in the Property.

(aaa) "**Residual Receipts**" in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

(bbb) "**Schedule of Performance**" means the schedule for performance as set forth in the attached Exhibit B.

(ccc) "**Senior Lender**" means any lender, its successors and assigns, making a loan under the Approved Financing, except for the City of Oxnard.

(ddd) "**Senior Lien**" has the meaning set forth in Section 2.4.

(eee) "**TCAC**" means the California Tax Credit Allocation Committee.

(fff) "**Tenant**" means the tenant household that occupies a unit in the Development.

(ggg) "**Transfe**r" has the meaning set forth in Section 4.13.

1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A: Legal Description of the Property

Exhibit B: Schedule of Performance

Exhibit C: Insurance Requirements

Exhibit D: Disbursement Schedule

Exhibit E: Expenditure Summary Payment Request (ESPR) Form

Exhibit F: Rental Set-Up and Completion Form

Exhibit G: Quarterly Accomplishment Report

ARTICLE 2.
LOAN PROVISIONS

Section 2.1 Loan.

Subject to the satisfaction of the conditions set forth in this Article, the City shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

Simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of simple interest at three percent (3%) commencing on the date of each disbursement.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan funds to pay for the predevelopment activities and construction costs for the Development consistent with 24 C.F.R. Section 301(b). Borrower shall not use the Loan funds for any other purpose without the prior written consent of the City. Borrower agrees and acknowledges that no portion of the Loan funds may be used to assist any portion of the Development not restricted for occupancy by low-income households.

(b) During the entire HOME Reporting Term, the Borrower shall comply with the applicable HOME Regulations, the Regulatory Agreement, and this Agreement in the use of the Loan funds

Section 2.4 Security. The Deed of Trust will secure the Loan. At the Closing, the Deed of Trust shall be recorded against the Borrower's interest in the Property. Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the interest in the Property in lien position junior to the liens and regulatory agreements related to the loans made by Senior Lenders and the HCD and such other exceptions reasonably authorized by the Housing Director (each, a "**Senior Lien**") provided the conditions in Section 2.8 are met. Borrower shall also cause or permit the Regulatory Agreement to be recorded against the interest in the Property, in a lien position junior to each Senior Lien provided the conditions in Section 2.8 are met.

Section 2.5 Conditions Precedent to Disbursement of Loan Funds.

(a) Disbursement of Loan proceeds shall not exceed One Million Dollars ($1,000,000). The disbursement shall be made in accordance with the Disbursement Schedule attached hereto as Exhibit D, and each disbursement request shall be in the form of a signed Expenditure Summary Payment Request (ESPR) form or other form approved by City, attached hereto as Exhibit E, approved by the City prior to such disbursement based upon documentation submitted to the City by Borrower; provided that the City shall not be obligated to make any disbursements of Loan funds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior disbursement of Loan funds:

(1) The Borrower has caused to be executed and delivered to the City all Loan Documents and any other instruments, and policies required under the Loan Documents;

(2) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the Office of the Recorder of the County of Ventura through the Closing as liens subject only to each Senior Lien; and

(3) A title insurer reasonably acceptable to the Housing Director is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of insurance insuring the lien priority of the Deed of Trust in the amount of the Loan, subject only to each Senior Lien and such exceptions and exclusions as may be reasonably acceptable to the City and containing such endorsements as the Housing Director may reasonably require.

(b) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to disburse any portion of the Loan to Borrower under this Agreement following: (i) termination of this Agreement; (ii) notification by the City to the Borrower of an Event of Default (excluding any Event of Default of the City) under terms of this Agreement until such time as the Event of Default has been cured.

Section 2.6 Repayment Schedule.

(a) Annual Payments. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for the Improvements and on July 1st of each year thereafter through the HOME Loan Term, Borrower shall make a Loan payment in the following amount: (i) while AHSC AHD Loan and City HOME-ARP Loan are made and outstanding, no payment shall be made on the City HOME Loan; (ii) while the AHSC AHD Loan is made and outstanding but the City HOME-ARP Loan has not been made or has been fully repaid, then in an amount equal to ten and thirty-six hundredths percent (10.36%) of Lenders' Share of Residual Receipts for the previous calendar year; and (iii) if the AHSC AHD Loan or the City HOME-ARP Loan have not made or at such time as the AHSC AHD Loan and the City HOME-ARP Loan have been fully satisfied, then the Lenders' Share of Residual Receipts for the previous calendar year (collectively referred to herein as an "**Annual Payment**"). Notwithstanding anything herein to the contrary, in allocation of the pay down of the City HOME Loan and the loans from the City made concurrently herewith under the HOME-ARP Program and the Community Development Block Grant Program, the priority of repayment shall be first repayment in full of the City HOME-ARP Loan, then repayment in full of this HOME Loan, and thereafter repayment in full of the City CDBG Loan. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual

Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event, that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event, that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan.

(b) Special Repayment for Un-Leased HOME-Assisted Units. As required under 24 C.F.R. 92.252, if Borrower fails to lease any one of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction, the Borrower shall repay to the City a proportionate share of the indebtedness of Borrower to the City under this Agreement and the Note attributable to each of the HOME-Assisted Units that has remained un-leased for the entire eighteen (18) month period, which amount shall be immediately due and payable.

(c) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (1) the City 's acceleration of the Note in accordance with Section 5.2 hereof; and (2) the expiration of the HOME Loan Term.

(d) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement will remain in effect for the entire HOME Reporting Term, and the Deed of Trust will remain in effect for the entire HOME Loan Term, regardless of any prepayment.

Section 2.7 Non-Recourse. Except as provided below, the Borrower, and the Borrower's partners, officers, directors, employees and agents, shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note and of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower's obligation to indemnify the City under this Agreement, or liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Borrower's interest of the Property that are payable

or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

Section 2.8 Subordination. The Deed of Trust shall be subordinated to each Senior Lien and to other liens approved by the Housing Director securing financing set forth in the Approved Financing Plan, if any, but only on condition that all of the following conditions are satisfied:

(a) All the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

(b) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

(c) The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

ARTICLE 3.
CONSTRUCTION OF THE IMPROVEMENTS

Section 3.1 Schedule of Performance.

Borrower shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, subject to Section 6.14, and as may be modified from time to time as mutually agreed by the Borrower and the Housing Director in writing.

Section 3.2 Permits and Approvals.

The Improvements shall be developed substantially in accordance the terms and conditions of the land use permits and approvals and building permits for the Development, including any variances granted. Borrower shall construct the Development in conformance with the plans and specifications approved by the City in connection with the building permit process. Any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications, shall be approved by the Housing Director.

Section 3.3 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development no later than the date set forth in the Schedule of Performance, which in no event shall be any later than twelve (12) months from the Effective Date. For the purposes of this Agreement, "**Commencement of Construction**" means the date set for the start of construction of the Development in the notice to

proceed issued by Borrower to Borrower's general contractor. Prior to closing escrow on construction financing and commencement of construction, Borrower shall prepare and submit the Rental Set-Up and Completion Form to the City, attached hereto and referenced herein as Exhibit F – Rental Set-Up and Completion Form, which shall contain all Project commencement information required to be entered by the City into the Integrated Disbursement and Information System (IDIS). Borrower shall submit to City written Project construction progress reports in the form of a signed Quarterly Accomplishment Report form attached hereto as Exhibit G or other form approved by City, commencing sixty (60) days after Commencement of Construction work through completion.

Section 3.4 Completion of Construction.

The Borrower shall diligently prosecute to completion the construction of the Development ("**Completion of Construction**") no later than the date set forth in the Schedule of Performance. In no event shall construction completion exceed 4 years from the effective date of this Agreement. Borrower shall record a Notice of Completion within ten (10) days of Completion of Construction and provide the City a copy of the recorded Notice of Completion. The City shall provide the Borrower the Certificate of Completion. Borrower shall prepare and submit to the City the Rental Set-Up and Completion Form, attached hereto as Exhibit F which shall contain all Project completion information required to be entered by the City into the Integrated Disbursement and Information System (IDIS).

Section 3.5 Compliance with Applicable Laws.

(a) Compliance with Laws. To the extent applicable, Borrower shall cause all work performed in connection with the Development to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter including without limitation and to the extent applicable, (1) the property standards set out in 24 C.F.R. 5.701 et seq. and 24 C.F.R. 92.251 or adopted by the City in conformance therewith; and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work will proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the agency for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Development.

(b) Prevailing Wages.

(1) This Agreement has been prepared with the intention that the financial assistance provided by the City under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds. However, to the extent another funding source for the Development or a future court decision or a Department of Industrial Relations determination requires the payment of prevailing wages on the Development and related requirements under the Labor Code, then the Borrower shall pay prevailing wages on the Development and meet other related requirements under the Labor Code in the construction of the Development.

(2) Without limiting the generality of the indemnification set forth in Section 6.3 below, the Borrower shall indemnify, to the extent not prohibited by applicable law, the City, its councilmembers, commissioners, officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(c) Section 3 Training Opportunities. The prime contractor and all subcontractors shall be required to comply with the Section 3 Training Opportunities set forth in Section 4.7(b)(10)(C) of this Agreement.

(d) Accessibility Requirements. The Borrower shall construct the Development to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards ("**UFAS**"). In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of four (4) Units, representing five percent (5%) of the Units in the Development, shall be constructed to be readily accessible and usable by households with a mobility impaired member and a minimum of two (2) Units, representing two percent (2%) of the Units in the Development) shall be constructed and to be readily accessible and usable by households with a hearing or visually impaired member. All Units in the Development shall also be built to comply with the Uniform Federal Accessibility Standards under 49 C.F.R. 31528.

Section 3.6 Equal Opportunity.

(a) During the construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity, marital status, familial status, disability, national origin or ancestry, or source of income, in the hiring, firing, promoting or demoting of any person engaged in the construction work.

(b) In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. A faith-based organization that is a recipient or subrecipient of HOME funds is eligible to use such funds as provided under the federal regulations without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities,

including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(c) Nothing in this Section prohibits the Borrower from requiring HOME-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 3.7 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Ventura County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Borrower and available to the City as requested.

Section 3.8 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Development will take place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City and may not be relied upon by Borrower or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Development. To ensure compliance with all applicable labor code requirements, Borrower shall hire a labor compliance monitor.

Section 3.9 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the City or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section or obtain a surety bond, then in addition to any other right or remedy, the City may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the City may require Borrower to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or Notice of Completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the City, but the City has no obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development.

Section 3.10 Inspections.

(a) The Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Development by the City and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the City to enter an occupied unit in the Development without notice to the tenant thereof, which the Borrower shall deliver on behalf of the City, and permission from such tenant to the extent such permission is required by law. Such inspections do not relieve the Borrower, or its contractors, from any applicable requirement to obtain other City inspections in connection with the construction of the Improvements.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Borrower. If the City determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Borrower has the obligation to correct such deficiencies immediately, in accordance with 24 C.F.R. 92.251. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Borrower shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. In addition, the Borrower acknowledges that the City may re-inspect the Development to verify all deficiencies have been corrected or rely on third party documentation submitted by the Borrower for non-hazardous deficiencies in conformance with 24 C.F.R. 92.251(f)(5).

Section 3.11 Approved Financing Plan.

As of the date of this Agreement, the City has approved the Approved Financing Plan, and which may amended from time to time as approved by the Housing Director.

Section 3.12 Developer Fee. The City shall limit the cash Developer Fee plus any deferred Developer Fee repaid in a priority position ahead of residual receipts up to a total of $2,500,000. Any amount of Developer Fee above $2,500,000 must be contributed as general

partner equity or structured as a deferred Developer fee solely repaid out of the Borrower's share of residual receipts. The maximum Developer fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower) for development and construction management services approved by the Housing Director may be revised from time to time. Except for the Developer Fee, compensation paid under the construction contract for the Improvements, compensation paid under the management agreement for the Development, and compensation paid under the services agreement for the Development, no compensation from any source shall be received by or be payable to the Borrower, any entity Controlled by the Borrower or any general partner of Borrower in connection with the provision of development and construction management services for the construction of the Improvements.

Section 3.13 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the Completion of Construction, Borrower shall submit to the City for approval its plan for marketing the Development to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a) (the "**Marketing Plan**"). To the extent permitted by law, the Marketing Plan shall: (1) at initial lease-up with respect to the HOME-Assisted Units, provide the City with a thirty (30) calendar day priority to refer rental applicants under its Affordable Housing Interest List; and (2) on an on-going basis and to the extent permitted by law, provide first priority to people who live or work in the City to rent the HOME-Assisted Units. Except as otherwise set forth above, HOME-Assisted Units shall be rented to eligible households on a first-come, first-served basis.

(b) Upon receipt of the Marketing Plan, the City will promptly review the Marketing Plan and will approve or disapprove it within thirty (30) business days after submission. If the Marketing Plan is not approved, Borrower shall submit a revised Marketing Plan within thirty (30) business days. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City.

(c) If after five (5) months after the Completion of Construction any HOME-Assisted Unit remains unoccupied, the Borrower shall submit a detailed report of the ongoing marketing efforts, and if deemed appropriate by the City, any necessary amendments or updates to the Marketing Plan aimed at ensuring any unoccupied HOME-Assisted Unit is promptly leased. If any of the HOME-Assisted Units remain unoccupied eleven (11) months after the Completion of Construction, the Borrower shall submit a detailed report of the ongoing marketing efforts and submit to the City an update to the Marketing Plan. Failure to lease all of the HOME-Assisted Units to an eligible tenant within eighteen (18) months of Completion of Construction shall trigger the special repayment pursuant to Section 2.6(b).

ARTICLE 4.
LOAN REQUIREMENTS

Section 4.1 Per Unit Subsidy Requirement. The total amount of the Loan may not exceed the maximum per unit subsidy for HOME-Assisted Units amount established under 24 C.F.R. §92.250.

Section 4.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following Completion of Construction, Borrower shall provide to the City a financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following Completion of Construction, Borrower shall submit to the City a copy of the cost certification report prepared by the Borrower's accountant showing the sources and uses of all funds utilized for the Development Improvements.

(b) This requirement may be satisfied by providing the Final Cost Certification to the City. "**Final Cost Certification**" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that has been prepared using generally accepted accounting procedures in effect in the United States from time to time, consistently applied.

Section 4.3 Annual Operating Budget.

Sixty (60) days prior to the end of each calendar year, Borrower shall submit to Lender, for Lender's review and approval, a proposed Annual Operating Expenses, as defined in Section 1.1(d) of this Agreement, for the Project for the following calendar year. Information.

Section 4.4 Information.

Borrower shall provide any information related to the Development reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 Records.

(a) Borrower shall keep and maintain at the Development, or at the corporate offices of the Borrower's general partner, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts, and disbursements of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight (48) hours' prior written notice to Borrower. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the City to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Loan funds;

(2) Records demonstrating compliance with City and HUD property standards and lead-based paint requirements, including, as applicable, the Uniform Physical Conditions Standards established by HUD pursuant to 24 C.F.R. 5.703;

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and Uniform Grant Guidance (2 C.F.R. Part 200);

(5) Records demonstrating compliance with the Tenant Selection Plan requirements pursuant to 24 C.F.R. 92.253(d), and HOME affordability and income requirements;

(6) Records demonstrating compliance with MBE/WBE requirements;

(7) Records demonstrating compliance with 24 C.F.R. Part 75 which implements Section 3 of the Housing Development Act of 1968;

(8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(9) Records demonstrating compliance with applicable labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(10) Records demonstrating compliance with 24 C.F.R. 8.20.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.6 City Audits.

Each year, Borrower shall provide the City with a copy of Borrower's annual audit, which shall include information on all of Borrower's activities (if any) and not just those pertaining to the Development. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Borrower's books, records, and accounts pertaining thereto and the Borrower and the Borrower's general partners shall submit all other financial information pertaining to the Development as is reasonably requested by the City or determined by the City as necessary for compliance with the requirements of 24 C.F.R. 504(d). Borrower shall also follow audit requirements of the Single Audit Act and Uniform Grant Guidance (UGG) 2 C.F.R. Part 200. Such

audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit by the City, the City shall deliver a copy of the results of such audit to Borrower.

Section 4.7 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Loan funds as set forth in 24 C.F.R. Part 92, including the requirements of the Regulatory Agreement during the HOME Reporting Term. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Reporting Term, these requirements are federal requirements, implemented by the City.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(1) Eligible Project Costs. Restrictions on funding only eligible Project costs as defined under 24 C.F.R. 92.206 (subject to Section 2.3 above).

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50 and 24 C.F.R. Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning gender identity.

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35 and 24 C.F.R. 92.355.

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of

the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. If and to the extent applicable, Borrower shall prepare and submit a relocation plan to the City for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the City), and hold harmless the City against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Uniform Federal Accessibility Standards (24 C.F.R. 8.20, et seq. 8.51) and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(9) Uniform Administrative Requirements. The provisions of 2 C.F.R. 200 regarding Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.

(10) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) and implementing Regulations at 24 C.F.R. 75 ("**Section 3**").

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701(u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. 135 *et seq*., which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

(i) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the Project, and (ii) participants in YouthBuild programs; and

(ii) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(D) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(E) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 135 *et seq*., and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. 135 *et seq*. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. 135 *et seq*.

(F) The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. 135 *et seq*. require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. 135 *et seq*.

(G) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (C) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(H) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the City to comply with the reporting requirements of 24 C.F.R. 75.25.

(I) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(J) Noncompliance with HUD's regulations in 24 C.F.R. 135 *et seq*. may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(11) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(12) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(13) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(14) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the City. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(15) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "**Flood Act**"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(16) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(17) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

(18) Physical Needs Assessment. To the extent required by then-current HOME Regulations, during the HOME Reporting Term, the Borrower shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that the Construction of the Development is completed. The Borrower shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the City with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Borrower.

(19) VAWA Requirements. The requirements of the Violence Against Women Act at 24 C.F.R. part 5, subpart L. The owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.

(20) BABA Requirements. The Borrower shall comply with all provisions of the Build America, Buy America Act (BABA), as set forth in Division G, Title IX, Subtitle A, Sections 70901–70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), to the extent applicable to the Development, including but not limited to, ensuring that the construction materials used in the project are produced in the United States. This includes all iron, steel, and manufactured products, and construction materials unless an exception is authorized under the law. City and Borrower understand that BABA will apply to park portion of the Development only as the park portion and housing portion of the Development will be under separate construction contracts.

Section 4.8 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("**Hazardous Materials Law**"); (2) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (3) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower, provided that no such payment of attorney's fees will be required if the Hazardous Materials Claims arise as a result of the activities of the City. Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

(d) Without the City's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims.

Section 4.9 Maintenance and Damage.

The Borrower hereby agrees that, prior to completion of the Improvements, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards, and that, once the Improvements are completed, the Development shall be well maintained by the Borrower as to both external and internal appearance of the Improvements, the common areas, and the open spaces. The Borrower shall maintain the Development in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements.

Section 4.10 Fees and Taxes.

The Borrower shall apply for and shall thereafter use good faith efforts to obtain an exemption from local property taxes pursuant to Section 214(g) of the California Revenue and Taxation Code. The Borrower shall pay all unabated real property taxes on the Development, personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Borrower's fee interest in the Property; provided, however, that the Borrower shall have the right to contest in good faith any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge against it, the Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.11 Operation of Development as Affordable Housing.

(a) Promptly after Completion of Construction and for the HOME Reporting Term, Borrower shall operate the Development as an affordable housing development consistent with: (1) HUD's requirements for use of the HOME Funds; (2) the Regulatory Agreement; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City HOME Loan.

(b) Before leasing any HOME-Assisted Unit in the Development, Borrower shall submit its proposed form of lease agreement for the City's review and approval. The lease must not contain any provision which is prohibited by 24 C.F.R. 92.253(b) and any modifications thereto. The initial term of the lease for any HOME-Assisted Unit in the Development will be for no less than one (1) year, except by mutual agreement between Borrower and the Tenant. Any Borrower termination of a lease agreement for any HOME-Assisted Unit in the Development or refusal to renew must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(c) Before leasing any HOME-Assisted Unit in the Development, Borrower shall provide the City, for its review and approval, with Borrower's written tenant selection plan (the "**Tenant Selection Plan**"), which plan shall be in compliance with the requirements of 24 C.F.R. 92.253(d), and the Marketing Plan.

(d) Borrower shall evaluate the income eligibility of each Tenant household in a HOME-Assisted Unit within sixty (60) days before the household's expected occupancy of one of the HOME-Assisted Units. For all HOME-Assisted Units, Borrower shall certify or cause the property manager to certify each tenant household's income on an annual basis.

(e) Borrower shall maintain all documents setting forth the household income of each household occupying a HOME-Assisted Unit, and the total amount for rent, utilities, and related services charged to each household occupying a HOME-Assisted Unit, as prescribed by the Regulatory Agreement and all other recorded regulatory restrictions.

Section 4.12 Nondiscrimination.

Borrower herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Borrower shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The foregoing covenant will run with the land.

Section 4.13 Transfer.

(a) Definition. For purposes of this Agreement, "**Transfer**" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Regulatory Agreement, and the leasing of any unrestricted units. The Housing Director is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Borrower represents and agrees that the Borrower shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(1) The limitations on Transfers set forth in this Section shall apply throughout the HOME Loan Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Borrower knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following permitted Transfers shall be permitted and are hereby approved by the City (each a "**Permitted Transfer**"):

(1) Any Transfer related to any loan or grant listed in the Approved Financing Plan.

(2) Any Transfer directly resulting from the foreclosure of a lien of loan set forth in the Approved Financing Plan or the granting of a deed in lieu of foreclosure of a lien of a loan set forth in the Approved Financing Plan.

(3) Any Transfer of stock or equity in any party that does not change management or operational Control of the Borrower, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

(4) The lease of residential units in the Development consistent with this Agreement and the Regulatory Agreement.

(5) The granting of easements for the development of the Improvements.

(6) The admission of the Investor Limited Partner as a limited partner of the Borrower for the purposes of syndicating the low income housing tax credits to obtain the tax credit equity, and the transfer and sale of limited partnership interests in Borrower while the Borrower is in the form of a limited partnership.

(7) In the event that any general partner of the Borrower, while the Borrower is in the form of a limited partnership, is removed by the Investor Limited Partner for cause following default under the Partnership Agreement, the Transfer of any general partner interest to a 501(c)(3) tax exempt nonprofit corporation or Affiliate selected by the Investor Limited Partner and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.

(8) The grant and exercise of a right of first refusal in connection with the tax credit syndication of the Property.

(9) The Transfer of the Development from Borrower, while the Borrower is in the form of a limited partnership, to one or more of the general partners of

the Borrower or their Affiliates at the end of the tax credit compliance period for the Development.

(10) Any dilution of a general partner's interest in the Borrower while the Borrower is in the form of a limited partnership, in accordance with the Borrower's Partnership Agreement.

Section 4.14 Insurance Requirements.

Borrower shall maintain the insurance coverage as specified in Exhibit C throughout the HOME Loan Term.

Section 4.15 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 4.16 Affordability and Project Monitoring.

(a) Throughout the HOME Reporting Term, the Borrower shall comply with all applicable record keeping and monitoring requirements set forth in (24 C.F.R. Section 92.508) of the HOME Regulations and shall annually complete and submit to the City income and rent certifications for the HOME-Assisted Units in a format reasonable acceptable to the City, which acceptable format shall include the report of such information delivered to HCD or TCAC. The City shall charge Borrower an annual monitoring fee in the initial amount of $115 per HOME-Assisted Unit, and increased annually by 3%, to conduct on-site Project monitoring.

(b) Representatives of the City (and HUD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development with respect to the HOME-Assisted Units, and to conduct an independent audit of such records. The Borrower agrees to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Borrower's consent to such an inspection, the Borrower understands and agrees that the City may obtain, at the Borrower's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Borrower agrees to maintain records in a business-like manner and to make such records available to the City upon forty-eight (48) hours' notice at reasonable times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the expiration of the HOME Reporting Term.

(c) Throughout the HOME Loan Term, the Borrower grants the City inspection rights as set forth in Section 3.10 above, and throughout the HOME Reporting Term, Borrower shall make best efforts to allow the City to comply with all applicable physical monitoring requirements set forth in the HOME Regulations.

ARTICLE 5.
DEFAULT AND REMEDIES

Section 5.1 Events of Default.

(a) Subject to Section 6.14, each of the following constitutes an "**Event of Default**" by Borrower under this Agreement:

(1) Failure to Construct. Failure of Borrower to obtain permits, commence, and prosecute to completion, construction of the Development within the times set forth in the Schedule of Performance, subject to extensions for reasons of force majeure under Section 6.14.

(2) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days of when such payment is due pursuant to the Loan Documents.

(3) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(4) Failure to Comply with the Marketing Plan. Failure to comply with the Marketing Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(5) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and Borrower fails to cure such default within forty-five (45) days after receipt of written notice thereof from the City to Borrower, if Borrower is incapable of curing a default within such forty-five (45) day period, the City will give the Borrower one hundred twenty (120) days to cure such default provided Borrower has commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(6) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(7) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Borrower to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(8) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(9) Suspension; Termination. Borrower or its general partner shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Borrower shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California.

(10) Unauthorized Transfer. Any Transfer other than as permitted pursuant other than a permitted under this Agreement.

(11) Failure to Timely Lease. Failure of Borrower to lease all of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction unless Borrower makes the repayment required under Section 2.6(b) above.

(12) Applicability to General Partners. The occurrence of any of the events set forth in subsection (7), subsection (8), or subsection (9) in relation to any of the Borrower's general partners.

Section 5.2 Remedies.

(a) Upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the City: (1) is relieved of any obligation to make or continue the Loan; and (2) has the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(1) Acceleration of Note. The City may cause all indebtedness of Borrower to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(2) Specific Performance. The City has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(3) Termination. The City has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

(4) Right to Cure at Borrower's Expense. The City shall have the right to cure any monetary default by the Borrower under a loan in connection with the Development. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by the Borrower upon demand therefor, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law (the "**Default Rate**") from the date of expenditure until the date of reimbursement.

Section 5.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 5.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement, or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise

any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 5.5 Limited Partner Cure Rights.

In addition to the provisions of Section 6.19 below, the City agrees to provide any Investor Limited Partner of Borrower who has requested written notice from the City, a duplicate copy of all notices of default that the City may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address provided to the City, provided, the City shall have no liability to the Investor Limited Partner for its failure to do so. The Investor Limited Partner shall have the right, but not the obligation, to cure any Event of Default of Borrower set forth in such notice, during any applicable cure period described in the Loan Documents, and the City will accept tender of such cure as if delivered by Borrower. If the Investor Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Investor Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Investor Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Investor Limited Partner of written notice of the default.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 6.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any

work or services with respect to the lease of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 6.3 Indemnification.

The Borrower agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless the City and its authorized elected officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. The Borrower's indemnification obligation does not apply to the City's gross negligence or willful misconduct. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower. The provisions of this Section will survive the expiration of the HOME Loan Term and the reconveyance of the Deed of Trust.

Section 6.4 Non-Liability of City Officials, Employees and Agents.

No council member, official, employee or agent of the City is personally liable to Borrower in the event of any default or breach by the City or for any amount that may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 6.5 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

Section 6.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 6.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement 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 financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 6.6(a) is followed.

(b) The conflict-of-interest provisions of Section 6.6(a) above applies to any person who is an employee, agent, consultant, officer of the City, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a

director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict-of-interest provisions set forth in 24 C.F.R. 92.356.

Section 6.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City of Oxnard

Housing Department
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

With copy to:

City of Oxnard
Office of the City Attorney
305 West Third Street
Oxnard, CA 93030
Attn: City Attorney

BORROWER:

Aspire Apartments LP
1259 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Attn: CEO and President

With copy to:

Goldfarb & Lipman LLP
1300 Clay Street
Eleventh Floor
Oakland, CA 94612
Attn: Lynn Hutchins

To Borrower's lenders and investors as requested in writing by Borrower [alternatively can provide after selected]

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section.

Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 6.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The Housing Director is authorized to execute on behalf of the City amendments to the Loan Documents or amended and restated Loan Documents as long as any material change in the amount or terms of this Agreement is approved by the City Council.

Section 6.9 Action by City.

Except as may be otherwise specifically provided in this Agreement or another Loan Document, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement or another Loan Document, such action may be given, made, or taken by the Housing Director, or by any person who shall have been designated in writing to the Borrower by the City, without further approval by the City Council. The City also authorizes the Housing Director or his or her designee to execute the other Loan Documents, estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents and subordination agreements substantially consistent with the terms of Section 2.8 above. Any such action shall be in writing. The Borrower acknowledges that nothing in this Agreement (including any approval by the Housing Director in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property; (ii) the City's issuance of a building permit; or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

Section 6.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought in and venue shall be in Ventura County, California.

Section 6.11 Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no Transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 6.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 6.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; pandemics and epidemics; quarantine restrictions; freight embargoes; supply chain delays; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Borrower's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental City or entity (other than the acts or failure to act of the City); or any other causes (other than the Borrower's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Borrower. In no event shall the cumulative delays during the HOME Loan Term of this Agreement exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing. As allowed under Section 6.9 of this Agreement, the Housing Director at the Housing Director's reasonable discretion may extend the cumulative delay limit without need for additional City Council approval.

Section 6.15 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 6.17 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

Section 6.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.19 Limited Partner Rights.

The City agrees to the following provisions for the benefit of the Borrower's Investor Limited Partner:

(a) The City will give the Investor Limited Partner a copy of any written notice that the City gives to Borrower under this Agreement and the other Loan Documents;

(b) The City will give the Investor Limited Partner ten (10) days after their receipt of such notice to cure a non-payment of any sum due under the Loan Documents;

(c) The City will give the Investor Limited Partner thirty (30) days after the Investor Limited Partner's receipt of such notice to cure any other default under this Agreement and other Loan Documents;

(d) If a default is incapable of being cured within thirty (30) days, the City will give the Investor Limited Partner sixty (60) days to cure such default provided the Investor Limited Partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period;

(e) If the Investor Limited Partner makes any such payment or otherwise cures such default, the City will accept such action as curing such Default as if such payment or cure were made by Borrower;

(f) The City will permit insurance and condemnation proceeds to be used to rebuild the Development provided that: (1) sufficient funds are provided from other sources to effectively rebuild the Development to a lawful multifamily housing complex, and (2) the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

(Signatures appear on following pages)

IN WITNESS WHEREOF, City and Borrower have caused this Agreement to be executed by their respective duly authorized officers.

BORROWER:

Aspire Apartments LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole member and manager and member

By: _____ _____
Rick Schroeder, Date
President and Chief Executive Officer

[***Signature Page Continues***]

CITY:

CITY OF OXNARD

By: _____ _____
Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

By: _____ _____
Stephen M. Fischer Date
City Attorney

APPROVED AS TO INSURANCE:

By: _____ _____
Lauren Bueling Date
Risk Manager

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

EXHIBIT B

SCHEDULE OF PERFORMANCE

Milestone	**Date**
Obtain approval of Major Downtown Design Review Permit (DDRP), Density Bonus Permit (Density Bonus Permit), and Lot Merger to allow for the construction of a 5-story, 88-unit mixed-use apartment building, located at 536-538 Meta Street (APNs: 201-0-213-080; 090; & 100)	Complete
Obtain NEPA and CEQA Environmental Clearance	Complete
Receive City HOME Funding Commitment.	2nd Quarter 2026
Insurance. Borrower shall furnish or cause to be furnished appropriate certificates of insurance and/or endorsements to City which meet all requirements of the Agreement.	3rd Quarter 2026 As a condition precedent to the close of escrow and execution of City HOME Loan Documents.
Submittal of Agreement. Borrower shall execute and submit the HOME Loan Agreement Loan Documents to City's Housing Director for approval and execution.	3rd Quarter of 2026 At least Ten (10) days prior to close of escrow.
Deposit of Documents to Escrow. City and Borrower shall deliver HOME Loan Regulatory Agreement and City HOME Loan Deed of Trust for recordation, for recordation in this order.	3rd Quarter of 2026 Not fewer than one (1) calendar day prior to close of Escrow.
City Form Submission. Borrower shall submit Rental Set Up and Completion Form to City Staff prior to close of construction financing.	2nd Quarter 2026 Prior to close of construction financing.

City Approval/Disapproval of Exceptions. City shall provide Developer with written notification of City's approval or disapproval of the exception(s) set forth in the preliminary report for the Properties.	2nd Quarter 2026 As a condition precedent to the close of escrow
Close of Escrow and Construction Financing. (All aforementioned milestones must occur prior to close of construction financing).	3rd Quarter 2026 Within five (5) days of notification by City to Escrow Holder that all Conditions Precedent are satisfied and/or waived
Begin Construction	Within 60 days of close of construction financing.
Quarterly Accomplishment Report. Submit Report on Construction Progress by Borrower.	Quarterly following commencement of construction.
Construction Completion	2nd Quarter of 2028
Rental Set Up and Completion Form. Submit this form to City Staff after Issuance of a Certificate of Occupancy.	2nd Quarter of 2028
Lease Up. All HOME-Assisted Units Leased and Occupied by Eligible Tenants.	Within 5 months of issuance of a certificate of occupancy or up to 18 months with City Approval

For the purposes of this Schedule of Performance, the commencement date is the Effective Date of the HOME Loan Agreement. The 1st quarter refers to the period of January through March, the 2nd quarter refers to the period of April through June, the 3rd quarter refers to the period of July through September, the 4th quarter refers to the period of October through December. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between Borrower and the Housing Director, and Housing Director is authorized on behalf of City to agree to make such revisions as they deem reasonably necessary. The Housing Director, in their sole discretion, may elect to bring to the City Council for consideration and action any modifications to this Schedule of Performance. It is understood that the Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in the Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any inconsistency between the Schedule of Performance and the text of the Agreement, the text shall govern. In the event the Housing Director deems it necessary to bring to City Council for consideration one or more modifications to this Schedule of Performance, the discretion to do so is expressly reserved by the Housing Director.

EXHIBIT C

INSURANCE REQUIREMENTS

Exhibit INS-C

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

1. Borrower 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 Borrower, 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 Borrower 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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. Borrower shall, prior to disbursement of the Loan, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Borrower 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. Borrower 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 Borrower; products and completed operations of Borrower; premises owned, occupied or used by Borrower; or automobiles owned, leased, hired or borrowed by Borrower. 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-E 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 Borrower shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Borrower shall also be applicable to Borrower's subcontractors. Borrower 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 sample accord form.

INS-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/21 INS-E.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

DISBURSEMENT SCHEDULE

DISBURSEMENT SCHEDULE

Percentage of Project Completion	Percentage of Funds Disbursed	Maximum Disbursement Amount
30%	**30%**	**$300,000**
60%	**30%**	**$300,000**
90%	**30%**	**$300,000**
100%	**10%**	**$100,000**
Total	**100%**	**$1,000,000**

Final $ 100,000 disbursement to occur after issuance of certificate of occupancy and project is 100% occupied.

Eligible Loan Costs: HOME Eligible Hard and Soft Construction Costs

EXHIBIT E

EXPENDITURE SUMMARY PAYMENT REQUEST (ESPR) FORM

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Organization:		**Invoice/Request #**	
Project:		**Date Submitted**	
Address:		**Check one:**	HOME ☐ HOME-ARP ☐ CDBG ☐
Contact Person:		**Agreement #**	
Phone:		**Month**	
Email:		**Draw #:**	
		Check one:	
		☐	Quarter 1 (July - Sept)
SUBMIT COMPLETED FORM TO:	David Metchis	☐	Quarter 2 (Oct. - Dec.)
Phone: 805-385-7932	Email: david.metchis@oxnard.org	☐	Quarter 3 (Jan. - March)
		☐	Quarter 4 (April - June)

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL LOAN BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD
Cat. 1 Construction Costs			$ -	
	TOTAL	$ -	$ -	$ -

☐ Check this box if this is the final payment. Any balances will be rescinded and returned to the City.

Certification

I certify to the best of my knowledge and belief that this report is true and complete, and accurate, and the expenditures, 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 omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, claims or otherwise. (U.S. Code Title 18. Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Manager / Fiscal Officer

Name	Title
Signature	Date

EXHIBIT F

RENTAL SET-UP AND COMPLETION FORM

Rental Set Up and Completion Form
HOME Program (For single and multi-address activities)

Check the appropriate box:		Name and Phone Number of Person Completing Form:
☐ Original Submission	☐ Change Owner's Address	
☐ Ownership Transfer	☐ Revision	

Set Up Activity:

A. General Information.

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:

B. CHDO Questions.

1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CC)? (Y/N): (If Yes, STOP. DO NOT FILL OUT THIS FORM.)	2. Will the activity be funded with CR (Y/N)? _____ If yes, CHDO Acting As: (enter code) _____ (1) Owner (2) Sponsor (3) Developer
3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? _____ (If Y, answer Item 4.)	4. Is the activity going forward? (Y/N) (If Y, fill out the rest of the form. If N, only the cost information is needed.)

C. Objective and Outcome.

1. Objective (enter code): _____	2. Outcome (enter code): _____
(1) Create suitable living environments	(1) Availability/accessibility
(2) Provide decent affordable housing	(2) Affordability
(3) Create economic opportunities	(3) Sustainability

D. Special Characteristics.

1. Activity Location Type "Y" next to any that apply:		2. Will this activity be carried out by a faith-based organization (Y/N)?
(1)____CDBG Strategy Area	(5) ____Brownfield redevelopment area	
(2)____Local target area	(6) ____Conversion of nonresidential to residential use	
(3)____Presidentially declared major disaster area		
(4)____Historic preservation area	(7) ____Colonia (For AZ, CA, NM, TX)	

E. Activity Information.

1. Activity Type (check one):		2. Property Street Address:			
(1) Rehab Only	(4) Acquisition & Rehab				
(2) New Construction Only	(5) Acquisition & New Construction				
(3) Acquisition Only					
3. City:	4. State:	5. Zip Code:	6. County Code:	Activity Estimates: 7. HOME Units:	8. HOME Cost:
9. Multi-Address (Y/N)?					

F. Property Owner or Developer Information. (Only applicable if this is a multi-address activity)

1. Property Owner or Developer Type (enter code):	2. Property Owner or Developer's Name:		
(1) Individual (4) Not-for-Profit			
(2) Partnership (5) Publicly Owned	3. Street Address:		
(3) Corporation (9) Other	4. City:	5. State:	6. Zip Code:

G. Activity Information. (If this is a multi-address activity, make copies of this form so that cost and beneficiary information is reported for each building (Sections H, I, J , K, and L.))

1. Activity Type (enter code):	2. Property Type (enter code):	3. FHA Insured (Y/N) ?
(1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only	(1) Condominium (4) Apartment (2) Cooperative (5) Other (3) SRO	

4. Mixed Use (Y/N) ?	5. Mixed Income (Y/N) ?	6. Completed Units: Total Number: HOME-assisted Units:

H. Property Address. (For multi address activities)

1. Building Name:	2. Property Street Address:	3. City:	4. State:	5. Zip Code:	6: County code:

I. Units

1. Of the Units Completed, the number:	Total	HOME-assisted
Meeting Energy Star standards:		
504-accessible:		
Designated for persons with HIV/AIDS:		
Of those, the number for chronically homeless:		
Designated for the homeless:		
Of those, the number for the chronically homeless:		

J. Period of Affordability. If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability.
PJ-imposed period of affordability: _____ years

K. Costs.

1. *HOME Funds (Including Program Income)*		
(1) Amortized Loan	$	
(2) Grant	$	
(3) Deferred Payment Loan	$	
(4) Other	$	
(5) CHDO Loan	$	
Total HOME Funds		$
2. *Public Funds*		
(1) Other Federal Funds	$	
(2) State/Local Funds	$	
(3) Tax Exempt Bond Proceeds	$	
Total Public Funds		$
3. *Private Funds*		
(1) Private Loans	$	
(2) Owner Cash Contribution	$	
(3) Private Grants	$	
Total Private Funds		$
4. *Low-Income Housing Tax Credit Proceeds*		$
5. Activity Total or Total This Address		$

L. Household Characteristics. **(Use codes indicated below)**

Unit #	# of Bdrms	Occupant	Total Monthly Rent	Household					Assistance Type
				% Med	Hispanic? Y/N	Race	Size	Type	

# of Bdrms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Occupant
1 – Tenant
2 – Owner
9 – Vacant Unit

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Assistance Type
1 – Section 8
2 – HOME TBRA
3 – Other federal, state, or local assistance
4 – no assistance

EXHIBIT G

QUARTERLY ACCOMPLISHMENT REPORT

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

Subrecipients of City of Oxnard HOME or HOME-ARP funds are required to complete this Quarterly Performance Report, in its entirety, 15 days after the end of each quarter. Indicate by checking the appropriate box below, which quarter you are reporting on.

Current Submission	Period	Due Date
☐	Quarter 1 (July 1, 2025 – September 30, 2025)	October 15, 2025
☐	Quarter 2 (October 1, 2025 – December 31, 2025)	January 15, 2026
☐	Quarter 3 (January 1, 2026 – March 31, 2026)	April 15, 2026
☐	Quarter 4 (April 1, 2026 – June 30, 2026)	July 15, 2026

GENERAL PROJECT INFORMATION

Project Information	
Developer	
Project Name	
HOME / HOME-ARP Allocation	$
Contact Person / Title	
Address	
City, State, Zip	
Phone / Fax	
Email Address	
UEI Number	
Project Location	

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

QUARTERLY UPDATE NARRATIVE

Briefly describe the accomplishments of this activity during the quarter. If your organization will not meet its accomplishment targets, construction goals, etc., as identified in Executed Agreement with the City of Oxnard, explain why and note any steps taken to remedy the situation.

CONTRACTOR INFORMATION

Please provide all contractor and subcontractor information below.

Contractor / Subcontractor	Address	City	Phone	Unique Entity Identifier Number	Contract Amount
					$
					$
					$
					$
					$
					$

CITY OF OXNARD
QUARTERLY ACCOMPLISHMENT REPORT
HOME & HOME-ARP PROJECTS

REPORT SUBMISSION AND REVIEW CERTIFICATION

Developer / Subrecipient

As the authorized representative for the organization identified above, I certify that the reported information is true and accurate, and that source documentation, is available for review by the City of Oxnard and the U.S. Department of Housing and Urban Development with advanced notice.

Name/Title:	_____	**Submittal Date:**	_____
Signature:	_____	**Phone Number:**	_____

Please email your Quarterly Accomplishment Report to:

David Metchis, Program Manager
City of Oxnard / Housing Department
david.metchis@oxnard.org

CITY HOME LOAN
PROMISSORY NOTE

HOME LOAN PROMISSORY NOTE
ASPIRE APARTMENTS LP

Oxnard, California

$1,000,000 April __, 2026

FOR VALUE RECEIVED, Aspire Apartments LP, a California limited partnership ("**Borrower**"), whose address is 1259 E. Thousand Oaks Blvd., Thousand Oaks, CA 91362, hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("**Lender**"), whose address is 435 South D Street, Oxnard, California 93030, the principal amount equal to One Million Dollars ($1,000,000), or so much thereof as may be advanced by Lender to Borrower, together with interest thereon, as set forth below.

1. **PURPOSE.** In order to assist Borrower in developing eighty-seven (87) units of affordable housing and one (1) unrestricted manager's unit located at 536-538 Meta Street, Oxnard, California 93030 ("**Project**"), Lender has agreed to loan the amount of One Million Dollars ($1,000,000) which are derived from funds received by the Lender from the United States Department of Housing and Urban Development through the HOME Investment Partnerships Program.

2. **BORROWER'S OBLIGATION.** This promissory note ("**Note**") evidences Borrower's obligation to pay Lender the principal amount of One Million Dollars ($1,000,000) ("City HOME Loan") for the HOME Funds loaned to Borrower by Lender for the specific uses designated in the HOME Loan Agreement between Borrower and Lender dated _____, 2026 ("**Loan Agreement**").

3. **INTEREST.** Subject to Section 4, this Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the Loan Agreement and Note. Interest is not compounding.

4. **DEFAULT INTEREST.** In the Event of Default by Borrower of any of its obligations under this Note or the Loan Documents, Borrower shall pay to Lender interest on the outstanding principal of this Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the Event of Default until the date that the Event of Default is cured or the Loan is repaid in full. The default interest shall be paid monthly and is due to the City on the fifth day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and interest of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project, or (b) the date the Property is sold or otherwise transferred, except, if Borrower is a limited partnership and the affordability covenants are maintained for the duration of the original City affordability period, for a transfer to the general partner(s) of the Borrower or, a Lender approved affiliate thereof, or except for Permitted Transfers as set forth in the Loan Agreement, or (c) Borrower has failed to commence construction as set forth in Section 3.3 of the Loan Agreement, or (d) an event of default by Borrower, as defined in Section 5.1 of the Loan Agreement, which has not been cured as provided for in Section 5.2 of the Loan Agreement. Annual loan payments on the Loan shall be made in accordance with Section 7 hereof. In the event of default by Borrower, as defined in Section 5.1 of the Loan Agreement, which has not been cured as provided for in Section 5.2 of the Loan Agreement, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of

this Note. See also Section 5.2 Lender's Remedies in the Loan Agreement. In any event, the principal and all current and accrued interest shall be due and payable no later than 55 years from the date of recordation of the notice of completion issued for the Project.

6. **DEFINITIONS.** Unless otherwise defined, all capitalized terms in this Note shall have the definition ascribed to such terms in the Loan Agreement.

7. **PAYMENTS**. All accrued interest and principal shall be due and payable in accordance with the terms set forth in Section 5. Commencing on July 1st of the first year after the City's issuance of a Certificate of Completion for the Project and on July 1st of each year thereafter through the Loan Agreement term, Borrower shall make a Loan payment in the following amount: (i) while AHSC AHD Loan and City HOME-ARP Loan are made and outstanding, no payment shall be made on the City HOME Loan; (ii) while the AHSC AHD Loan is made and outstanding but the City HOME-ARP Loan has not been made or has been fully repaid, then in an amount equal to ten and thirty-six hundredths percent (10.36%) of the Lenders' Share of Residual Receipts (50.00%) for the previous calendar year; and (iii) if the AHSC AHD Loan or the City HOME-ARP Loan has not made or at such time as the AHSC AHD Loan and the City HOME-ARP Loan have been fully satisfied, then the Lenders' Share of Residual Receipts (collectively referred to herein as an "**Annual Payment**"). Notwithstanding anything herein to the contrary, in allocation of the pay down of the City HOME Loan and the loans from the City made concurrently herewith under the HOME-ARP Program and the Community Development Block Grant Program, the priority of repayment shall be first repayment in full of the City HOME-ARP Loan, then repayment in full of the City HOME Loan, and thereafter repayment in full of the City CDBG Loan. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved.

In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event, that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event, that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan.

8. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective Payment Dates thereof shall be legal tender for the payment of public and private debts.

9. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the principal and all current and accrued interest, shall, at the option of Lender, be immediately due and payable upon any event of default as defined in the Loan Agreement which has not been cured pursuant to that Loan Agreement, including without limitation the

failure of Borrower to make any payment when due. Upon any event of default, Lender may exercise any other right or remedy permitted under this Note and the Loan Documents. Notwithstanding anything to the contrary contained in the Loan Documents, Lender hereby agrees that any cure of any event of default made or tendered by Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

10. **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amounts prior to the end of the term described herein. However, prepayment of the Loan during the term of the Regulatory Agreement shall require Lender approval and shall not affect Borrower's obligations under the Regulatory Agreement.

11. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

12. **WAIVERS.** All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

13. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to Borrower at the principal office of Borrower set forth below, or at such other place or places as Borrower shall designate in writing, from time to time, for the receipt of communications from Lender. Copies of all notices which are sent to Borrower under the terms of the Loan Documents shall also be sent to Borrower's limited Partner at the address below.

BORROWER:	Aspire Apartments LP 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362 Attn: CEO and President
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
With copy to:	Borrower's lenders and investor upon written request from Borrower [alternatively can provide upon selection of lender/investor]

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Borrower and Lender.

16. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

17. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. **TIME.** Time is of the essence in this Note.

19. **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Borrower's obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing and shall be made only if executed by both Borrower and Lender.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (ii) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (i) Borrower's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Borrower's indemnification obligations under the Loan Agreement; and (vi) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

22. **LOAN AGREEMENT CONTROLS.** In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

(signature appears on following page)

BORROWER:

ASPIRE APARTMENTS LP,
a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,

Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,

Its: Sole Member and Manager

By: _____
Rick Schroeder
President and Chief Executive Officer

CITY HOME LOAN
REGULATORY AGREEMENT AND DECLARATION OFRESTRICTIVE COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California Government Code Section 27383

APN: 201-0-213-080, 201-0-213-090, and 201-0-213-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY HOME LOAN REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This City HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is made as of this __ day of _____, 2026, by and between the City of Oxnard, a municipal corporation (the "**Lender**"), and Aspire Apartments LP, a California limited partnership (the "**Owner**").

RECITALS

A. The Owner owns a parcel of real property located 536 – 538 Meta Street, Oxnard, California 93030, as more particularly described in Exhibit A (the "**Property**") upon which the Owner intends to construct eighty-eight (88) units of affordable housing, inclusive of one (1) manager's unit (the "**Project"**).

B. The Lender has received HOME Investment Partnerships Program funds ("**HOME Funds**") from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low-income persons and families.

C. Owner has received a loan from Lender in the amount of One Million Dollars ($1,000,000) in HOME Funds to provide financing for construction of the Project (the "**City HOME Loan**").

D. Due to the loan assistance provided to Owner., the City has designated five (5) units as HOME assisted units (each such unit a "**HOME-Assisted Unit**"), which Units are fixed Units as defined in 24 C.F.R. 92.252(j). The HOME-Assisted Units are required to include five (5) one-bedroom Units. One two-bedroom unit, separate from the HOME-Assisted Units, shall be the manager's unit.

E. As further consideration for this funding and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is

to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned funding, the Owner and the Lender hereby agree as follows:

1. DEFINITIONS

All initially capitalized terms in this Agreement shall have the definitions ascribed to such terms in the City HOME Loan Agreement. Some of the following terms are defined in the City HOME Loan Agreement and repeated here for convenience of reference. Where such terms are not defined in the City HOME Loan Agreement, the following terms have the meanings and content set forth in this section wherever used in this Agreement or attached exhibits.

1.1 "**ANNUAL INCOME**" means the definition of Annual Income as more particularly defined at 24 CFR 5.609.

1.2 **"AREA MEDIAN INCOME"** means the area median income for Ventura County Metropolitan Statistical Area as determined from time to time by HUD and published by HCD, adjusted for family size.

1.3 This section intentionally left blank.

1.4 **"CITY HOME LOAN"** means the loan of HOME Funds in the amount of One Million Dollars ($1,000,000) made by the Lender to the Owner to finance certain development costs of the Project pursuant to the City HOME Loan Agreement and the City HOME Loan Note.

1.5 **"CITY HOME LOAN AGREEMENT"** is the loan agreement executed by and between the Owner and the Lender, setting forth the terms and conditions governing the City HOME Loan.

1.6 **"CITY HOME LOAN DEED OF TRUST"** means that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the City HOME Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.7 **"CITY HOME LOAN DOCUMENTS"** are collectively the City HOME Loan Agreement, the City HOME Loan Note evidencing the City HOME Loan, the City HOME Loan Deed of Trust securing the City HOME Loan Note, and this Agreement as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.8 **"CITY HOME LOAN NOTE"** means the promissory note executed by the Owner in favor of the Lender in the amount of One Million Dollars ($1,000,000) evidencing the City HOME Loan, which is secured by the City HOME Loan Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note.

1.9 **"HOME-ASSISTED UNIT"** means any of the five (5) Units on the Property designated by the Owner as "fixed" HOME units with restricted occupancy and rents pursuant to and subject to the requirements of this Agreement. A "fixed" unit must have the HOME-assisted designation, must be occupied by HOME income-eligible tenants, and must be at least comparable in terms of size, features and number of bedrooms to the units originally designated at initial occupancy, although the specific unit(s) so designated may vary with availability. A unit shall not be considered a HOME-Assisted Unit until the Unit has been constructed and made available for occupancy. Five (4) HOME-Assisted Units will be designated as as "Low HOME Units" rented in accordance with the limits set forth in 24 C.F.R. § 92.252(a).

1.10 "**HOME PROGRAM**" means the HOME Investment Partnerships Program.

1.11 **"LENDER"** is the City of Oxnard, a municipal corporation, and its authorized representatives, officers, officials, directors, employees, and agents.

1.12 This section intentionally left blank.

1.13 **"LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2.

1.14 **"OWNER"** means Aspire Apartments LP, a California limited partnership.

1.15 **"PROJECT"** means the construction, operation and management of the Property and the improvements to be constructed thereon according to the terms of the City HOME Loan Agreement.

1.16 **"PROPERTY"** means the real property located at 536 – 538 Meta Street, Oxnard, California as more particularly described in Exhibit A attached hereto and incorporated herein, including the improvements constructed thereon pursuant to the City HOME Loan Agreement.

1.17 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a Low-Income Household or Very Low-Income Household, as defined herein.

1.18 "**QUALIFYING RENT"** means the total monthly charges for rent, which shall not exceed a) a "Low HOME" Rent that does not exceed 30 percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit and smaller and larger families, or b) a "High HOME" Rent means a monthly Rent amount not exceeding the maximum rent published by HUD for a Low-Income Household for the applicable bedroom size as set forth in 24 C.F.R 92.252 (a).

In accordance with 24 CFR 92.252(b), if the tenant pays for utilities and services (excluding telephone, television and Internet services), then the Qualifying Rent shall be reduced by the maximum monthly allowance for utilities and services using the annual HUD Utility Schedule Model or other annual utility schedule as determined by the Lender.

1.19 This section intentionally left blank.

1.20 "**TENANT"** means a household occupying a Unit.

1.21 "**TERM"** means collectively the period of time during which the HOME-Assisted Units must meet the affordability requirements imposed under the HOME Program, commencing upon Completion Date in the Integrated Disbursement and Information System (IDIS) established by HUD, in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) for a period of twenty (20) years after and the date of recordation of Notice of Completion and the City extended affordability period, which begins at the end of the initial twenty (20) year period and extends for an additional thirty-five (35) years for a total term of fifty-five (55) years from the date of recordation of the Notice of Completion."

1.22 **"UNIT"** means a housing unit in the Project.

1.23 **"VERY LOW-INCOME HOUSEHOLD"** means a household, as defined in 24 CFR 92.2.

2. TERM AND COMPLIANCE

2.1 **COMPLIANCE WITH CITY HOME LOAN DOCUMENTS.** The Owner's actions with respect to the Property and the use of funds from the City HOME Loan shall be in full conformity with all of the requirements of the City HOME Loan Documents, including but not limited to the insurance requirements contained therein.

2.2 **TERM OF AGREEMENT.** This Agreement shall commence upon project completion in conformance with 24 CFR 92.2 and 24 CFR 92.252(e) and terminate twenty (20) years from the date of the of recordation of Notice of Completion for the Project. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.3 **COMPLIANCE WITH PROGRAM REQUIREMENTS.** The Owner shall comply with all requirements imposed on projects assisted under the HOME Program in effect on the date the City HOME Loan is executed by all parties, and as may be amended from time to time.

3. PROJECT OCCUPANCY AND RENTS

3.1 **OCCUPANCY OF PROJECT.** A total of five (5) Unit(s) in the Project shall be designated as HOME-Assisted. Each HOME-Assisted Unit must be occupied or reserved for occupancy by Qualifying Household(s).

3.2 **HOME-ASSISTED UNITS.** The Owner shall limit for the full Term of this Agreement the rental of five (5) HOME-Assisted Unit(s) to Qualifying Households at Qualifying Rents that do not exceed the maximum rental charges for each HOME-Assisted Unit as set forth in Section 1.18 and 3.4 herein. The HOME-Assisted Unit(s) shall be designated as "fixed" so the HOME-Assisted Unit(s) may change over time as long as the total number and type of HOME-Assisted Units in the Project remains constant.

The HOME-Assisted Unit(s) shall meet the following standards:

A. Consist of five (5) one-bedroom units.
B. Five (5) one-bedroom units will be designated as a Low HOME Rent Units.
C. Be similarly constructed and of comparable quality to all other Units in the Project and be dispersed throughout the Project; and
D. Provide Tenants of HOME-Assisted Units access and enjoyment of all common areas and facilities of the Project on the same basis as Tenants of other Units.

3.3 **OTHER PROJECT UNITS.** The Project shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D. Within thirty (30) days after Owner has completed the construction of the Project, Owner shall submit satisfactory documentation of compliance with these requirements, including, but not limited to, a certification from the Project architect documenting the unit numbers and type of accessibility features of no less than four (4) units accessible for mobility impairments and two (2) units accessible for either hearing or visual impairments.

3.4 **MAXIMUM RENTAL CHARGES**.

A. Maximum rental charges for the HOME-Assisted Units shall not exceed the Qualifying Rent as defined above in Section 1.18 and this Section 3.4.

B. The Qualifying Rent for each HOME-Assisted Unit shall be set by the Lender at the time of initial occupancy of the Project. Annual increases in Qualifying Rents shall be calculated based on rent amounts published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any HOME-Assisted Unit on the Project, Owner shall submit to the Lender for review and approval a written request for such increase. Tenants of Home-Assisted Units shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents, consistent with state law. Lender shall approve such request if the increased Qualifying Rents will comply with all applicable HOME Program requirements.

3.4.1 OCCUPANCY DEADLINES. Owner shall ensure that each HOME-Assisted Unit is occupied by an eligible tenant in accordance with the deadlines for occupancy

set forth at 24 CFR 92.252. Eligible tenants shall occupy each HOME-Assisted Unit within eighteen (18) months from the completion of construction of the Project, evidenced by the recording of a notice of completion and securing Certificate(s) of Occupancy. In the event that any HOME-Assisted Unit is not occupied by an eligible tenant five (5) months after the date of the issuance of a certificate of occupancy, Owner shall submit to Lender within ten (10) days a detailed record of its marketing efforts and comply with Lender's requests for additional information pertaining to the marketing efforts. In the event any HOME-Assisted Unit is not occupied by eligible tenants within seventeen (17) months after the date of the issuance of a certificate of occupancy, then this shall constitute an Event of Default. On or before the last day of the seventeenth (17th) month after the date of the issuance of a certificate of occupancy, Lender shall give written notice to Owner in accordance with Section 6.2 herein. Owner shall have thirty (30) days from receipt of such notice to cure the breach, but in any event shall cure the breach before the end of the eighteenth (18th) month after the date of the issuance of a certificate of occupancy.

3.5 **INCOME CERTIFICATION.**

The Annual Income levels and other qualifications of applicants for HOME-Assisted Units shall be certified by Owner no earlier than six (6) months prior to the Qualifying Household's expected occupancy of a HOME-Assisted Unit and recertified annually thereafter by the Owner, in compliance with 24 CFR 92.203.

A.Initial Annual Income Verification. Before the Qualifying Household occupies a HOME-Assisted Unit, the Owner shall verify that the Annual Income calculated in an Annual Income certification is accurate by taking both of the following steps as a part of the verification process:

(1) Third Party Verification: All third parties (e.g., employer, Social Security Administration, public assistance agency, etc.) are contacted in writing to obtain written verification of Annual Income; and
(2) Review of Documents: The Qualifying Household provides documents verifying their Annual Income (e.g., pay stubs, tax returns, etc.), which are to then be retained in the Project files.

B. Annual Income Recertification. At the time of lease renewal or pursuant to an annual schedule adopted by the Owner, and no later than the one-year anniversary of the initial Annual Income verification and annually thereafter, Owner shall recertify the Annual Income of each Tenant occupying a HOME-Assisted Unit using the method as described in Section 3.5.A, above.

3.6 **INCREASES IN QUALIFYING HOUSEHOLD INCOMES.** In the event, that recertification of a previously Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a Unit reserved for a Qualifying Household, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(h). If the previously Qualifying Household's income exceeds eighty-percent (80%) of AMI, then the unit occupied by the

previously Qualifying Household no longer qualifies as a HOME-Assisted Unit and the next available unit of comparable size and amenities or larger must be designated as the replacement HOME-Assisted Unit.

4. LEASING THE PROJECT

4.1 **TENANT LEASES.** The Owner shall execute a written lease with Tenants of HOME-Assisted Units for a term of at least one year, unless the Owner and the Tenant mutually agree to a shorter period. A lease may not be for a period less than thirty (30) days. The Tenant lease and any changes thereto must be approved by Lender.

A. The Owner shall include in leases for all HOME-Assisted Units provisions which provide that a Qualifying Household is subject to annual certification of Annual Income and that the tenancy of the Qualifying Household shall be terminated as soon as possible in accordance with state law should one or more of the Qualifying Household's members misrepresent any material fact regarding the Qualifying Household's qualification as a Low- or Very Low-Income Household, as the case may be. The Owner shall include in all leases for HOME-Assisted Units provisions which prohibit the Qualifying Household from subleasing the HOME-Assisted Unit.

B. In addition to executing a lease for a HOME-Assisted Unit, the Owner shall require that each Qualifying Household leasing a HOME-Assisted Unit execute a declaration of intent to occupy which shall require the Qualifying Household to occupy the HOME-Assisted Unit as the Qualifying Household's primary residence.

C. The lease for each HOME-Assisted Unit shall not contain any of the prohibited provisions identified at 24 CFR §92.253(b) including the following:

1. *Agreement to be sued*. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. *Treatment of property*. Agreement by the Tenant that the Owner may take, hold or sell personal property of Qualifying Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the HOME-Assisted Unit after the Tenant has moved out of the HOME-Assisted Unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility*. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice*. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

5. *Waiver of legal proceedings*. Agreement by the Tenant that the Owner may evict the Tenant or Qualifying Household members without instituting a civil

court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial*. Agreement by the Tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision*. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8. *Tenant chargeable with cost of legal actions regardless of outcome*. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

9. *Mandatory support services*. Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

D. Owner shall not terminate the tenancy or refuse to renew the lease of a Tenant of a HOME-Assisted Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew the tenancy, the Owner shall serve written notice upon the Tenant specifying the grounds for the action at lease thirty (30) days prior to termination of tenancy.

E. Owner shall comply with all requirements of the Violence Against Women Act (VAWA) set forth in 24 CFR part 5, subpart L. Owner shall provide the notice and certification form described in 24 CFR 5.2005(a) to an applicant for a HOME-Assisted Unit at the time the applicant is admitted to a HOME-Assisted Unit, or denied admission to a HOME-Assisted Unit based on the Owner's tenant selection policies and criteria. Owner shall further provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-Assisted Unit. If a family living in a HOME-Assisted Unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the Unit. All leases for HOME-Assisted Units must include a VAWA lease term/addendum to incorporate all requirements that apply to the Owner or lease under 24 CFR part 5, subpart L, and 24 CFR 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if it is determined that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The lease term/addendum must require the Owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. Owner shall comply with all other VAWA requirements applicable to the HOME program not specified herein.

4.2 **TENANT SELECTION.** Before leasing the Project, the Owner must provide Lender for its review and approval the Owner's written tenant selection plan. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto, and the requirements set forth in the City HOME Loan Agreement. Any changes to the tenant selection plan require prior written approval from Lender.

4.3 **SECTION 8 CERTIFICATE HOLDERS.** The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates

for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by such prospective Tenants.

4.4 **CONDOMINIUM CONVERSION.** The Owner shall not convert Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights in the Property during the Term of this Agreement.

4.5 **NONDISCRIMINATION**. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

4.6 **MARKETING PLAN.** Prior to occupancy, Owner shall submit to the Lender for approval its plan for marketing the Units in compliance with the requirements set forth in the City HOME Loan Agreement, including information on affirmative marketing efforts and compliance with fair housing laws and the Lender's affirmative fair marketing guidelines. Upon receipt of the marketing plan, the Lender shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, Lender shall specify its reasons for disapproval. The Owner shall submit a revised marketing plan within thirty (30) days of Lender's notice of disapproval. The Lender's disapproval of the revised marketing plan shall constitute an Event of Default.

5. PROPERTY MANAGEMENT

5.1 **MANAGEMENT RESPONSIBILITIES.** The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Tenants, certification and recertification of Qualifying Household size and Annual Income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for its approval its proposed property manager. Many Mansions is hereby approved as the initial management agent for the Project. The Owner may only remove and/or replace the property manager with the prior written consent of the Lender which consent shall not be unreasonably withheld.

5.2 **APPROVAL OF MANAGEMENT POLICIES**. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this

Agreement, the requirements of the existing HOME Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

5.3 **INSPECTION AND RECORDS.** The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property, subject to rights of tenants, for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units. Owner must include provisions in tenant leases that allow for Lender inspections of the units.

5.4 **COMPLIANCE MONITORING.** The Owner shall operate the Property in full compliance with this Agreement and the HOME Program regulations at 24 CFR Part 92 in effect on the date the City HOME Loan is executed by all parties, and as may be amended from time to time, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct annual compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

5.5 **ANNUAL REPORT.** Following recordation of a notice of completion issued for the Project, the Owner shall annually submit to the Lender a report in a form approved by Lender for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement. The report shall be submitted annually no later than March 31st, and shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 (a) of the City HOME Loan Agreement, (ii) a report on the occupancy of the Project, (iii) a report on the physical condition of the Project to the extent required under then-current HOME regulations, (iv) a report on the general management of the Project, (v) for each HOME-Assisted Unit, the rent, Annual Income, and household size of the household in occupancy. The report shall also state the date the tenancy commenced for each HOME-Assisted Unit and such other information as the Lender may be request.

Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the Lender in order to comply with reporting requirements of HUD, or the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any Unit to determine compliance with this Agreement.

5.6 **FEES, TAXES, AND OTHER LEVIES.** The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

5.7 **PROPERTY TAX EXEMPTION.** The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent. Lender acknowledges

Owner will be applying for a property tax exemption for the Property under California Revenue and Taxation Code Section 214(g) and hereby provides its consent.

5.8 **MAINTENANCE OF EXISTING STRUCTURES.** Owner shall maintain all buildings on the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. In the event that Lender establishes property standards in accordance with 24 CFR 92.251(f)(1) and determines in its sole discretion that these standards are applicable to the Project, Lender shall send written notice of this determination to Owner. Upon Owner's receipt of such written notice, the property standards established by Lender pursuant to 24 CFR 92.251(f)(1) shall apply to all Units in the Project throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1 **SUBORDINATION.** This Agreement shall not be subordinate to any Senior Lien.

6.2 **DEFAULT AND REMEDIES** In the event of any breach of any agreement or obligation under this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the Lender determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. Lender shall accept a cure by the Owner's limited partner on the same basis as Lender accepts a cure by the Owner. If the Owner fails to perform a timely cure of the specified breach, the Lender may proceed with any or all of the following remedies upon the Owner's failure to cure:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the City HOME Loan Documents or allowed at law or in equity.

6.3 **EVENT OF DEFAULT.** In the event that the Project fails to meet the HOME affordability requirements included in this Agreement for the Term of the Agreement, subject to applicable notice and cure periods contained herein, this shall constitute an Event of Default.

6.4 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

6.5 **HOLD HARMLESS AND INDEMNITY.** Owner shall at all times defend, indemnify and save City and its city council, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, its city council, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Owner is not obligated to indemnify City or others for claims based upon their use of information provided by Owner, provided the information itself is accurate. Owner shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Owner enters into relating to implementation of the Project.

Owner's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Owner is obligated to indemnify and hold harmless.

6.6 **GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

6.7 **AGREEMENT CONTROLS.** In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control.

6.8 **TIME.** Time is of the essence in this Agreement.

6.9 **CONSENTS AND APPROVALS.** Any consent or approval of the Lender required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the Lender.

6.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the Lender as follows:

Lender:	Housing Department 435 South D Street Oxnard, CA 93030 Attn: Housing Director
With copy to:	City of Oxnard Office of the City Attorney 305 West Third Street Oxnard, CA 93030 Attn: City Attorney
Owner:	Aspire Apartments LP 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362 Attn: CEO and President
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
With copies to:	Borrower's lenders and investor as requested in writing by Borrower

6.11 **BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the City HOME Loan or City HOME Loan Note, any reconveyance of the City HOME Loan Deed of Trust, or any conveyance or transfer of the Property or portion thereof.

6.12 **RELATIONSHIP OF PARTIES.** The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and Owner and shall not be construed as a joint venture, equity venture, or partnership.

6.13 **WAIVER.** Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the City HOME Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

IN WITNESS WHEREOF, Lender and Owner have caused this Agreement to be executed by their respective duly authorized officers.

LENDER:

THE CITY OF OXNARD

_____

Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

_____

Stephen M. Fischer Date
City Attorney

OWNER:

ASPIRE APARTMENTS LP, a California limited partnership

By: Aspire Apartments LLC, a California limited company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole Member/Manager

_____

By: Rick Schroeder, Date
Its: President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Place Notary Seal Above)
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

_____
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

CITY HOME LOAN
DEED OF TRUST WITH ASSIGNMENTS OF RENTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California Government Code Section 27383

APN: 201-0-213-080, 201-0-213-090, and 201-0-213-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures Promissory Note, HOME Loan Agreement, and Regulatory Agreement)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made _____,2026, between Aspire Apartments LP, a California limited partnership, herein called TRUSTOR, whose address is 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362, to Old Republic Title Company, a California corporation, as trustee, herein called TRUSTEE, and the City of Oxnard, a municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at 536 – 538 Meta Street, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.
ereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain HOME Loan Agreement dated _____, 2026 (the "Loan Agreement"), that certain City HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants dated _____, 2026, and Promissory Note dated _____, 2026, in the face amount of $1,000,000 made by Trustor to the order of the Beneficiary. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.
shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.
shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, in a manner not allowed by the agreements secured by this Deed of Trust or without the written consent of the beneficiary being first had and obtained or as set forth in the Loan Agreement, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The Borrower's investor limited partner shall have the right, but not the obligation, to cure an event of default under the Loan Documents within the applicable notice and cure periods provided for therein. A cure of any default made or tendered hereunder by Borrower's investor limited partner shall be accepted or rejected on the same basis as if made or tendered by Trustor. The Borrower's investor limited partner shall have the rights provided to it in the other Loan Documents.

As of the date hereof, Internal Revenue Code (IRC) Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under IRC Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or instrument in lieu of foreclosure. In the event that the regulatory agreement required by the California Tax Credit Allocation Committee is recorded against the Property, the City agrees to comply with the provisions set forth in IRC Section 42(h)(6)(E)(ii).

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to it at its address hereinbefore set forth.

Exhibit A is attached hereto and incorporated herein.

(Signatures appear on following page)

SIGNATURE OF TRUSTOR

ASPIRE APARTMENTS LP,
a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,

Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,

Its: Sole Member and Manager

By: _____
Rick Schroeder,
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Place Notary Seal Above)

_____
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

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Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

Agreement # 32600396

SUBRECIPIENT AGREEMENT FOR CDBG GRANT FUNDS BETWEEN THE CITY OF OXNARD AND ASPIRE APARTMENTS LP FOR PARK COSTS IN THE CITY OF OXNARD

WITNESSETH

This SUBRECIPIENT AGREEMENT FOR CDBG GRANT FUNDS ("Agreement" or "CDBG Subrecipient Agreement") is made and entered into on _____, 2026, by and between the City of Oxnard, a municipal corporation ("City" or "Recipient"), and **Aspire Apartments LP**, a California limited partnership ("Subrecipient"), jointly referred to herein as the "Parties."

WHEREAS, the City is a Participating Jurisdiction in the funding programs of the federal Department of Housing and Urban Development ("HUD"), and has received funds from HUD pursuant to the Community Development Block Grant program ("CDBG Program") to be used pursuant to applicable federal regulations (24 CFR Part 570); and

WHEREAS, Subrecipient owns that certain real property located at 536-538 Meta Street, Oxnard, California 93030, as more particularly described in **Exhibit A** (the "Property"), upon a portion of which Subrecipient intends to construct a park to primarily benefit low- and moderate-income persons ("Project); and

WHEREAS, the City has approved CDBG funding in the amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) for the purpose of assisting the Subrecipient with the costs necessary for the construction of the park to provide recreational activities for low and (the "Work"); and

WHEREAS, this CDBG Subrecipient Agreement sets forth the benefits, entitlements, obligations and responsibilities bestowed upon and agreed to by the Subrecipient in exchange for receiving and using the $689,659 in CDBG Program funds to be used for the Work as described herein; and

WHEREAS, Subrecipient is a "subrecipient" as defined in the Code of Federal Regulations at 24 CFR 570.500(c) and is eligible to perform the Work; and

WHEREAS, according to federal regulations 24 CFR 570.503, before disbursing any CDBG funds to a subrecipient, a written agreement shall be signed by the Recipient and Subrecipient; and

WHEREAS, this CDBG Subrecipient Agreement sets forth the responsibilities of the Recipient and the Subrecipient in accomplishing the objectives of the CDBG Program pursuant to the Housing and Community Development Act of 1974 (the Act), as amended; and

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the Recipient may provide CDBG funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 24 CFR 570.201(o) (referred to collectively and individually as "subrecipients") to be used by the subrecipients to provide/perform certain eligible services and activities in connection with the Recipient's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 and 570.202 (a); and

WHEREAS, Recipient agrees to fund the Work activities of the Subrecipient, and the Subrecipient agrees to perform the Work activities hereinafter described in **Exhibit B** – Statement of Work, during the Term of this CDBG Subrecipient Agreement, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Statement of Work

A. Activity Description

The Subrecipient agrees to perform during the Term of this CDBG Subrecipient Agreement, all CDBG-eligible activities, tasks, obligations, and projects set forth in the Statement of Work attached to this CDBG Subrecipient Agreement as **Exhibit B** and incorporated into this CDBG Subrecipient Agreement by this reference.

The Subrecipient and the City have executed the City of Oxnard CDBG Regulatory Agreement and Restrictive Covenants ("CDBG Covenants") concurrently with this CDBG Subrecipient Agreement. The CDBG Covenants establish a five (5) year compliance period for the Project. During the five (5) year CDBG Covenants compliance period, the Subrecipient shall operate and maintain the Project's site development in conformance with the CDBG Covenants and with the requirements of this CDBG Subrecipient Agreement. In case of a conflict between the CDBG Covenants and this CDBG Subrecipient Agreement, the more restrictive covenants, standards, and/or requirements shall apply.

The Statement of Work includes a description of the Work, tasks to be performed, a schedule and a budget for the Work. The Subrecipient may request a modification of the Work activities, tasks, schedule or budget in writing to the Recipient. The Recipient shall review each request to modify the activities, tasks, schedule, or budget on a case-by-case basis and will respond to the Subrecipient within thirty (30) calendar days of the request.

B. National Objectives

All activities and projects funded with CDBG funds must meet one of the CDBG Program's National Objectives: (1) to primarily benefit low- and moderate-income persons; (2) to aid in the prevention or elimination of slums or blight; or (3) to meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

C. Level of Accomplishment – Goals and Performance Measures

The Subrecipient certifies that the Work carried out pursuant to this CDBG Subrecipient Agreement will meet the CDBG Program national objective of primarily benefitting low- and moderate-income persons (income eligible persons or households). It is intended for the CDBG funds to be used to fund the construction costs of a park. CDBG Program effectiveness is measured through an on-going evaluation of activities, and the Subrecipient agrees to perform the Work according to the goals set forth in **Exhibit B**.

D. Staffing

Any changes in key personnel assigned or their general responsibilities during the performance of the Work, as described in **Exhibit B**, must be reported to the Recipient.

E. Performance Monitoring

The Recipient will monitor the Subrecipient's performance against goals and performance standards, as stated above. Substandard performance, as determined by the Recipient, will constitute noncompliance with this CDBG Subrecipient Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Recipient, Agreement suspension and/or termination procedures (*i.e.*, default proceedings) will be initiated by the Recipient.

Activities, tasks, schedule, and reporting requirements related to the Work are described in Section 21 (Records and Reports) and in **Exhibit B**, Sections 2 and 3. In the event that the Work will not be completed as scheduled, the Subrecipient shall notify the Recipient of the completion deficiencies and that said deficiencies shall be corrected within forty-five (45) calendar days. Failure of the Subrecipient to correct the deficiencies within forty-five (45) calendar days will require the Recipient to schedule a Work Review Conference pursuant to Section 8 (Work Review Conference).

The Recipient will use the Subrecipient's performance reports to monitor the performance of activities and delivery of services under this CDBG Subrecipient Agreement. In addition, the Recipient's representative may visit the Subrecipient's offices to inspect the records required by HUD to be maintained in order to document the CDBG-funded activities, services and expenditures. These records include copies of the original source documentation that tracks the performance of the park installation activities, and verifies that funds were expended to perform

the activities described in item 1.A., "Activity Description," above.

On-Going Project Operation tasks, schedule and reporting requirements related to the five (5) year compliance period are described in **Exhibit B**, Section 4 (On-Going Project Operation) and in the CDBG Regulatory Agreement. Deficiencies in the Subrecipient's performance and/or of Project compliance, as determined by the Recipient at its sole discretion, may cause the Recipient to implement a sixty (60) day notice and cure period.

II. Payment for Activities and Services

The Recipient shall reimburse the Subrecipient for the activities and services performed by the Subrecipient pursuant to the Scope of Work in **Exhibit B** and in accordance with the conditions and terms set forth in the "Schedule of Compensation" attached hereto as **Exhibit C**. The compensation shall be paid at the time and manner set forth in **Exhibit C**. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Work activities. The Parties understand and agree that reimbursement of Work costs shall be conditioned upon the Recipient's receipt of CDBG Program funds from the federal government, as set forth in Section 3 (Availability of Funds), or accumulation of CDBG Program Income, as set forth in Section 18 (Program Income), and as a result of this CDBG Subrecipient Agreement, and shall not be a charge on any other funds of the Recipient. Recipient represents that it currently has Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) from the designated sources set aside and will continue to keep such funds set aside to fully reimburse Subrecipient pursuant to the terms of this Agreement.

All requests for reimbursement shall be submitted as per Section 17 (Fiscal Control) for costs incurred under this CDBG Subrecipient Agreement, along with one (1) set of copies of original source documentation supporting the expenditures by the Subrecipient for the Work identified in **Exhibit B** – Statement of Work, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such documentation shall be submitted prior to any payment, in whole or in part, by the Subrecipient of the Reimbursement Amount.

III. Availability of Funds/Modifications

The Recipient's provision of funding to the Subrecipient pursuant to this CDBG Subrecipient Agreement is contingent on the availability of CDBG funds and continued federal authorization for CDBG program activities, and is subject to amendment or termination due to lack of funds or authorization. Recipient represents that it currently has Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) from the designated sources set aside and will continue to keep such funds set aside to fully reimburse Subrecipient pursuant to the terms of this Agreement. This CDBG Subrecipient Agreement is subject to written modification and termination as necessary by Recipient in accordance with requirements contained in any future Federal legislation, regulations or Recipient policy. All other modifications must be in written form and approved by both Parties.

IV. Obligation of Funds

The Subrecipient shall not obligate any funds, incur any costs, or initiate identified project(s), which are the subject of this CDBG Subrecipient Agreement, until all environmental review has been completed and certified by Recipient and Recipient has issued a written "Environmental Assessment" form or has received from HUD an "Authorization to Obligate Funds and Incur Costs."

V. Term of Agreement

The Term of this Agreement shall commence on the date written above and, unless sooner terminated as hereinafter provided, shall terminate fifty-five (55) years from the recordation of a notice of completion issued for the Project. At the conclusion of the Term of this Agreement, all principal and all current and accrued interest are due and payable pursuant to the CDBG Note.

VI. Time for Performance

The Subrecipient shall not perform any work under this CDBG Subrecipient Agreement until Recipient gives the Subrecipient a written approval (which shall serve as an Authorization to Obligate Funds and Incur Costs). All activities and services required of the Subrecipient under this CDBG Subrecipient Agreement shall be completed as established in Section VII of this CDBG Subrecipient Agreement.

VII. Timely Completion and Expenditure

Timely completion of the Work is the highest priority of this CDBG Subrecipient Agreement. To ensure timely completion and expenditures, the Subrecipient will demonstrate reasonable progress by:

A. No later than August 31, 2026, the Subrecipient shall commence Work activities as described in **Exhibit B**. This commencement date may be extended only with prior written approval, as may be provided by electronic means, by the Housing Director or designee in conformance with Section 8 (Work Review Conference).

B. No later than June 30, 2028, the Subrecipient shall complete all Work activities as described in **Exhibit B**. This completion schedule may be extended only with prior written approval by the City in conformance with Section 8 (Work Review Conference), but shall in no event be extended beyond December 31, 2028.

Failure to meet established performance goals and standards and/or noncompliance with applicable rules and regulations shall constitute non-compliance with the terms of this Agreement. If the Recipient, in its sole discretion, determines that the Subrecipient fails to meet the performance goals and standards of this CDBG Subrecipient Agreement then pursuant to Section 8 (Work Review Conference) the Recipient may schedule a Work Review Conference and require

the Subrecipient to promptly develop and submit a remediation plan to the Recipient for review and approval.

C. Work Review Conference:

In the event that quarterly reports required by Section 21 (Records and Reports) indicate the CDBG Program funds will not be expended by August 31, 2028, and/or that the Work as described in **Exhibit B** will not be completed by June 30, 2028, the Subrecipient will notify the Recipient, in writing, of the completion deficiencies and correct the deficiencies within forty-five (45) calendar days. Failure of the Subrecipient to correct the deficiencies within forty-five (45) calendar days will require the Recipient to schedule a Work Review Conference.

The Work Review Conference will serve to identify reasons for delayed performances and weaknesses. Based on the Work Review Conference discussions, both the Recipient and the Subrecipient will generate a remediation plan that may include but is not limited to re-design of the Work, amendments to the Work activities, extending the term of the Work activities, or re-allocation of the funds to another eligible CDBG project. Approval of said remediation plan shall be at the sole discretion of the City and shall be in conformance with all applicable CDBG Program and HUD regulations.

Failure to comply with this remediation plan and/or this CDBG Subrecipient Agreement will trigger administrative requirements in accordance with 2 CFR Part 200.338 and 2 CFR Part 200.305(b) (6). In addition, such failure shall constitute an event of default under the CDBG Deed of Trust and CDBG Note.

D. Compensation and Method of Payment

For performance of the Work activities described in **Exhibit B**, the Recipient shall reimburse the Subrecipient an amount not to exceed Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Work activities. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Housing and Community Development Act of 1974 for the amount indicated above, or from CDBG program income, as described in 24 CFR 570.500(a), and accumulated as a result of this Agreement. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Work activities described in **Exhibit B**.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Recipient's receipt of CDBG program funds from the federal government or accumulation of CDBG program income, as set forth in Section 18 (Program Income) and as a result of this Agreement, and shall not be a charge on any other funds of the Recipient. The Subrecipient shall use the Payment Request Form (**Exhibit D** of this Agreement) for reimbursement purposes or other form approved by City.

All reimbursement requests shall be submitted via the Request for Payment Form supporting the invoice for costs incurred under this Agreement, along with one (1) set of copies of all original source documentation supporting the expenditures by the Subrecipient for the Work activities, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such supporting documentation shall be submitted prior to any payment, in whole or in part, by the Recipient of the Reimbursement Amount.

E. Designated Representative

a. The Recipient's representative is as follows:

Name and Title: Brenda Lopez
Housing Director

Address:
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

b. The Subrecipient's representative(s), who shall be responsible for job performance, negotiations, contractual matters, and coordination with the Recipient Representative is as follows:

Name and title: Rick Schroeder
President and Chief Executive Officer
Many Mansions, a California Nonprofit Corporation

Address: 259 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362

The Subrecipient's professional services shall be actually performed by, or shall be immediately supervised by, the Subrecipient's representative.

c. Any party may change such address(es) given above by providing notice in writing to the other parties, and thereafter notices shall be transmitted to the new address(es).

F. Assurances

The Subrecipient hereby assures and certifies that it has complied with the Housing and Community Development Act, applicable regulations, policies, guidelines and requirements, 2

CFR Part 225, as amended and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, the Subrecipient represents and warrants with respect to the Statement of Work specified in **Exhibit B** of this Agreement, that it will comply with all of the provisions of 24 CFR Part 570, as applicable. The Subrecipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and certifications, and that during the term of this Agreement it will maintain current copies of said assurances and certifications at the address of the Subrecipient's representative, as provided in Section 10 (Designated Representative).

G. Compliance

The Subrecipient agrees that it hereby undertakes the same obligations to Recipient that Recipient has undertaken to HUD pursuant to Recipient's CDBG application and certifications. The obligations undertaken by the Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

a. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987, plus all succeeding revisions and amendments to these Acts.

b. Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988, plus all succeeding revisions and amendments to these regulations.

c. Land Covenants. This CDBG Subrecipient Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the Code of Federal Regulations, commencing at Section 58.1) except that the Subrecipient does not assume Recipient's environmental responsibilities as described in 24 CFR Part 570.604.

e. Environmental Mitigation: The Subrecipient shall implement and monitor all Project mitigation measures approved in the Project's National Environmental Policy Act (NEPA) document prepared by the Recipient. The staff responsible for implementing and monitoring mitigation measures shall be clearly identified in the Project construction plan(s).

f. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) (affirmatively furthering fair housing) as amended; Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968 (employment priorities for new hires); 12 U.S.C. 1701u (Economic opportunities for low- and very low-income persons); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11246 as amended by Executive Order 11375 and 12086; Executive Order 11063 as amended by Executive Order 12259; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights, and pursuant to 24 CFR 570.904(d) and 2 CFR Part 200.321:

i. Contracting with Small and Women and Minority Owned Businesses (W/MBE) (2 CFR 200.321). The Subrecipient will take all necessary affirmative steps to assure that minority owned and/or women owned business enterprises and labor area surplus firms are used when possible. Such firms and businesses have 50% or more ownership by an ethnic minority person(s) and/or by woman/women. All construction projects receiving HUD funds and all contractors and subcontractors who receive $10,000 or more in HUD funds shall fulfill these hiring requirements. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:

1. Solicitation Lists. Subrecipient must place small and minority businesses and women's business enterprises on solicitation lists (2 CFR 200.321(b)(1);

2. Solicitation. The Subrecipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources (2 CFR 200.321(b)(2);

3. Dividing Requirements. Subrecipient must divide total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(3);

4. Delivery Schedules. The Subrecipient must establish delivery schedules where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(4);

5. Obtaining Services and Assistance. The Subrecipient must use 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 (2 CFR 200.321(b)(5); and

6. Prime Contractor Requirements. The Subrecipient must require the prime contractor, if subcontractors are anticipated or let, to take the five affirmative steps as described in (a) through (e) above (2 CFR 200.321(b)(6).

g. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR Part 135) Non-Public Housing Authority entities that obligate or commit to spend over $200,000, or any individual contractor or subcontractor that receives $100,000 of covered funds on projects involving housing construction, demolition, rehabilitation, or other public construction is required to comply with Section 3 of the Housing and Urban Development Act of 1968, hereinafter referred to as "Section 3 (HUD)".

The purpose of the Section 3 (HUD) is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted project covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Subrecipient shall insure that all Section 3 (HUD) covered contracts (where $100,000 or more in HUD funds are used to reimburse a contractor or subcontractor for work) shall include the following clause:

i. The work to be performed under this CDBG Subrecipient Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the implementing regulations at 24 CFR 135 (Economic Opportunities for Low-And Very Low-Income Persons). The purpose of Section 3 (HUD) is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. As evidenced by its execution of this Agreement, the Subrecipient certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 (HUD) clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall contain the Section 3 (HUD) preference, shall set forth: (1) the minimum number and job titles subject to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.

iv. The Contractor agrees to require this Section 3 (HUD) clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 (HUD) clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. By its signature to this Agreement, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

h. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding $2,000 awarded by the Recipient, the Subrecipient agrees to comply with:

Prevailing Wages: Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Subrecipient and its contractor and subcontractors shall pay not less than the higher wage rate.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Recipient pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $10,000.00.

Copeland Anti-Kickback Act: During the performance of this Agreement, the Subrecipient and its contractors and subcontractors agree to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that the Subrecipient, its contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

The Subrecipient, its contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the Recipient for review upon request. The Subrecipient's contractor and subcontractors agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

Agreements exceeding $100,000 that involve the employment of mechanics or laborers shall comply with the following:

Contract Work Hours and Safety Standards Act: Where applicable, during the performance of this Agreement, all contracts awarded by the Subrecipient, the prime contractor

and subcontractors in excess of $2,000 for construction contracts and in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to apply the four clauses below. These clauses shall be inserted in addition to the clauses required by 29 CFR Part 5.5(a) or 29 CFR Part 4.6. As used in this section, the terms laborers and mechanics include watchmen and guards.

i. 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.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 1 above , the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 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 paragraph (a) of this section.

iii. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the U.S. Department of Housing and Urban Development (HUD) or the U.S. Department of Labor (DOL) withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 2 above.

iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 1 through 4 of this section.

Bonding Requirements. For construction or facility improvements contracts or subcontracts exceeding the Simplified Acquisition Threshold ($150,000) the Recipient may accept the bonding policy and requirements of the Subrecipient provided that the Recipient has made a determination that the CDBG funds are adequately protected. If

such a determination has not been made, the minimum requirements must be as follows:

1. Bid Guarantee. At the submission of a bid to the Subrecipient, the contractor shall furnish a "bid" guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

i. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order #11246 as amended by Executive Order 11375 and as approved by the Department of Labor Relations (41 CFR Part 61).

j. CFR Part 200 entitled Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards, Administrative regulations, including, but not limited to, applicable Sections of Department of Housing and Urban Development regulations located at: 24 CFR 92.505 – Uniform Administrative Requirements. Pursuant to 24 CFR 92.505, the Subrecipient will comply with the requirements of 2 CFR part 200, except that the following provisions shall not apply: §§ 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in § 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by § 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 570, the definitions in 24 CFR part 570 shall govern.

k. The following laws and regulations relating to preservation of historic places: Public Law 89-665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservations in 36 Code of Federal Regulations, Part 800.

l. The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).

m. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.).

n. The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79.

o. The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.

p. Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.

q. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)).

r. Debarment and Suspension. An agreement or contract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) database, in accordance with 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension." Provision of 24 CFR Part 570.609, and 24 CFR 5.105(c) for procurement activities regarding use of debarred, suspended, or ineligible contractors or subcontractors and 24 CFR Part 24 for non-procurement activities, regarding use of debarred, suspended, or ineligible contractors or subcontractors. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify with the Recipient that the Subrecipient, its contractors, subcontractors, its principles (defined at 2 CFR 180.940), 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).

The Subrecipient must comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C during the term of this Agreement and any other contract that may arise as a result of this agreement. Subrecipient must include a provision requiring such compliance in its lower tier covered contracts and transactions.

If it is later determined that the Subrecipient did not comply with 2 CFR 1800, Subpart C and 2 CFR 3000, subpart C, in addition to remedies available to the Recipient and the Federal Government, may pursue available remedies, including but not limited to suspension and/or debarment.

Contractors excluded, disqualified or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per 24 CFR 570.609 shall not be considered for contract award. This applies to any CDBG-assisted contracts for the procurement of goods and services, professional services, public services, and construction activities (prime and sub-prime contractors).

The Subrecipient shall work with the Recipient to verify eligibility for all contractors and subcontractors, its principals or its affiliates are not excluded or disqualified subject to procurement requirements prior to contract award by the Subrecipient. The Subrecipient shall not use a self-certification letter or form signed by the contractor as a substitute for evidence of their eligibility status.

To verify and document a contractor's eligibility the Subrecipient shall check the General Services Administration System for Award Management site (https://www.sam.gov) to assure the contractor's eligibility and shall submit the verification(s) to the Recipient prior to the notification and award of the contract. The Subrecipient shall retain a copy of the verification(s) for their file to verify results for each contractor.

The Subrecipient further agrees to comply with any environmental, procurement, construction, and other guidelines provided by Recipient. All local code regulations must be recognized and services provided must conform to the said standards.

s. Reporting. The Subrecipient also agrees to submit an annual performance and evaluation report no later than 30 days after the completion of the most recent program year showing the status of all activities as of the end of the program year. The purpose of the performance and evaluation report is to assist the Recipient in complying with its reporting obligations under 24 Code of Federal Regulations section 570.507(a) and under 24 Code of Federal Regulations Part 91. The Recipient shall specify the content and format of this report.

t. Rights to Inventions. Per 2 CFR Appendix II to Part 200(F), if the use of CDBG award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Agreement includes the performance of experimental, developmental, or research work, the Subrecipient must provide for the rights of the Federal Government and the Recipient in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

u. Clean Air Act and the Federal Water Pollution Control Act. If this Agreement involves construction or facility improvements and exceeds $150,000 the following provision is applicable. The Subrecipient shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 USC 7401 – 7671q), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations will be reported to the US EPA Administrator for Enforcement (EN-329).

By execution of this Agreement, the Subrecipient, its contractor and subcontractors will be deemed to have stipulated as follows:

i. The Subrecipient, its contractor and subcontractors hereby declare that no person who will be utilized in the performance of this contract has a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act which prohibits them from perform work on a federally funded project.

ii. During the performance of this contract, the Subrecipient, its contractor and/or subcontractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the EPA.

iii. That any facility that is or will be utilized in the performance of this Agreement, unless the Agreement is exempt under the Clean Air Act, as amended (42 USC 7401 – 7671q et seq., as amended by Public Law 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of this Agreement award, on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

iv. That the Subrecipient, its contractor and subcontractors agree to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

v. That the Subrecipient, its contractor and subcontractors shall promptly notify the Recipient of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

vi. That the Subrecipient, its contractor and subcontractors agree to include or cause to be included the requirements of this article in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

v. Procurement of Recovered Materials. During the performance of this Agreement, the Subrecipient, its contractor and subcontractors agree to comply with all of the standards, order, and requirements issued under Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC 6962). See 2 CFR 200, Appendix II (J), or at 2 CFR 200.322.

The Subrecipient, its contractor and subcontractors shall include the provisions of this article in all subcontracts under the Agreement.

The following provides the clause that the Subrecipient, its contractor and subcontractors can include in contracts meeting the above thresholds:

i. In the performance of this contract, the (name of contractor here) shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. 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/comprehensive-procurement-guideline-cpg-program

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR 247 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 by 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.

w. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42.

x. The Subrecipient shall comply with all provisions of the Build America, Buy America Act (BABA), as set forth in Division G, Title IX, Subtitle A, Sections 70901–70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), as applicable to the Work, including but not limited to, ensuring that the construction materials used in the project are produced in the United States. This includes all iron, steel, and manufactured products, and construction materials unless an exception is authorized under the law.

H. Subcontracts

The Subrecipient shall incorporate the same or substantially equivalent requirements as are contained in this CDBG Subrecipient Agreement in all subcontracts which utilize any CDBG funds and/or support any CDBG program(s) covered by this CDBG Subrecipient Agreement; when program(s) utilize(s) CDBG funds and other funding sources, all funds shall be subject to CDBG regulations. The Subrecipient, by entering into any such subcontract for performance of any portion of the CDBG Program, is not relieved of its responsibilities to Recipient as set forth in this CDBG Subrecipient Agreement.

I. Non-Discrimination/Religious Activities

No person with responsibilities in the operation of any project under this CDBG Subrecipient Agreement will discriminate because of race, creed, color, national origin, age, sex, political affiliation, sexual orientation, gender identity, handicap, beliefs, or marital or familial status.

The Subrecipient agrees that funds provided under this CDBG Subrecipient Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

The Subrecipient will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

J. Standard of Conduct/Conflict of Interest and Lobbying

No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project activities assisted under this CDBG Subrecipient Agreement.

No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, any Project activities or construction contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Project activities, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

By entering into this CDBG Subrecipient Agreement, the Subrecipient certifies:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87.

Furthermore, for Agreements of $100,000 or more shall file the required certification in **Exhibit D**. This certification process also applies to the Subrecipient's contractor and subcontractors contracts, of $100,000 or more, who must certify to the tier above 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 USC 1352. Each tier 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.

b. 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 Subrecipient shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.

c. The Subrecipient 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 Section 1352, Title 31, U.S. Code. 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.

d. Mandatory Disclosures. The Subrecipient must disclose, in a timely manner, in writing to the Recipient all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award described in 2 CFR 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment.

K. Use of Funds for Entertainment, Meals or Gifts

The Subrecipient represents and warrants that it will not use funds provided through the Agreement to pay for entertainment, meals or gifts.

L. Fiscal Control

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and Recipient to ensure the proper disbursal of, and accounting for, funds paid to the Subrecipient under the CDBG programs.

Disbursement of Funds: CDBG funds shall generally be disbursed by Recipient to the Subrecipient on a reimbursement basis for actual expenses.

The Recipient agrees to pay the Subrecipient progress payments at the time and in the manner set forth in the Schedule of Compensation, **Exhibit C**. Payment by the Recipient is not to be construed as final in the event HUD disallows reimbursement for the Work or any portion thereof. Source documentation, as specified by the Recipient, supporting the invoice(s) shall be submitted by the Subrecipient with request for payment.

The Subrecipient shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of the Subrecipient's or its contractor's conduct under this CDBG Subrecipient Agreement.

The Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Recipient and HUD arising from this CDBG Subrecipient Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 22 (Agreement Responsibility for Monitoring and Records) of this CDBG Subrecipient Agreement.

M. Program Income

Program Income is defined in Subpart J of 24 CFR Part 570.504 and is described as gross income received by the Subrecipient and directly generated from the use of CDBG funds.

Program income includes, but is not limited to, the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

b. Proceeds from the disposition of equipment purchased with CDBG funds;

c. Gross income from the use or rental of real or personal property acquired by the Subrecipient with CDBG funds, less costs incidental to generation of the income;

d. Gross income from the use or rental of real property owned by the Subrecipient that was constructed or improved with CDBG funds, less costs of the non- CDBG portion;

e. Payment of principal and interest on loans made using CDBG funds except as provided in 24 CFR Part 570.500(a)(3);

f. Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;

g. Interest earned on program income pending its disposition; and

h. Funds collected through special assessments made against properties owned and occupied by households not of low or moderate income where the assessments are used to recover all or part of the CDBG programs portion of a public improvement.

During the effective Term of this CDBG Subrecipient Agreement, the Subrecipient shall report all program income as defined in 24 CFR 570.500(a), generated by activities carried out with CDBG funds under this CDBG Subrecipient Agreement. Program Income may be retained by the Subrecipient subject to the provisions of the Cooperative Agreement, the Act, and its regulations. Any program income retained must only be used for eligible activities in accordance with all CDBG requirements.

It shall be the Subrecipient's responsibility to manage and use the program income in compliance with the standards and requirements set forth in section 570.504(a) & (b) (1) through (b)(3). The transfer of CDBG funds from the Recipient to the Subrecipient shall be adjusted to reflect any program income in accordance with the principles set forth in section 570.504(b) (2) (i) and (ii). In addition, all of the provisions of this CDBG Subrecipient Agreement shall apply to the management and use of the program income.

Recipient shall monitor the use of any program income, requiring appropriate record keeping and reporting by the Subrecipient as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out as defined in section 570.509 of the federal regulations or change of status of the Subrecipient, (*i.e.*, from Subrecipient to entitlement), all program income on hand or received by the Subrecipient subsequent to the close-out or change of status shall be paid to the Recipient.

Program income attributable to projects funded under this CDBG Subrecipient Agreement and on hand with the Subrecipient when this CDBG Subrecipient Agreement expires, is terminated with or without cause, or received after the Agreement expiration, shall be paid to the Recipient as required by 24 CFR Part 570.503(b)(8) when the Subrecipient ceases to be under continuous Agreement with the Recipient for the operation of CDBG programs. As long as there is no break in the CDBG Subrecipient Agreement period, program income shall be governed by the provisions of this Section.

The Project shall continue to meet the CDBG program national objective per 24 CFR 570.208 as required by 24 CFR 570.503(b)(7)(i). If the Project is not used in accordance with 24 CFR 570.503(b)(7)(i) the Subrecipient shall reimburse the Recipient to comply with the requirements of 24 CFR 570.503 (b)(7)(ii).

N. Reversion of Assets

a. Reversion of Assets. The five (5) year period set forth in 24 CFR 570.503(b)(7) for compliance with one or more national objectives shall be included and contained within the five (5) year compliance period established by the CDBG Covenants.

b. Upon termination of this CDBG Subrecipient Agreement due to default by the Subrecipient after any applicable notice pursuant to the terms hereof, cure and/or grace periods, the Subrecipient shall transfer to the Recipient any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of $25,000 shall:

i. Be used to meet one of the national objectives in 24 CFR Part 570.208 until the end of the five (5) year compliance period established by the CDBG Covenants (pursuant to Section 5.B above – Term of Agreement), or the length of time to be further prescribed by mutual agreement of the Parties.

ii. Be disposed of in such manner that the Recipient is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The payment is Program Income to the Recipient.

iii. If the Subrecipient is a private non-profit organization, the Subrecipient further agrees to a voluntary lien / deed of trust on above-reference property as to any CDBG funds received and that such lien / deed of trust will be notarized and recorded in the Office of the County Recorder. The Subrecipient will utilize the lien / deed of trust form specified by the Recipient, and will be subject to provisions listed in this CDBG Subrecipient Agreement and in the CDBG Covenants.

O. Procurement/Equipment

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of $1,000 or more per unit, is eligible for purchase using CDBG funds only upon prior approval of the Recipient and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by the Subrecipient in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 24 CFR Part 200.313(c). If applicable, the Subrecipient shall also establish procedures for managing equipment, which meet the requirements of 24 CFR Part 200.313(d). Further, proceeds from disposition of

such equipment shall be treated as program income as specified in Section 18 (Program Income) of this CDBG Subrecipient Agreement.

P. Records and Reports

The Subrecipient agrees to supply to the Recipient, on a quarterly and annual basis, any progress reports and/or other reasonable documentation as may be required by the Recipient to audit performance of the Work activities covered by this CDBG Subrecipient Agreement (and the subsequent Property operational activities) and to enable the Recipient to analyze and evaluate utilization of the CDBG funds by the Subrecipient. The Subrecipient shall maintain separate accounting and financial records for each funding (revenue) source in support of the Work.

a. Payment Request Form: Subrecipient shall submit a Payment Request Form (**Exhibit "D"**) and copies of the original supporting documents for payment to the Recipient.

b. Progress Reports: Progress reports for Work activities shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for Work completion; and a summary of expenditures, obligations, program income, and drawdown to date. In addition, the Subrecipient shall provide as part of the progress report any citizen comments received during the reporting period relative to the Work, and responses to such comments, and additional information, as needed. Subrecipient shall submit such report quarterly within thirty (30) days of the close of report period including in the event that no expenditures occurred, which shall be documented in the quarterly report.

c. The Subrecipient shall use the CDBG Monitoring Checklist – Housing/Rehab., hereinafter referred to as "the Checklist," to collect and retain all Work documents to provide the Recipient for its records.

d. Completion Report: The Subrecipient shall prepare and submit to the Recipient a Completion Report within thirty (30) days of completion of Work activities covered by this CDBG Subrecipient Agreement. Said report shall consist of an overview and evaluation of the Work activities, a comparison of milestones' progress, total costs incurred, listing of files, listing of personnel, and other reasonable information requested by the Recipient. The Completion Report shall be made as part of the Quarterly Report Form.

e. Annual HUD/Recipient Reports: The Subrecipient shall submit to the Recipient in a timely manner other reports as requested/required by the Recipient for HUD compliance including, but not limited to the Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports (if applicable), the Affirmative Marketing Report, and provide, as requested by HUD and/or Recipient, information necessary to prepare the any other required reports and/or plans.

f. Audit: The Subrecipient shall be responsible for conducting an annual audit of its CDBG program in compliance with Title 2 CFR Part 200.500 – 200.520 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, as applicable. A copy of said audit shall be forwarded to the Recipient upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by the Subrecipient.

If the Subrecipient does not exceed the expenditure limits per 2 CFR Part 200.000-520, the Subrecipient shall provide the Recipient with a copy of the Subrecipient's latest Audit Report.

Q. Agreement Responsibility for Monitoring and Records

HUD, the Office of the Inspector General (OIG), and the designated representatives of the Recipient, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of the Subrecipient and any agency or contractor with whom the Subrecipient executes a subcontract necessary to carry out any CDBG program(s) for monitoring purposes (24 CFR 200.328, 200.327 and 200.326). The Subrecipient shall respond in a timely manner to all identified corrective action needs as a result of HUD, Recipient, or other monitoring. The Subrecipient shall submit to Recipient all required reports and monitoring corrective action plans on a timely basis, as delineated by the Recipient. Records shall be maintained as follows:

a. The Subrecipient agrees to retain all pertinent records under the CDBG Program, including financial records, until advised by the Recipient that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the Term (see Section 5 above – Term of Agreement) or the fiscal year in which the last project covered by the Recipient's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or the Recipient during the normal business hours of the subrecipient. If at the end of such five (5) year period, there is ongoing litigation, claims, negotiations, audit or other action involving the Subrecipient's or the Recipient's records, which has started before expiration of the five (5) year period, the Subrecipient will retain the records until the completion of the action and resolution of all issues which arise from it as stated in 2 CFR Part 200.333.

b. Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts to the Recipient, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein The Subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

c. Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

R. Inspection Rights

The Subrecipient agrees to allow the Recipient to inspect the Work and the Project at reasonable times upon a minimum 24-hour advance notice.

S. Request for Technical Assistance

The Subrecipient shall refer to the Recipient any regulatory or procedural questions regarding operation of its CDBG program. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated Recipient representative.

T. Hold Harmless and Indemnification

The Subrecipient shall hold the Recipient and the Recipient's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to the Subrecipient's performance of the Work pursuant to this CDBG Subrecipient Agreement, provided such claims, liabilities or expenses were not the result of the gross negligence, willful misconduct or fraud of the Recipient or the Recipient's officers, employees, agents or volunteers. In the event the Recipient and/or any of the Recipient's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, the Subrecipient shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

The Subrecipient also understands and agrees that it is being employed to perform the services provided for by this CDBG Subrecipient Agreement because of the Subrecipient's professed expertise and experience in performing the Work provided for under this CDBG

Subrecipient Agreement. In addition, the Subrecipient understands and agrees that while the Recipient and the Recipient's officers or agents may elect to do so, they have no duty to review, inspect, or supervise the Work performed by the Subrecipient pursuant to this CDBG Subrecipient Agreement, except as otherwise expressly provided for by this CDBG Subrecipient Agreement. As a consequence, the Subrecipient waives any right of contribution against the Recipient or any of the Recipient's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the Work performed by the Subrecipient pursuant to this CDBG Subrecipient Agreement.

U. Insurance

Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees in accordance with the provisions of **Exhibit E**, attached hereto and incorporated herein by reference.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

V. Covenants and Conditions

Each term and each provision of this CDBG Subrecipient Agreement to be performed by the Subrecipient shall be construed to be both a covenant and a condition.

W. Effect of Termination

For Agreements exceeding $10,000 the following applies:

a. Termination of Agreement for Convenience: In accordance with 24 CFR Part 570.509(e) and 2 CFR 200.339, this CDBG Subrecipient Agreement may be terminated by either party after a thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by the Subrecipient shall be effective unless HUD has agreed to release Recipient from its obligations pursuant to the program activity(ies) in **Exhibit B** – Statement of Work. Alternatively, this CDBG Subrecipient Agreement will automatically terminate in the event that the United States Government terminates the CDBG programs or terminates the program activity(ies) which is the subject of the Agreement.

b. Termination of Agreement for Cause: In accordance with 24 CFR 570.509(f) and 2 CFR 200.339, the Parties hereto understand that pursuant to the Recipient's execution of the HUD application, the Recipient assumed responsibility as to the performance of the Work. If through any cause the Subrecipient fails to fulfill in a timely and proper manner its obligations under this CDBG Subrecipient Agreement to undertake, conduct or perform the Work identified in this CDBG Subrecipient Agreement, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this CDBG Subrecipient Agreement, the Recipient shall thereupon have the right to terminate this CDBG Subrecipient Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the Recipient from the Subrecipient is determined.

c. Upon termination, as stated in subsections A or B above of this CDBG Subrecipient Agreement, the Recipient shall be liable to the Subrecipient only for Work done by the Subrecipient up to and including the date of termination of this CDBG Subrecipient Agreement, unless the termination is for cause, in which event the Subrecipient need be compensated only to the extent required by law. The Subrecipient hereby expressly waives any and all claims for damages for compensation arising under this CDBG Subrecipient Agreement except as set forth in this Section in the event of such termination.

d. If this Agreement is terminated pursuant to this Section, the Subrecipient shall remain responsible for compliance with the requirements in 2 CFR 200.343 (Closeout) and 2 CFR 200.344 (Post-closeout adjustments and continuing responsibilities).

X. Taxpayer Identification Number

The Subrecipient shall provide the Recipient with a complete Request for Taxpayer Identification Number and Certification, Form W-9 as issued by the Internal Revenue Service.

Y. Modification of Agreement

Except as provided in Section 3 (Availability of Funds), the tasks described in this CDBG Subrecipient Agreement and all other terms of this CDBG Subrecipient Agreement may be modified only upon mutual written consent of the Recipient and the Subrecipient.

Z. Use of the term "Recipient"

Reference to "Recipient" in this CDBG Subrecipient Agreement includes the designated Recipient representative, or any authorized representative acting on behalf of the Recipient.

AA. Notices

All notices given, or required to be given, pursuant to this CDBG Subrecipient Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above in Section 10 (Designated Representative). When addressed in accordance with Section 10, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual hand delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in Section 10.C.

Notices shall be sent to the Recipient and to Subrecipient's representative at the addresses shown in Section 10 (Designated Representative).

BB. Permits and Licenses

The Subrecipient, at its sole expense, shall obtain and maintain during the Term of this CDBG Subrecipient Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Work under this CDBG Subrecipient Agreement, or as specified in Section 39 (Patents & Royalties).

CC. Waiver

A waiver by the Recipient of any breach of any term, covenant, or condition contained in this CDBG Subrecipient Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this CDBG Subrecipient Agreement whether of the same or different character.

DD. Violation or Breach Agreement Terms

A breach of any of the stipulations contained in this Agreement may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the Agreement, suspension/debarment or any other action determined to be appropriate by the Recipient.

EE. Governing Law

The terms, covenants and conditions of this CDBG Subrecipient Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the County of Ventura.

FF. Integrated Agreement

This CDBG Subrecipient Agreement represents the entire Agreement between the Recipient and the Subrecipient and all preliminary negotiations and agreements are deemed a part of this CDBG Subrecipient Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this CDBG Subrecipient Agreement. This Agreement shall bind and inure to the benefit of the Parties to this CDBG Subrecipient Agreement and any subsequent successors and assigns.

GG. No Assignment without Consent

a. Inasmuch as this CDBG Subrecipient Agreement is intended to secure the specialized services of the Subrecipient, unless a transfer is allowed either (i) in the CDBG Note or (ii) pursuant to subsection B below, the Subrecipient shall not have the right to either (l) assign or transfer this CDBG Subrecipient Agreement, or any part hereof or monies payable hereunder, or (II) modify its own organizational structure (except for transfers of limited partner interests in the Subrecipient), without the prior written consent of the City, which consent will not be unreasonably withheld, and any such assignment or transfer without the City's prior written consent shall be considered null and void.

b. A limited partner(s) may remove and replace the managing general partner of the Subrecipient for cause pursuant the Subrecipient / limited partner agreement. However, the Subrecipient's managing general partner shall not be replaced without prior written approval of the City, and the City shall consider then approve or disapprove such replacement without unreasonable delay.

HH. Patents and Royalties

a. Subrecipient shall provide and pay for all licenses and royalties necessary for the legal use and operation of any of the equipment or specialties used in the Project activities. Certificates showing the payment of any such licenses or royalties and permits for the use of any patented or copyrighted devices shall be secured and paid for by Subrecipient and delivered to the Recipient upon completion of the Project activities, if required.

b. Subrecipient shall assume all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the Project activities and agrees to indemnify and hold harmless the Recipient and its duly authorized representatives from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes.

II. Copyright

Any reports, maps, documents or other materials produced in whole or part by the Subrecipient, its contractor or any subcontractor or person responsible to the Subrecipient under this CDBG Subrecipient Agreement shall be the property of the Recipient and none shall be subject to an application for copyright by or on behalf of the Subrecipient, contractor, subcontractors or any person responsible to the Subrecipient during performance of this CDBG Subrecipient Agreement.

This CDBG Subrecipient Agreement may be executed in counterparts and shall be fully effective as if signed by all parties whether or not the signatures of all the parties appear on the original or on any one copy of this CDBG Subrecipient Agreement.

JJ.Subordination.

A. The Deed of Trust shall be subordinated to each Senior Lien described below and to other liens approved by the Housing Director or designee securing financing set forth in the Approved Financing Plan, if any, but only on condition that all of the following conditions are satisfied:

i. All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

ii. The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

B. The subordination(s) described in this section may be effective only during the original term of the Senior Lien (including any extension options set forth in the documents evidencing the Senior Loan) and any refinancing of the Senior Lien.

C. "Senior Liens" shall mean liens securing repayment of and regulatory agreements associated with the following loans:

1. Bank Taxable construction loan of $25,678,602
2. Bank Tax-Exempt construction loan of $17,651,913 converting to a permanent loan in the amount of $3,500,000
3. Affordable Housing and Sustainable Communities (AHSC) Affordable Housing Development (AHD) permanent loan of $25,000,000
4. Housing Trust Fund Ventura County construction loan $5,000,000
5. City of Oxnard HOME-ARP construction loan converting into a permanent loan the amount of $1,200,000
6. City of Oxnard HOME construction loan converting into a permanent loan in the amount of $1,000,000

XLII. Limited Partner Rights.

The City agrees to the following provisions for the benefit of the Subrecipient's limited partner(s) ("Limited Partner"):

A. The City will give the Limited Partner a copy of any written notice that the City gives to Subrecipient under this CDBG Subrecipient Agreement, the promissory note in favor of the City in the amount of $689,659 ("CDBG Note"), the deed of trust and assignment of rents ("CDBG Deed of Trust"), and a regulatory agreement and restrictive covenants ("CDBG Covenants", and together with the CDBG Note, the CDBG Deed of Trust and this CDBG Subrecipient Agreement (the "CDBG Loan Documents").

B. The City will give the Limited Partner ten (10) days after their receipt of such notice to cure a non-payment of any sum due under the CDBG Loan Documents.

C. The City will give the Limited Partner thirty (30) days after the Limited Partner's receipt of such notice to cure any other default under the CDBG Loan Documents.

D. If a default is incapable of being cured within thirty (30) days, the City will give the Limited Partner sixty (60) days to cure such default provided the Limited Partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period.

E. If the Limited Partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by Borrower;

F. The City will permit insurance and condemnation proceeds to be used to rebuild the Project provided that: (1) sufficient funds are provided from other sources to effectively rebuild the Project as a park, and (2) the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

[Signatures appear on the following pages]

NOW, THEREFORE, the Parties hereto have caused this CDBG Subrecipient Agreement to be executed and attested by their proper officer thereunder duly authorized, all as of the day first above written.

RECIPIENT:
THE CITY OF OXNARD

Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney

APPROVED AS TO INSURANCE:

Lauren Bueling Date
Risk Manager

SUBRECIPIENT:
Aspire Apartments LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit benefit corporation,
Its: Sole Manager and Member

By: Rick Schroeder Date
President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

EXHIBIT B
STATEMENT OF WORK

1. Description of Work

(a) **Park Project**: The Subrecipient will use the $689,659 in CDBG Program funds to construct a park for the primary benefit of low- and moderate-income persons (the "Project")..The Subrecipient will manage the Project for a five (5) year compliance period (pursuant to the CDBG Covenants) as a park for the primary benefit of low- and moderate-income persons/households.

(b) On-going Project Operation: The Subrecipient and the City have executed the CDBG Regulatory Agreement and Restrictive Covenants ("CDBG Covenants") concurrently with this CDBG Subrecipient Agreement. The CDBG Covenants establish a five (5) year compliance period for the Project. During the five (5) year compliance period, the Subrecipient shall operate and maintain the Project development in conformance with the CDBG Covenants and with the requirements of this CDBG Subrecipient Agreement. In case of a conflict between the CDBG Covenants and this CDBG Subrecipient Agreement, the more restrictive covenants, standards, and/or requirements shall apply..

2. Scope of Work: Construction of a Public Park

(a) This CDBG Subrecipient Agreement shall be executed prior to the disbursement of any CDBG funds to the Subrecipient. The Subrecipient agrees that the CDBG Program funds of $689,659 shall be secured through the establishment of a lien in sixth position during the construction phase and fifth position during the permanent phase of financing on the title of the Property. The Subrecipient agrees to take any and all actions necessary to secure, retain, and defend the position of the City's CDBG lien on the title of the Property as set forth in this subsection (a) unless the City has agreed in writing to a different arrangement within the chain of title and the City has issued its written consent to such a change prior to any such change in title being initiated or put into effect.

(b) No later than August 31, 2026, the Subrecipient shall commence Work activities as described in **Exhibit B**. This commencement date may be extended only with prior written approval by the Housing Director or designee in conformance with Section 8 (Work Review Conference). To ensure compliance with all applicable labor code requirements, Borrower shall hire a labor compliance monitor for the duration of construction activities on the Park Project.

(c) No later than June 30, 2028, the Subrecipient shall complete all Work activities as described in **Exhibit B**. This completion schedule may be extended only with prior written approval by the City Housing Director or designee in conformance with Section 8 (Work Review Conference) but shall in no event be extended beyond December 31, 2028.

(d) If the City, in its sole discretion, determines that the Work fails to comply with the Scope of Work standards and requirements described herein, such failure shall constitute an event

of default under the CDBG Deed of Trust and CDBG Note and also this CDBG Subrecipient Agreement.

(e) Subrecipient shall ensure the conveyance of Parcel 2, as described in **Exhibit A** of this Agreement, to Aspire Apartments LP prior to closing escrow on construction financing for the Project and shall obtain written consent from the Oxnard Community Development Commission Successor Agency prior to conveyance.

3. Reporting.

(a) Construction Phase: During the construction of the park, the Subrecipient shall submit quarterly progress reports to the City describing the progress made towards such park. The quarterly reports shall be submitted to the City within 15 days after the end of each quarter.

(b) On-going reporting: See below – Scope of Work: On-Going Project Operation.

4. Scope of Work: On-Going Project Operation.

(a) For each year of the five (5) year compliance period of the CDBG Covenants the Subrecipient shall own, operate and manage the Project in full compliance with all applicable government codes and laws, and to the full satisfaction of the City. The Subrecipient shall allow the park to be used as recreation primarily for the benefit of low- and moderate-income persons / households, in compliance with 24 CFR 570.201 and 24 CFR 570.208 of the federal CDBG regulations, throughout the entire five (5) year compliance period.

(b) The five (5) year compliance period shall commence upon the date of the recordation of a notice of completion (of construction) issued for the Project.

(c) In conformance with the CDBG Covenants: (i) throughout the entire five (5) year of the CDBG Covenants, the Subrecipient shall provide all beneficiary information in a report format and time schedule that (1) is acceptable to the City, and (2) that enables the City to meet all reporting requirements of HUD and the CDBG Program, and (ii) the Subrecipient shall fully assist and cooperate with the City as the City monitors and audits the Project during the five (5) years of the CDBG Covenants. The Subrecipient shall promptly address and resolve all shortcomings of the Project or defects identified by the City to the City's satisfaction.

(d) During the Term of this CDBG Subrecipient Agreement, the Subrecipient shall retain legal ownership of the Property and of all rights, royalties, profits and proceeds generated or caused by the Property.

(f) Reversion of Assets. The five (5) year period set forth in 24 CFR 570.503(b)(7) for compliance with one or more national objectives shall be included and contained within the five (5) year compliance period established by the CDBG Covenants.

EXHIBIT C
SCHEDULE OF COMPENSATION

1. **Compensation.** Subject to the terms and conditions of this CDBG Subrecipient Agreement, and pursuant to the CDBG Note, the City shall provide to the Subrecipient the amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) of CDBG Program funds to enable the Subrecipient to pay for eligible park construction costs. In no instance shall the City be liable for Work costs in excess of $689,659, nor for any unauthorized or ineligible costs. The Subrecipient shall not obligate or expend the funds for any purpose other than for the construction of a park asset forth herein. Payment for the foregoing shall be in accordance with the following procedure:

(a) Concurrently with this CDBG Subrecipient Agreement, the Subrecipient shall execute a promissory note in favor of the City in the amount of $689,659 ("CDBG Note"), a deed of trust and assignment of rents ("CDBG Deed of Trust"), and a regulatory agreement and restrictive covenants ("CDBG Covenants"). The CDBG Deed of Trust and the CDBG Covenants shall be recorded prior to any payment of CDBG Program funds from the City to the Subrecipient. The CDBG Deed of Trust and the CDBG Regulatory Agreement shall be subordinated to other liens and regulatory agreements ("Senior Liens") on the Project as described in Section XLI. of this Agreement, but only on condition that all of the following conditions are satisfied:

(i) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

(ii) The subordination agreement(s) must be structured to minimize the risk that the CDBG Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Subrecipient, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Subrecipient; and (ii) providing the City with a cure period to cure any default.

(iii) The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

The Housing Director or designee is authorized to execute and form of subordination agreement provided by such Senior Lenders and approved as to form by the City Attorney.

(b) The Subrecipient shall submit a completed Subrecipient Payment Request Form (see attached **Exhibit D**, or other form approved by City, with each payment request. Such payment requests may be submitted no more frequently than on a monthly basis. The Subrecipient shall also submit receipts and other documentation that describe the documents, materials, and activities that will be paid for and/or reimbursed with each specific payment request.

(c) The Subrecipient may not request disbursement of CDBG funds until the funds are needed for payment of eligible costs (i.e., reimbursement of eligible park construction costs).

(d) The CDBG Covenants affecting the Project shall provide for the use of the park that primarily benefits low- and moderate-income persons / households for a compliance period of at least five (5) years.

2. Billing. Subrecipient shall submit an invoice and copies of all original supporting documentation to the Recipient at the following address:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

3. Progress Reports. The Subrecipient shall submit quarterly progress reports to the Recipient, using "Neighborly," the City's online platform, or other form approved by the City. The Neighborly platform can be accessed as described as attached to this Agreement as **Exhibit F**.

4. Method of Payment. Payment to Subrecipient of the compensation discussed above shall be based on the submittal and approval of an invoice, and based on conformance with this CDBG Subrecipient Agreement during the Term of this CDBG Subrecipient Agreement, according to the Disbursement Schedule attached to this Agreement as **Exhibit G.** The final disbursement of $68,966 will occur after final inspection of the Work.

5. Sources and Availability of Funds. It is understood by the parties hereto that the funds being used for the purposes of this CDBG Subrecipient Agreement are funds furnished to the City through HUD pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.) (hereinafter referred to as the "Act"). Notwithstanding any other provision of this CDBG Subrecipient Agreement, the liability of the City shall be limited to the CDBG funds that are available. The Subrecipient understands that the City must wait for the release of funds from HUD before grant funds may be advanced or reimbursed. The City shall incur no liability to the Subrecipient, its officers, agents, employees, suppliers, or contractors for any delay in making any such payments, unless such delay is caused by City's intentional misconduct.

6. Relationship to Grant Agreement. The Subrecipient acknowledges and agrees that this CDBG Subrecipient Agreement is subject to the obligations and limitations imposed on the City by the grant agreement for the CDBG Program ("Grant Agreement") executed by HUD and the City, and by all future amendments to the Grant Agreement, and that this CDBG Subrecipient Agreement is intended to be in conformance and harmony with the Grant Agreement. The Subrecipient further acknowledges that if the Grant Agreement is terminated by the United States Government prior to the implementation by appropriation and/or funding of this CDBG Subrecipient Agreement, then

the City shall have the right to terminate or amend this CDBG Subrecipient Agreement by giving written notice of the termination or amendment of the Agreement to the Subrecipient. The Subrecipient hereby expressly agrees to the provisions of the Grant Agreement and further expressly agrees that nothing in this CDBG Subrecipient Agreement shall be deemed to require the City to perform an obligation in conflict with the Grant Agreement. The Subrecipient further agrees that the City's right to enter into amendments to the Grant Agreement is not, and shall not be restricted or impaired, in any way, by this CDBG Subrecipient Agreement.

4. Reimbursement of Improper Expenditures. If at any time within applicable statutory periods of limitation it is determined by the City or by HUD or its duly authorized representatives, or by the United States Secretary of Treasury or duly authorized representatives that funds provided for under the terms and conditions of this CDBG Subrecipient Agreement have been used by or on behalf of the Subrecipient in a manner or for purposes not authorized or prohibited by the Act or regulations adopted pursuant thereto the Subrecipient shall, at the City's request, pay to the City an amount equal to one hundred percent (100%) of the amount improperly expended.

EXHIBIT D

SUBRECIPIENT PAYMENT REQUEST FORM

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Organization:		**Invoice/Request #**	
Project:		**Date Submitted**	
Address:		**Check one:**	HOME ☐ HOME-ARP ☐ CDBG ☐
Contact Person:		**Agreement #**	
Phone:		**Month**	
Email:		**Draw #:**	
		Check one:	
		☐	Quarter 1 (July - Sept)
SUBMIT COMPLETED FORM TO:	David Metchis	☐	Quarter 2 (Oct. - Dec.)
Phone: 805-385-7932	Email: david.metchis@oxnard.org	☐	Quarter 3 (Jan. - March)
		☐	Quarter 4 (April - June)

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL LOAN BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD
Cat. 1 Construction Costs			$ -	
TOTAL		$ -	$ -	$ -

☐ Check this box if this is the final payment. Any balances will be rescinded and returned to the City.

Certification

I certify to the best of my knowledge and belief that this report is true and complete, and accurate, and the expenditures, 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 omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, claims or otherwise. (U.S. Code Title 18. Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Manager / Fiscal Officer

Name _____ Title _____

Signature _____ Date _____

EXHIBIT E

INSURANCE

Exhibit INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

1. Subrecipient 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 Subrecipient, 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 Subrecipient 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

3. Subrecipient 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 Subrecipient; products and completed operations of Subrecipient; premises owned, occupied or used by Subrecipient; or automobiles owned, leased, hired or borrowed by Subrecipient. 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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

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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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-E.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT F

QUARTERLY ACCOMPLISHMENT REPORT

Subrecipient shall submit quarterly accomplishment reports on the Neighborly platform ("Neighborly"). For avoidance of doubt all necessary information shall be submitted at the following Neighborly website (which may be amended from time to time):

https://portal.neighborlysoftware.com/oxnardca

EXHIBIT G

DISBURSEMENT SCHEDULE

Percentage of Project Completion	Percentage of Funds Disbursed	Maximum Disbursement Amount
30%	**30%**	**$206,898**
60%	**30%**	**$206,898**
90%	**30%**	**$206,897**
100%	**10%**	**$68,966**
Total	**100%**	**$689,659**

Final 10% Disbursement to occur after recordation of the Notice of Completion for Project and the Project is 100% occupied by eligible tenants.

Eligible Loan Costs: CDBG eligible park construction costs.

CITY CDBG LOAN
PROMISSORY NOTE

CITY OF OXNARD
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROMISSORY NOTE SECURED BY DEED OF TRUST

$689,659 **Oxnard, California** **_____, 2026**

FOR VALUE RECEIVED, **Aspire Apartments LP**, a California limited partnership ("Subrecipient"), whose address is 1259 E. Thousand Oaks BLVD. Thousand Oaks, CA 91362, hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("City"), whose address is 435 South D Street, Oxnard, California 93030, the principal amount equal to Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659), or so much thereof as may be advanced by City to Subrecipient, together with interest thereon, as set forth below.

1. **PURPOSE.** In order to assist Subrecipient in developing a park available to serve primarily low and moderate income persons at real property located adjacent to 536-538 Meta Street, Oxnard, California 93030 ("Park"), City has agreed to loan to Subrecipient the amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) to cover the costs of constructing the park, which amount is derived from funds received by the City from the United States Department of Housing and Urban Development through the Community Development Block Grant Program ("CDBG Funds").

2. **SUBRECIPIENT'S OBLIGATION.** This City of Oxnard Community Development Block Grant Program Promissory Note Secured by Deed of Trust ("Note") evidences Subrecipient's obligation to pay City the principal amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) ("Loan") for the CDBG Funds loaned to Subrecipient by City for the specific uses designated in that certain Subrecipient Agreement for CDBG Grant Funds by and between Subrecipient and City of even date herewith ("Subrecipient Agreement") and that certain CDBG Regulatory Agreement and Restrictive Covenants by and between Subrecipient and City of even date herewith ("Regulatory Agreement"). This Note is secured by a Deed of Trust and Assignment of Rents by Subrecipient in favor of City of even date herewith ("Deed of Trust," and collectively with this Note, the Subrecipient Agreement and the Regulatory Agreement, the "CDBG Loan Documents").

3. **INTEREST.** Subject to Section 4, this Note shall bear simple interest at the rate of three percent (3%) per annum from the date of the first disbursement under the Subrecipient Agreement. Interest is not compounding.

4. **DEFAULT INTEREST.** In the event of default by Subrecipient of any of its obligations under the CDBG Loan Documents, Subrecipient shall pay to City interest on the outstanding principal of this Note, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, in addition to the interest rate provided in Section 3 above, from the date of the event of default until the date that the event of default is cured or the Loan is repaid in full. The default interest shall be paid monthly and is due to the City on the first day of each month.

5. **AMOUNT AND TIME OF PAYMENT.** The principal and all current and accrued interest on the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the recordation of a notice of completion issued for the Project, or (b) the date the Property is sold or otherwise transferred, except, if Subrecipient is a limited partnership and the affordability covenants are maintained for the duration of the original City affordability period, for a transfer to the general partner(s) of the Subrecipient or, a City approved affiliate thereof, or except as otherwise permitted in the CDBG Loan Documents, or (c) Subrecipient has failed to commence Project activities as set forth in Section VII of the Subrecipient Agreement, or (d) an event of default by Subrecipient which has not been cured as within sixty (60) days after notice thereof by City or such longer period if so specified by the City or in other CDBG Loan Documents. Annual loan payments on the Loan shall be made in accordance with Section 7 hereof. In the event of default by Subrecipient which has not been cured as provided herein, the principal and all current and accrued interest shall be due and payable in accordance with Section 9 of this Note. In any event, the principal and all current and accrued interest shall be due and payable no later than 55 years from the date of recordation of the notice of completion issued for the Project.

6. **DEFINITIONS.** Unless otherwise defined, all capitalized terms in this Note shall have the definition ascribed to such terms in the Subrecipient Agreement.

a. "**ANNUAL FINANCIAL STATEMENT**" means the financial statement for each calendar year prepared at Subrecipient's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to City, which shall form the basis for determining the Residual Receipts.

b. **"ANNUAL OPERATING EXPENSES"** means, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Park and the affordable housing development located adjacent to the Park at 536-538 Meta Street, Oxnard, California 93030 ("Project"), including, but not limited to, pest control, landscaping and grounds maintenance, painting, cleaning, repairs and alterations, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, reasonable property management fee, City monitoring fee, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, salaries, wages, and other employee compensation and benefits, employee education, training, and travel, communication costs, taxes, materials and supplies, any fees or costs in connection with resident/social services provided to tenants, social services oversight fee, any current and accrued annual asset management fee, or similar fee, paid to the Subrecipient's limited partner or its designee. any current and accrued annual partnership management fee, or similar fee, paid to the managing general partner of the Subrecipient, payment of any previously unpaid portion of the

developer fee due, capital adjusted under the Subrecipient's partnership agreement; repayment of any advances or loans made by a partner in the Borrower to fund operating shortfalls; extraordinary operating costs specifically approved by the City, other ordinary and reasonable operating expenses not listed above, and payments of principal and interest on the Senior Loan(s). Operating Expenses shall also include cash deposited into reserves for operating expenses with respect to the Project, not to exceed an amount sufficient to pay at least three (3) months of operating expenses and three (3) months of mandatory debt service payments , or such greater amount as may be required by a senior lender or the Subrecipient's limited partner and approved by the City and capital replacements with respect to the Project in an amount not less than two hundred fifty dollars ($250) per unit and not more than five hundred dollars ($500) per unit, which amounts may increase by 3% annually, or such higher amount as may be required by the Subrecipient's limited partner or Senior Lender(s) and approved by City. The Operating Expenses shall be reported in each Annual Financial Statement. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

c. "**GROSS REVENUE**" means for each calendar year, all revenue, income, receipts, and other consideration actually received by Subrecipient from operation and leasing of the Project. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Subrecipient; (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Project (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Project for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

d. "**RESIDUAL RECEIPTS**" in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

e. **"SENIOR LOAN"** means, collectively, (i) that certain taxable and tax-exempt construction loan to be made to Borrower by [_____] ("Senior Lender") in an aggregate principal approximate amount of $47,497,706 for construction of the Project ("Construction Loan"), which will convert to a Project permanent loan in an approximate amount of $4,593,000 ("Permanent Loan"); (ii) the certain construction loan to be made to Borrower by Housing Trust Fund of Ventura County in the original principal amount of $5,000,000, which loan shall be repaid at permanent loan conversion; (iii) the State Department of Housing and Community Development Affordable Housing and Sustainable Communities (AHSC) Affordable Housing Development (AHD) permanent loan of $25,000,000 ("AHSC AHD Loan") ; (iv) City HOME-ARP construction loan converting into a permanent loan the amount of $1,200,000 ("City HOME-ARP Loan"); and (v) City HOME construction loan

converting into a permanent loan in the amount of $1,000,000 (“AHSC AHD Loan”).

7. **PAYMENTS.** All principal and current and accrued interest shall be due and payable in accordance with the terms set forth in Section 5. Commencing on July 1st of the first year after the date of the recordation of a notice of completion issued for the Project, and on July 1st of each year thereafter for the following fifty-five (55) years Subrecipient shall make an annual Loan payment as follows: (i) while the “AHSC AHD Loan, the City HOME-ARP Loan, and the City HOME Loan are made and outstanding, no payment shall be made on the City CDBG Loan; (ii) while the AHSC AHD Loan is made and outstanding but the City HOME-ARP Loan and the City HOME Loan have not been made or have been fully repaid, ten and thirty-six hundredths percent (10.36%) of fifty percent (50%) of residual receipts for the previous calendar year; and (ii) if the AHSC AHD Loan is not made or at such time as the AHSC AHD Loan, City HOME-ARP Loan and City HOME loan have been fully satisfied, fifty percent (50%) of residual receipts for the previous calendar year (each, an "Annual Payment"). Notwithstanding anything herein to the contrary, in allocation of the pay down of the Loan and the City HOME-ARP Loan and the City HOME Loan, the priority of repayment shall be first repayment in full of the City HOME-ARP Loan, then repayment in full of the City HOME Loan, and thereafter repayment in full of the Loan. No payments shall be due under this Note or the Loan until all payments due under the City HOME-ARP and City HOME Loan have been fully paid. The Subrecipient shall provide the City with any documentation reasonably requested by the City to substantiate the Subrecipient's determination of the Annual Payment. The City shall apply all Annual Payments first to accrued interest, and second to principal. In the event that the City determines that there is an understatement in the amount of an Annual Payment due to City, Subrecipient shall promptly pay to City such understatement, but in any event, no later than within twenty (20) days of notice of such understatement. In the event that City determines that there has been an overpayment in an Annual Payment due to City, City shall pay to Subrecipient the amount of overpayment promptly, but in any event, within twenty (20) days of such determination. If contested, Subrecipient has the right to pay under protest and request an audit by an independent CPA.

8. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of City at the address set forth above, or at such other place as City may designate to Subrecipient in writing from time to time, in any coin or currency of the United States which on the respective Payment Dates thereof shall be legal tender for the payment of public and private debts.

9. **DEFAULT AND ACCELERATION.** This Note is secured by the Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Subrecipient Agreement are hereby made a part of this Note. Subrecipient agrees that the principal and all current and accrued interest, shall, at the option of City, be immediately due and payable upon any event of default as defined in the Subrecipient Agreement which has not been cured pursuant to that Subrecipient Agreement, including without limitation the failure of Subrecipient to make any payment when due. Upon any event of default, City may exercise any other right or remedy permitted under this Note and the CDBG Loan Documents. Notwithstanding anything to the contrary contained in the CDBG Loan Documents, City hereby agrees that any cure of any event

of default made or tendered by Subrecipient's limited partners shall be deemed to be a cure by Subrecipient and shall be accepted or rejected on the same basis as if made or tendered by Subrecipient.

10. **PREPAYMENT OF LOAN**. No prepayment penalty will be charged to Subrecipient for payment of all or any portion of the Loan amounts prior to the end of the term described herein. However, prepayment of the Loan during the term of the Regulatory Agreement shall require City approval and shall not affect Subrecipient's obligations under the Regulatory Agreement.

11. **NO OFFSET.** Subrecipient hereby waives any rights of offset it now has or may hereafter have against City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

12. **WAIVERS.** All presentments, notices of dishonor, and protests are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

13. **CONSENTS AND APPROVALS.** Any consent or approval of City required under this Note shall not be unreasonably withheld or delayed.

14. **NOTICES.** Except as may be otherwise specifically provided herein, any approval, notice, direction, consent request or other action by City shall be in writing and may be communicated to Subrecipient at the principal office of Subrecipient set forth below, or at such other place or places as Subrecipient shall designate in writing, from time to time, for the receipt of communications from City. Copies of all notices which are sent to Subrecipient under the terms of the Loan Documents shall also be sent the additional parties as listed at the address below.

SUBRECIPIENT:	Aspire Apartments LP c/o Many Mansions 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362Attn: President
With copy to:	Goldfarb & Lipman LLP 1300 Clay Street Eleventh Floor Oakland, CA 94612 Attn: Lynn Hutchins
With copy to:	Subrecipient's lenders and investor upon written request from Subrecipient [alternatively can provide upon selection of lender/investor]

15. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Subrecipient and City.

16. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

17. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. **TIME.** Time is of the essence in this Note.

19. **WAIVER.** Any waiver by City of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Subrecipient or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Subrecipient to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of the Subrecipient's obligations under the Loan Documents. Consent by City to any act or omission by Subrecipient shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

20. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both Subrecipient and City.

21. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 21, the Subrecipient, and the Subrecipient's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the City with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City, or (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Subrecipient of personal liability to the extent of actual damages for (i) Subrecipient's fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges (which are not contested by the Subrecipient in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Subrecipient other than in accordance with the Deed of Trust; (iv) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent

domain or by reason of damage, loss or destruction to any portion of the Property; (v) the Subrecipient's indemnification obligations under the Subrecipient Agreement; and (vi) payment to the City of any rental income or other income arising with respect to the Property received by the Subrecipient after the City has given notice to the Subrecipient of the occurrence of an event of default and after the expiration of all applicable notice and cure periods, subject to the rights of any City providing a loan secured by the Property to which the City has subordinated the Deed of Trust.

22. **DEVELOPER FEE.** The City shall limit the cash developer fee plus any deferred developer fee repaid in a priority position ahead of residual receipts up to a total of $2,500,000. Any amount of developer fee above $2,500,000 shall be contributed as general partner equity or structured as a deferred developer fee solely repaid out of the Subrecipient's share of residual receipts. The maximum developer fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower) for development and construction services approved by the City may be revised from time to time. Except for the developer fee, the fees set forth in the definition of "Annual Operating Expenses" as set forth in Section 6.b of this Note, compensation paid under the management agreement for the affordable housing development, and compensation paid under the services agreement for the affordable housing development, no compensation from any source shall be received by or be payable to the Subrecipient, any entity Controlled by the Subrecipient or any general partner of Subrecipient in connection with the provision of development and construction management services for the construction of the Park Project.

(signature appears on following page)

IN WITNESS WHEREOF, the Subrecipient has executed this Note as of the day and year first above written.

SUBRECIPIENT:

Aspire Apartments LP, a California Limited Partnership

By: Aspire Apartments LLC, a California Limited Liability Company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California nonprofit public benefit corporation,
Its: Sole Manager and Member

By: _____
Rick Schroeder,
President and Chief Executive Officer

CITY OF OXNARD CDBG REGULATORY AGREEMENT AND RESTRICTIVE COVENANTS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: CITY OF OXNARD Housing Department 435 S D Street Oxnard, CA 93030 Attention: Housing Director No recording fee pursuant to California Government Code Section 6103 & 27383	
APN: 201-0-213-100; 201-0-213-080 201-0-213-090	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF OXNARD CDBG REGULATORY AGREEMENT AND RESTRICTIVE COVENANTS

These CITY OF OXNARD CDBG REGULATORY AGREEMENT AND RESTRICTIVE COVENANTS ("CDBG Covenants") are made and entered into on or about_____, by and between the City of Oxnard, a municipal corporation (the "City" or "Recipient"), and Aspire Apartment LP, a California limited partnership (the "Subrecipient").

RECITALS

A. The City is a Participating Jurisdiction in the funding programs of the federal Department of Housing and Urban Development ("HUD") and has received funds from HUD pursuant to the Community Development Block Grant program ("CDBG Program") to be used pursuant to applicable federal regulations (24 CFR Part 570).

B. Subrecipient owns that certain real property located at 536-538 Meta Street, Oxnard, California 93030, as more particularly described in Exhibit A (the "Property"), upon which Subrecipient intends to construct a park open to the public to primarily benefit Low- and Moderate-income Persons (the "Project").

C. The City has provided a loan to the Subrecipient in the amount of Six Hundred and Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) for the purpose of assisting the Subrecipient with the costs necessary for the construction of the Project (the "Work").

D. The City and the Subrecipient wish to assure that the Project will be maintained in good condition in conformance with these CDBG Covenants for the entire Term of these CDBG Covenants, as defined below.

E. The purpose of these CDBG Covenants is to regulate the use of the Project. These CDBG Covenants are intended to run with the land and be binding on the Subrecipient and its successors and assigns in the Property.

F. These CDBG Covenants are subject to the terms and conditions of the CDBG Subrecipient Agreement between the Recipient and the Subrecipient of even date herewith.

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

ARTICLE I. DEFINITIONS

Section 1.01 "Area Median Income" means the county wide median income in the then currently published guidelines of the U.S. Department of Housing and Urban Development.

Section 1.02 "CDBG Loan" means the loan of CDBG Program funds in the amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) made by the City to the Subrecipient to assist with payment of the cost of the Work pursuant to the CDBG Subrecipient Agreement and the CDBG Note.

Section 1.03 "CDBG Subrecipient Agreement" means the Subrecipient Agreement for CDBG Grant Funds Between the City of Oxnard and Aspire Apartments LP for Park Costs in the City of Oxnard executed by and between the Subrecipient and the City concurrently herewith and setting forth the terms and conditions governing the CDBG Loan.

Section 1.04 "CDBG Deed of Trust" means that certain Deed of Trust with Assignment of Rents executed by and between the Subrecipient and the City and recorded concurrently herewith as security for the CDBG Loan with the Subrecipient as trustor and the City as beneficiary, as well as any amendments to, modifications of, and restatements thereto.

Section 1.05 "CDBG Loan Documents" are collectively the CDBG Subrecipient Agreement, the CDBG Note, the CDBG Deed of Trust, and these CDBG Covenants as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

Section 1.06 "CDBG Note" means the City of Oxnard Community Development Block Grant Program Promissory Note Secured by Deed of Trust executed by the Subrecipient concurrently herewith in favor of the City in the amount of Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine Dollars ($689,659) evidencing the CDBG Loan, which is secured by the CDBG Deed of Trust, as well as any amendments to, modifications of, or restatements thereto.

Section 1.07 "Low-income household" means a household having an income equal to or less than the Section 8 very low-income limit established by HUD (i.e. 50% or less of Area Median Income adjusted for family size by the State Department of Housing and Community Development) pursuant to 24 CFR 570.3.

Section 1.08 "Moderate-income household" means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD (i.e. 80% to 51% of Area Median Income adjusted for family size by HUD) pursuant to 24 CFR 570.3.

Section 1.09 "Term" means the five (5) year compliance period during which the Project must meet the requirements imposed under the CDBG Program, commencing upon the date of the recordation of a notice of completion (of functional equivalent) issued for the Project. Regarding the reversion of assets, the five (5) year period set forth in 24 CFR 570.503(b)(7) for compliance with one or more national objectives shall be included and contained within the five (5) year compliance period established by these CDBG Covenants.

Article II. TERMS AND COMPLIANCE

Section 2.01 The Subrecipient's actions with respect to the Property, the Project and the use of funds from the CDBG Loan shall at all times be in full conformity with all of the requirements of the CDBG Loan Documents.

Section 2.02 These CDBG Covenants shall be effective throughout the Term, as defined above.

Section 2.03 The Subrecipient shall comply with all requirements imposed on projects assisted under the CDBG Program (24 CFR Part 570) in effect on the date that the CDBG Loan is executed by all parties, and as the same may be amended from time to time.

Section 2.04 These CDBG Covenants shall be covenants running with the land as defined in California Civil Code section 1462. Pursuant to Civil Code section 1468 which governs such covenants, the provisions of these CDBG Covenants shall be binding upon all parties having any right, title, or interest in any of the properties described herein, or any portion thereof and on their heirs, successors in interest and assigns for the Term of these CDBG Covenants. The parties agree that all future deeds or transfers of interest regarding the Property shall include the restrictions of these CDBG Covenants for as long as the Covenants are in effect.

Section 2.05 The Subrecipient, by and for itself and any successors in interest, covenants and agrees that for the entire Term of these CDBG Covenants there the Project will be used as a park open to the public during reasonable daylight hours, subject to reasonable security measures, primarily benefitting low- and moderate-income persons. Change in use of the Project or transfer of any of the Projecting violation of these CDBG Covenants shall be void unless authorized by the prior written consent of the City.

Section 2.06 In the event that the Subrecipient ceases to use the Property as park as set forth in Section 2.05, or if the Property is transferred, assigned, leased, sold, encumbered or foreclosed whether voluntarily or involuntarily within the Term of these CDBG Covenants, without the prior written consent of the City, the Subrecipient shall repay to the City all CDBG funds loaned to the Subrecipient and invested in the Project, subject to a reasonable notice and cure period.

Article III. Intentional Omitted

Article IV. REPORTING AND ON-GOING OPERATIONS

Section 4.01 On-Going Project Operation. For each year of the Term of these CDBG Covenants, the Subrecipient shall maintain the Park in good condition and for its intended use.

Section 4.02 Inspection, Records and Monitoring

(a) All required reports and supporting materials that are required by these CDBG Covenants shall be retained by the Subrecipient for a period of no less than five (5) years. The Subrecipient shall make all such reports and materials available to the City or its representative for review and copy within ten (10) days after any request by the City to review such reports.

(b) The Subrecipient shall permit the City or its representative to conduct annual compliance monitoring, including performing on-site records review and inspections of the Project development and Property, as required by regulation or reasonably requested by the City. The City shall provide reasonable notice in writing no less than forty-eight (48) hours prior to inspection.

Article V. GENERAL

Section 5.01 These CDBG Covenants shall not be subordinate to any deed of trust, agreement and/or other obligations of the Subrecipient concerning the Property, except for Senior Liens described in Section XLI.C of the CDBG Subrecipient Agreement and may be subordinated in priority only as to other liens and encumbrances otherwise approved in writing by the City.

Section 5.02 Notices required to be sent to the City hereunder shall be sent by certified mail, return receipt requested, to the following address:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

Notices to Subrecipient shall be to:

Aspire Apartments LP
c/o Many Mansions
1259 E. Thousand Oaks Blvd.
Thousand Oaks 91362
Attn: President & CEO

With copy to:

Goldfarb & Lipman LLP
1300 Clay Street
Eleventh Floor
Oakland, CA 94612
Attn: Lynn Hutchins

The Subrecipient hereby specifically acknowledges and agrees to be bound by the covenants contained herein regarding the affordability of the Project and its affordable housing units.

These CDBG Covenants may be executed in counterparts and shall be fully effective as if signed by all parties whether or not the signatures of all the parties appear on the original or on any one copy of these CDBG Covenants.

[Signature blocks appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed these CDBG Covenants as of the day and year first above written.

RECIPIENT:
THE CITY OF OXNARD

By: Brenda Lopez Date
Housing Director

APPROVED AS TO FORM:

By: Stephen M. Fischer Date
City Attorney

SUBRECIPIENT:
ASPIRE APARTMENTS LP, a California limited Partnership

By: Aspire Apartments LLC, a California limited liability Company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California non-profit public benefit corporation,
Its: Sole Manager and member

By: Rick Schroeder Date
President & and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

(Place Notary Seal Above)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

(Place Notary Seal Above)

CITY CDBG LOAN
DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Housing Department
435 S D Street
Oxnard, CA 93030
Attention: Housing Director

No recording fee pursuant to California
Government Code Section 27383

APN: 201-0-213-080; 201-0-213-090
201-0-213-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AFFECTING REAL PROPERTY

WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures CDBG Promissory Note, Subrecipient Agreement, and Regulatory Agreement)

This DEED OF TRUST AFFECTING REAL PROPERTY WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made on _____, 2026 between Aspire Apartments LP, a California limited partnership, herein called TRUSTOR, whose address is 1259 E. Thousand Oaks Boulevard Thousand Oaks, CA 91362, to OLD REPUBLIC TITLE COMPANY, as trustee, herein called TRUSTEE, and the City of Oxnard, a municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at 536-538 Meta Street, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain Subrecipient Agreement For CDBG Grant Funds of even date herewith (the "Subrecipient Agreement'), that certain City of Oxnard CDBG Regulatory Agreement and Restrictive Covenants of even date herewith, and that certain City of Oxnard Community Development Block Grant Program Promissory Note Secured by Deed of Trust dated _____, 2026, in the face amount of $689,659 made by Trustor to the order of the Beneficiary (together with the Deed of Trust, the "CDBG Loan Documents"). This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each

and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, in a manner not allowed by the agreements secured by this Deed of Trust or without the written consent of the Beneficiary being first had and obtained or as set forth in the Subrecipient Agreement, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The Trustor's investor limited partner shall have the rights provided to it in the other CDBG Loan Documents.

As of the date hereof, Internal Revenue Code (IRC) Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under IRC Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or instrument in lieu of foreclosure. In the event that the

regulatory agreement required by the California Tax Credit Allocation Committee is recorded against the Property, the Beneficiary agrees to comply with the provisions set forth in IRC Section 42(h)(6)(E)(ii).

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to it at its address hereinbefore set forth.

Exhibit A is attached hereto and incorporated herein.

(Signature appears on following page)

SIGNATURE OF TRUSTOR

Aspire Apartments LP, a California limited partnership

By: Aspire Apartments LLC, a California limited liability company,
Its: Managing General Partner

By: Many Mansions, a California Nonprofit Corporation, a California non-profit public benefit corporation,
Its: Sole Member and Manager

By:_____ _____
Rick Schroeder, Date
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Place Notary Seal Above)
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN's: 201-0-213-080 and 201-0-213-090

PARCEL TWO:

Lot 6 in Block "A" of the Rice Tract, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 1A, Page 34 of Maps, in the Office of the County Recorder of said Ventura County.

APN: 201-0-213-100

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND MNS ENGINEERS, INC.

This First Amendment ("First Amendment") to the Professional Services Agreement Between the City of Oxnard and MNS Engineers, Inc. ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and MNS Engineers, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on, January 1, 2026, by City and Consultant.

RECITALS

WHEREAS, under the Agreement Consultant provides labor and environmental compliance consulting services; and

WHEREAS, the City anticipates the need for labor and environmental compliance services for the Aspire Apartments, Cypress Place II, and the Riverpark Specific Plan Addendum, and other new projects, as needed.

Now therefore, City and Consultant agree as follows:

1. The not to exceed amount listed in Section 5 of the Agreement, "$220,000" is hereby amended to "$291,000."

2. The not to exceed total of "$220,000" in Exhibit B of the Agreement is hereby amended to state: "$291,000." Additionally, the following sentence in Exhibit B: "Consultant shall provide labor and environmental compliance services at the rates listed below for new projects not identified above:" is hereby deleted and replaced in its entirety with the following, "Consultant shall provide labor and environmental compliance services at the rates listed in Exhibit B-1 for the Aspire Apartments, Cypress Place 2, and the Riverpark Specific Plan Addendum, for any new projects not listed in Exhibit B or B-1 services shall be provided at the rates listed below, as needed."

3. The proposals for the Aspire Apartments, Cypress Place II, and the Riverpark EIR Addendum projects are hereby incorporated by this reference to the Agreement as Exhibit B-1.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Agent[2]

MNS Engineers, Inc.

Peter Minegar Mar 19, 2026

boxSIGN 47R2D739-1XLWLJLJ Peter Mineger, AICP, VP Planning Date

Tanya Bilezikjian Mar 19, 2026

boxSIGN 47K2BBR3-1XLWLJLJ Tanya Bilezikjian, Secretary Date

ATTEST:

_____ _____

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

APPROVED AS TO FORM:

PWR 3/25/26

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

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[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBIT B-1

PROPOSALS

MNS

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Aspire Apartment Project

FEE PROPOSAL

Engineer's Estimate: $38,220,000.00 with HOME-ARP and HCD AHSC funds
Estimated Construction Term: 20 months
Estimated Consultant Services Term: 24 months

Position: Labor Compliance Officer and Analyst (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 836 Hours
Cost Proposal Amount: $118,660.00

Estimated Work Hours

Pre-Bid Phase

Task Description	Hours
Assist in preparation for the Notice of Inviting Bids and Bid Package/Specifications to ensure compliance forms and language are provided • HUD BABA Rules and proof of purchase documentation process • Federal DBA prevailing wage decision and DIR prevailing wage determination • Section 3 Reporting Requirements, Goals, and Outreach Efforts • Federal and State compliance bid forms • HUD 4010 Provisions • Equal Employment Opportunity Certification	5
Pre-Bid Meeting Responsibilities: • Prepare compliance presentation and if requested by City, meeting agenda • Present compliance presentation at meeting	5
Bid Opening Responsibilities: • Review of accepted bids • Prepare Bidders Compliance Analysis Report • Conduct and filing of contractor verifications	5
Total	15

Pre-Construction Phase

Task Description	Hours
Prepare Contract Award Package to be HCD and HUD-approved	1
Prepare and distribute compliance reporting and onsite posting packets to contractors	2
Participate in pre-construction meeting and present compliance forms and requirements	3
Assist contractors with pre-construction compliance documents and review	15
Total	21

Pre-Construction Documents

• Applicable Local, Federal, and State compliance forms	• Section 3 Commitment and Hiring Plan
• Authorization/Designation of Payroll Officer	• HUD BABA certifications
• DAS 140 & 142 forms	• Onsite Employee Posters and DBA prevailing wages
• Apprenticeship Hiring Ratio – journeyman/apprentice ratio	• Onsite Project Announcement
• Fringe Benefit Statement	• Onsite Employee Interview templates

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Biweekly Status Reports for distribution to prime contractor and City management teams (5 hours per week for 91 weeks)	455
Verification of Section 3 Worker certifications/status. Prepare Monthly Section 3 Worker Goals Reports (3 hours per week for 91 weeks)	273
Conduct 18 onsite employee interviews (3 hours per site visit)	54
Total	782

MNS

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Aspire Apartment Project

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	2
Prepare compliance close-out (finalize contractors' compliance, BABA files, and labor hours/wage reporting and Section 3 Performance Report for IDIS) and file delivery	10
Participate in Close-out Meeting/File Review	2
Assist with preparation of HUD Semi-Annual and Annual reports	4
Total	18

MNS Engineers offers the services described in our proposal for the hourly rates stated below. MNS confirms that the hourly rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies. The hourly rates will be locked in for the year of 2026.

Rate Schedule – rates subject to 3% increase on the 1st day of each new year after 2026

Name/Title	Hourly Rate
Labor Compliance Officer	$155
Compliance Analyst	$115

Project Information: Other funding sources are pending. The City of Oxnard (City) will inform MNS of the remainder of the funding sources information when available. If the other funding sources trigger additional compliance requirements, MNS will inform the City and may request funding for additional reporting responsibilities.

If additional construction work is added onto the original advertised scope of work to result in extended construction work term, MNS will inform the City and may request funding for additional reporting responsibilities.

The City's sub-recipient is called Mini Mansions. MNS to provide assistance with bid package preparation and HUD BABA documentation and/or waiver requests to Mini Mansions when requested.

For any questions regarding this Fee Proposal, please contact:

Damien Delany: 562-200-7177 (Mobile)
Sandra Lee: 562-743-5014 (Mobile)

MNS

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Cypress Place 2 Project

FEE PROPOSAL

Engineer's Estimate: Pending - $1.2M HOME-ARP Funds and various local and State funds
Engineer's Estimate: $22,348,462.00
Estimated Construction Term: 18 months
Estimated Consultant Services Term: 23 months

Position: Labor Compliance Officer and Analyst (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 754 Hours
Not-to-Exceed Proposal Amount: $107,030.00

Estimated Work Hours

Pre-Bid Phase

Task Description	Hours
Assist in preparation for the Notice of Inviting Bids and Bid Package/Specifications to ensure compliance forms and language are provided • Federal DBA prevailing wage decision and DIR prevailing wage determination • Section 3 Rules, Goals, and Outreach Efforts • Federal compliance bid forms • HUD 4010 Provisions • Equal Employment Opportunity Certification	3
Pre-Bid Meeting Responsibilities: • Prepare compliance presentation and if requested by City, meeting agenda • Present compliance presentation at meeting	5
Bid Opening Responsibilities: • Review of accepted bids • Prepare Bidders Compliance Analysis Report • Conduct and filing of contractor verifications	5
Total	13

Pre-Construction Phase

Task Description	Hours
Prepare Contract Award Package to be HUD-approved	1
Prepare and distribute compliance reporting and onsite posting packets to contractors	1
Participate in pre-construction meeting and present compliance forms and requirements	3
Assist contractors with pre-construction compliance documents and review	12
Total	17

Pre-Construction Documents

• Applicable Local, Federal, and State compliance forms	• Section 3 Commitment and Hiring Plan
• Authorization/Designation of Payroll Officer	• Onsite Employee Posters and DBA prevailing wages
• DAS 140 & 142 forms	• Onsite Project Announcement
• Apprenticeship Hiring Ratio – journeyman/apprentice ratio	• Onsite Employee Interview templates
• Fringe Benefit Statement	

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Biweekly Status Reports for distribution to prime contractor and City management teams (5 hours per week for 82 weeks)	410
Verification of Section 3 Worker certifications/status. Prepare Monthly Section 3 Worker Goals Reports (3 hours per week for 82 weeks)	246
Conduct 18 onsite employee interviews (3 hours per site visit)	54
Total	710

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Cypress Place 2 Project

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	2
Prepare compliance close-out (finalize contractors' compliance, labor hours/wage reporting and Section 3 Performance Report for IDIS) and file delivery	8
Participate in Close-out Meeting/File Review	2
Assist with preparation of HUD Semi-Annual and Annual reports	2
Total	14

MNS Engineers offers the services described in our proposal for the hourly rates stated below. MNS confirms that the hourly rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies. The hourly rates will be locked in for the year of 2026.

If additional construction work is added onto the original advertised scope of work to result in extended construction work term, MNS will inform the City and may request funding for additional reporting responsibilities.

Rate Schedule – rates subject to 3% increase on the 1st day of each new year after 2026

Name/Title	Hourly Rate
Labor Compliance Officer	$155
Compliance Coordinator	$115

For any questions regarding this Fee Proposal, please contact:

Damien Delany: 562-200-7177 (Mobile)
Sandra Lee: 562-743-5014 (Mobile)

February 12, 2026

City of Oxnard - Housing Department
Attn: David Metchis, Planner
435 South D Street
Oxnard, CA 93030

SUBJECT: Proposal for CEQA Compliance Services for the RiverPark Specific Plan Addendum, City of Oxnard, California

Dear Mr. Metchis,

MNS Engineers, Inc. (MNS) is pleased to submit a proposal to the City of Oxnard (City) for California Environmental Quality Act (CEQA) compliance for the RiverPark Specific Plan (project), located in the City of Oxnard, California.

MNS understands that the RiverPark Specific Plan is comprised of a 702-acre new community located at the northeast portion of the intersection of the Ventura Freeway and the Santa Clara River in southern Ventura County, California, bordered by the Ventura Freeway to the south, Vineyard Avenue to the east and the Santa Clara River to the west. The project involves an amendment to the RiverPark Specific Plan to modify the allowed uses with Planning District E (East Peripheral Commercial District) from "Public Facilities" to "Commercial: Regional" which will allow offices, retail and take-out restaurants. No change is proposed to maximum allowable square footage or intensification of development, which is currently 110,000 square feet of freeway-oriented commercial uses.

The project proposes an amendment to the Specific Plan. The project site was previously evaluated within an Environmental Impact Report (EIR) for the RiverPark Project prepared in 2000-2001 and certified in July 2002, and 15 previous addenda have been prepared for other proposed changes to the Specific Plan. The project applicant has submitted requests to change the land use to be consistent with the original land uses proposed in the 2002 Specific Plan. No increase in the amount of development is anticipated, and the project proposes to comply with the amount of square footage currently allowed in the Planning District (approximately 60,000 square feet).

The attached scope of work is for the preparation of a CEQA addendum (#16) to the 2002 EIR with updated technical studies prepared by the applicant to be prepared in compliance with CEQA.

Should you have any questions about the proposed scope of work, do not hesitate to contact me via email at **dleight@mnsengineers.com** or phone at **951.344.5264.**

Sincerely,
MNS Engineers, Inc.

Peter Minegar, AICP
Vice President – Planning

Debra Leight
Environmental Planning Practice Lead

MNS DETAILS

LEGAL NAME
MNS Engineers, Inc.

FIRM OWNERSHIP TYPE
C-Corporation

YEAR FIRM ESTABLISHED
1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIR No. 1000003564

LOCAL OFFICE
3850 Vine Street, #110
Riverside, CA 92507

AUTHORIZED SIGNATURE
Peter Minegar, AICP
Vice President, Planning
951.541.3011 Mobile
pminegar@mnsengineers.com

PROJECT CONTACT
Debra Leight
Env. Planning Practice Lead
951.344.5264 Direct
dleight@mnsengineers.com

SECTION 1

PROJECT APPROACH AND SCOPE

Detailed Project Approach and Scope of Work

MNS has prepared the following scope of work for preparation of an addendum compliant with CEQA Section 15164 to the RiverPark Specific Plan prepared in 2000-2001 and certified in July 2002.

An addendum can be prepared instead of a subsequent or supplemental environmental document when:

- Only minor technical changes or additions are needed for a previously certified EIR or adopted negative declaration (ND).
- The project changes do not result in any new significant environmental effects or a substantial increase in the severity of previously identified effects.

These circumstances are assumed for the project. The Addendum to the previously certified EIR is intended to be a limited, focused supplemental analysis but provides only the analysis necessary to confirm that none of the conditions triggering a Subsequent or Supplemental EIR under State CEQA Guidelines §15162 have occurred. As such, the Addendum will include a sufficient level of analysis to support the conclusions. Please note that the Addendum analyzes only the effects associated with the project modifications, and all other sections of the EIR remain unchanged and do not need to be updated.

TASK 1 – Project Initiation

Task 1.1 – Project Kick-Off Meeting and Project Initiation

To begin the project, MNS will initiate and set up the project and facilitate a CEQA kick-off meeting with City staff. Topics discussed during the meeting will include CEQA approach, timeline, communication protocols, and any other required CEQA process discussion items. MNS will prepare a meeting agenda and provide meeting minutes after the kick-off meeting.

Deliverables:

- ✓ Meeting Agenda in electronic format
- ✓ Meeting Minutes in electronic format

Task 1.2 – Data Collection and Analysis

MNS will conduct a review of information provided by the City, including but not limited to the project application, site plan, Specific Plan, EIR and previous addenda, and any technical documents provided by the City and applicant. MNS will prepare a data needs request if additional data is needed, and after a review of the data provided by the City, MNS may also provide any feedback or requested modifications regarding the data provided. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data.

Deliverables:

- ✓ Data needs request in electronic format

- ✓ Email summarizing any comments or requested modifications for any data provided by the City

TASK 2 – CEQA Addendum Preparation

Task 2.1 – Project Description

MNS will develop a Project Description for inclusion in the Project Description section of the Addendum to reflect the latest proposed project components utilizing the most recent Specific Plan provided by the City. A history of Specific Plan changes and associated addenda will be included in the Project Description. Once complete, MNS will submit the Project Description to the City for review and comment. After receiving comments and making the appropriate changes, MNS will submit a final revised version of the Project Description, which will be the basis for the project's environmental analysis.

Deliverables:

- ✓ Draft Project Description in electronic format
- ✓ Final Project Description in electronic format

Task 2.2 – Addendum

Task 2.2.1 – Administrative Draft Addendum

MNS will prepare an Administrative Draft Addendum for review by City staff. The EIR Addendum will analyze the impacts associated with the proposed project's land use changes compared to the project analyzed in the 2002 EIR certified by the City in July 2002 as well as previous addenda. MNS will use the Project Description and Specific Plan in the analysis. The addendum will address the City's CEQA Significance Threshold Guidelines (Resolution No. 15,838, adopted December 3, 2024), including the following impact areas:

Aesthetics and Urban Design	Land Use and Planning
Agriculture Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services and Recreation
Energy	Transportation and Circulation
Geology and Soils	Tribal Cultural Resources
Greenhouse Gas Emissions	Utilities and Service Systems
Hazards and Hazardous Materials	Wildfire
Hydrology and Water Quality	Cumulative Impacts and Mandatory Findings

MNS does not propose the preparation of any additional technical studies to support the Addendum, as we understand the project is not anticipated to meaningfully change the intensification of proposed project land uses compared to land use changes evaluated in previous addenda as well as the buildout analyzed in the 2002 EIR, which includes the site designated for Commercial Regional uses, which is proposed in the modified project. This scope of work assumes that the analysis of technical issues like air quality, greenhouse gas emissions, noise, and traffic will be qualitative, and no modeling work is anticipated. Each response will include a conclusion regarding the significance of the modified project's impact in comparison to previously approved analyses, which may be determined to be potentially significant unless mitigated, less than significant, or no impact (no potentially significant impacts are anticipated).

Task 2.2.2 – Final Addendum

Once reviewed by City Staff, MNS will review the City's comments and revise the Addendum to be finalized for approval. If warranted, MNS will schedule a conference call with City Staff to review any substantive comments and finalize the Addendum. MNS will then revise the Addendum based on comments from City staff and provide a final copy to City staff ahead of project hearings. No notices or public review are anticipated to be required with an addendum.

Deliverables:

- ✓ Draft EIR Addendum in electronic format
- ✓ Final EIR Addendum in electronic format
- ✓ Environmental Record
- ✓ Three (3) hard copies of the Addendum, with appendices on a USB Drive (if requested)

Task 2.2.3 – Notice of Determination and State Clearinghouse Distribution

MNS will prepare a Notice of Determination in accordance with Section 15075 of the State CEQA Guidelines for the City to file with the County Clerk. We recommend that the City file the Notice of Determination within 5 days of approving the addendum to establish a 30-day statute of limitations. It is assumed that City Staff will coordinate distribution to affected agencies and interested parties, and the City will cover the cost of the California Department of Fish and Wildlife and County filing fee. MNS can also assist the City in coordination with the State Clearinghouse for document upload onto CEQANet.

Deliverables:

- ✓ Notice of Determination in electronic format

TASK 3 – Project Management and Coordination

Task 3.1 – Project Management and Coordination (T&M)

MNS's assigned Project Manager will work closely with the City who will serve as the main point of contact for the project, and other City staff. This approach optimizes communication between the involved parties. Management activities include coordinating with the project team, ensuring the proposed timeline is met, monitoring the project budget and progress, and providing quality control review of all completed work products. As a preliminary estimate, MNS has allocated 14 hours of project management time for this effort for the duration of the project, estimated at 15 weeks.

MNS's Project Manager will develop a regular meeting schedule with City staff, assuming one half-hour meeting with City staff once every month, to coordinate project status and action items throughout the project. It is assumed that these check-in meetings will be held remotely via Microsoft Teams. This task also assumes consultation with City staff regarding input on CEQA procedures, requirements, processes, and substantive issues, and any discussion of impacts. As a preliminary estimate, 10 hours of meeting time have been included. No public meetings are assumed, however, MNS can be available for project hearing support on an as-needed time and materials basis if requested by the City (refer to optional Task 3.2 below).

Task 3.2 – Participation in Public Hearings - Optional (T&M)

As an optional task, MNS's assigned Project Manager will participate in up to two virtual public hearings to discuss the results of the CEQA analysis and provided additional as-needed support to the City. As a preliminary estimate, MNS has allocated 6 hours of project management time for this effort, estimated at 3 hours per meeting.

Project Schedule

An average addendum project, in our experience, requires approximately 3-4 months from notice to proceed to Addendum approval. Once MNS has a written notice to proceed, MNS can begin work immediately and a first draft of the addendum can be provided within four weeks. MNS will work with the City to develop a date specific schedule during project initiation and kick-off to determine the amount of time needed for City review for each deliverable.

SECTION 2

COST QUOTATION AND BUDGET SUMMARY

All services will be provided on a Time and Materials (T&M) basis. The City will be invoiced only for the actual hours expended on the project, which may be less than the amount reflected in this cost estimate if the required level of effort is lower than anticipated in the scope of work.

Task	Subtotal
Task 1 - Project Initiation	
Task 1.1 – Project Kickoff Meeting and Project Initiation	$ 1,630
Task 1.2 – Data Collection and Analysis	$ 1,320
Task 1 Subtotal	$ 2,950
Task 2 – CEQA Addendum Preparation	
Task 2.1 – Project Description	$ 2,065
Task 2.2 – Addendum (Draft and Final)	$ 16,575
Task 2.3 – NOD	$ 670
Task 2 Subtotal	$ 19,610
Task 3 - Project Management and Coordination	
Task 3.1 – Project Management and Coordination (T&M)	$ 6,330
Task 3.2 – Participation in Public Hearings - Optional (T&M)	$ 1,720
Task 3 Subtotal	$ 8,070
Reimbursables (Mileage, Printing, etc.)	$ 0
Total without Optional Task	**$ 28,790**
Total with Optional Tasks	**$ 30,530**

Task	Principal $ 290	Principal Planner $ 185	Technical Specialist $ 235	Associate Planner $ 150	GIS Tech $ 125	Hours Total	Reimbursable Costs	Subtotal
Task 1 - Project Initiation								
Task 1.1 - Kick-Off Mtg and Project Initiation	4	2				6		$ 1,530
Task 1.2 - Data Collection	2	4				6		$ 1,320
Task 1 Subtotal								***$ 2,850***
Task 2 - CEQA Addendum Preparation								
Task 2.1 - Project Description	2	6			3	11	$ -	$ 2,065
Task 2.2 - Addendum (Draft and Final)	6	40	16	24	3	89		$ 16,875
Task 2.3 - NOD and State Clearinghouse Distribution		2		2		4	$ -	$ 670
Task 2 Subtotal								***$ 19,610***
Task 3 - Project Management and Coordination								
Task 3.1 - Project Management and Coordination	18	6				24		$ 6,330
Task 3.2 - Participation in Public Hearings - Optional	6							$ 1,740
Task 3 Subtotal								***$ 8,070***
Total Hours	38	60	16	26	6	140		
Total								**$ 30,530**

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND MNS ENGINEERS, INC.

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Consultant MNS Engineers, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP), for Project seeking Professional Services to provide obtain on-call labor and environmental compliance services from for existing and new projects that require these services; and

WHEREAS, Consultant submitted a proposal dated October 13, 2025 (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP;

WHEREAS, City is working with various developers to complete the construction of the various development projects which require labor compliance monitoring and anticipates starting construction on new development projects that will require labor compliance and environmental compliance services; and

WHEREAS, the City desires at this time to obtain labor compliance monitoring services for the City's active construction projects to complete closeout and other related activities inclusive of, but not limited to, the following projects: Casa de Carmen Residential and Navigation Center Projects, Dolores Huerta Gardens, Casa Aliento, and Cypress Place 1 with MNS Engineers; and

WHEREAS, the City also desires to obtain labor and environmental compliance services from MNS Engineers, Inc for any new or existing projects, as needed, that require these services during the term of this Agreement; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE

CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. **SUMMARY DESCRIPTION OF SERVICES.**
Labor and environmental compliance consulting services.

3. **PARTIES.**

   a) City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030
   b) MNS Engineers, Inc., a corporation of the State of California, located at 3850 Vine Street, Suite 110, Riverside, CA 92501.

4. **TERM OF AGREEMENT:** From: January 1, 2026 To: December 31, 2028.

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (2) two (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
   C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
   D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $ 220,000

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Federal Funding / Grant Requirements Rider
Exhibit E: Living Wage Policy

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Elsa Brown Development Manager 805.385.7404Phone elsa.brown@oxnard.org 435 South D Street Oxnard, CA 93030	Damien Delany Housing Practice 310.408.5052 ddelany@mnsengineers.com 3850 Vine Street, Suite 110, Riverside, CA 92501

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

   A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
   B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
   C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
   D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

   A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as

"Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in "Exhibit A" subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **housingap@oxnard.org**.

B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years.

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform "Extra Services." As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for "Extra Services."

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **FEDERAL GRANT FUNDING REQUIREMENTS.** The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part with federal assistance. A Federal Grants Requirement Rider is attached hereto in its entirety as Exhibit D and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit D. In the event any inconsistency or conflict between the provisions of this Agreement and the terms of Exhibit D, the provisions of Exhibit D shall govern and control. If the conflicting terms related to limits, restrictions, or retention periods, the more stringent provisions shall control and govern.

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term

of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to

immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the

prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which to the extent arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

24.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees
B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

25. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as

specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

26. **LIVING WAGE REQUIREMENTS**. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

27. **INTENTINALLY OMITTED**

28. **RESERVED**

29. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

31. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

32. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

33. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

34. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

35. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

36. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant until June 30, 2035. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records at least June 30, 2035. Consultant shall maintain all such records, including but not limited to, expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

37. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

38. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

39. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

40. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any

rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

41. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

42. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

43. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

44. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

45. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

46. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

47. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each

of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

48. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

49. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

50. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

[Signatures on the following page.]

Agreement No.32600278

CITY OF OXNARD

_____ _____

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

MNS ENGINEERS, INC.

Peter Minegar

boxSIGN 4ZR2QZ39-172RRJ8V Dec 23, 2025

Peter Minegar, AICP V/P Planning Date

Tanya Bilezikjian

boxSIGN 17K2RPR3-172RRJ8V Dec 23, 2025

Tanya Bilezikjian,[3] Secretary Date

APPROVED AS TO FORM:

_____ _____

Stephen M. Fischer, Date

City Attorney (always required)

---

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

CITY OF OXNARD

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☐Libertad Macias, Purchasing Manager[2]

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CITY OF OXNARD

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☑ Libertad Macias, Purchasing Manager[2] 1-15-2026

MNS ENGINEERS, INC.

Peter Minegar, AICP V/P Planning Date

Tanya Bilezikjian,[3] Secretary Date

APPROVED AS TO FORM:

Stephen M. Fischer, Date 1/6/26
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EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY OF OXNARD AND MNS ENGINEERS, INC.)

SCOPE OF SERVICES

I. Scope of services shall include the following:

1. Labor compliance monitoring services through project close out as described in Section III below and all applicable deliverables for all phases of each of the following existing construction projects: Casa De Carmen Residential and Navigation Center Projects, Cypress Place 1 Project, Casa Alineto, and Dolores Huerta Gardens; and
2. On-call labor compliance monitoring services, as needed and described in Section III below, for new construction projects that begin construction prior to the termination of this Agreement; and
3. On-call environmental compliance services, as needed and described in Section IV below, through the termination of this Agreement for new or existing construction projects identified under item 2 above.

II. Consultant shall provide labor and environmental compliance monitoring services:

The people responsible for providing labor compliance services to the City on behalf of Consultant shall be Sandra Lee, unless substitute personnel is approved by the City. Environmental compliance services shall be provided to the City by Consultant staff with expertise in environmental compliance services. Consultant shall provide services as outlined in the proposals below.

III. Consultant's deliverables and method of providing labor compliance monitoring services to the City is identified below

Pre-Bid Phase Services

Bid Package Preparation – MNS staff shall review draft Bid Package/Specifications to ensure that all applicable Federal and/or State regulations, labor codes, Equal Employment and Anti-Discrimination clauses, applicable prevailing wage rates, and project special programs are provided. Based on the funding sources that are provided to the project, MNS will also ensure that the Federal and State required worker and business goals, outreach efforts, and reporting requirements are included.

Build America, Buy America (BABA) – MNS shall ensure that the BABA rules and how to comply with BABA language are provided to the bidders. MNS will also provide information about the BABA rules and list of covered materials at the pre-bid meeting. If

the project qualifies and at the request of the City, MNS shall prepare BABA waiver(s) with supporting documentation on behalf of the City during the design phase.

Disadvantaged Business Enterprise (DBE) Reporting Requirements and Goals – MNS shall ensure that the appropriate DBE reporting requirements, certification requirements, and goals language and forms are provided in the bid package. On federally funded projects, MNS understands that the City will also be required to report Minority and Women-owned firms to HUD, so MNS shall ensure the goal break-downs of DBE, MBE, and WBE's as well as the company owner or ownership ethnicity are reported.

Prevailing Wage Determination – MNS staff shall obtain the applicable State and Federal wage decisions as required. MNS shall create a wage booklet in electronic format to share with contractors of all tiers. This will ensure that all contractors will be properly informed of the applicable wage rates for the project.

Skilled and Trained Workforce (STW) Program – On applicable design-build and best value public works projects, MNS staff shall verify that the STW program requirements and language are provided in the bid package and presented to bidders. MNS shall present the required hiring % of skilled and trained journeypersons for each applicable trade and provide training on how to complete the required Monthly STW Compliance Report.

Pre-Bid Meeting Presentation – MNS shall assist the City to prepare for pre-bid meetings. MNS shall prepare and present the Labor Compliance requirements, prevailing wage determinations, and special programs are presented to the meeting attendees. Compliance material/presentation will be prepared and submitted to the City for review and approval.

Bidders Compliance Responsiveness Report – MNS shall prepare written report of the contractors' responsiveness to the project compliance requirements. MNS shall review each accepted proposal and provide in detail of each contractor's responsiveness. MNS shall also verify each bidder, and their proposed subcontractors hold valid and current licenses and registrations to be eligible for potential project award. This report will be in support of the City's selection of the lowest, responsive, and responsible bidder.

Contractor Eligibility – MNS staff shall verify that the contractors are state licensed and bonded, maintain applicable Workers Compensation, and do not appear on the Federal and State of California Department of Industrial Relations (DIR) debarment lists. MNS shall ensure that only properly licensed, experienced, insured, and capable contractors and subcontractors will work on publicly funded projects.

Deliverables: *Federal and State compliance language and forms for bid package, project special programs such as goals and outreach efforts language and forms for bid package, DBE/WBE language and forms for bid package, pre-bid meeting material, and responsiveness report.*

Pre-Construction Phase Services

OFCCP Contract Award Notice of federally funded projects – On behalf of the City, MNS shall prepare the Contract Award Notice to submit to the Office of Federal Contract Compliance Programs (OFCCP) to report federally funded projects. MNS shall save the proof of transmittal with the notice to ensure that the City can prove compliance with the OFCCP. As of January 2025, Executive Order 11246 was revoked. Update of the reporting requirements to the OFCCP is pending and MNS will check the OFCCP website for updates.

Pre-Construction Meeting – MNS shall attend Pre-Construction meetings to present local, State and Federal Labor Compliance requirements to contractors of all tiers. MNS shall also obtain signatures from contractors to confirm they have been informed of the project's compliance requirements and forms. This may be in the form of a sign-in sheet or a confirmation form that MNS shall create and utilize with the City's approval.
Prior to the meeting and with the City's approval, MNS shall create a Labor Compliance Reporting Packet that contains all applicable Federal and State Labor Compliance documents. This package will provide a detailed explanation of each form and instructions on how to complete it and when to submit. Also, MNS shall acquire the City's approval to include language in the packet that no lower tier subcontractors will be allowed to work without timely notification to the City and verification of contractor eligibility by MNS. The categories of documents to be included in the Labor Compliance Reporting Packet include:

a. First-Time One-Time Documents
b. During Construction Documents – weekly, monthly and if applicable, quarterly
c. Close-Out Labor Compliance Documents

Deliverables: *Pre-Construction Meeting notes, contractor eligibility status report, Welcome Package to contractors, and applicable prevailing wage determination and booklet in electronic format to contractors.*

Construction Phase Services

Certified Payroll Reporting – MNS shall request, obtain, and review weekly payrolls from each contractor on the project, this will include all lower tier subcontractors. MNS shall ensure that payrolls have been properly completed and reflect correct information such as trade/classification and group/period number, appropriate wage rates, fringe benefits, and deductions.

MNS shall ensure that all contractors are employing and working apprentices in ratios that conform to the apprenticeship regulations. From each apprentice reported on payroll, documentation will be obtained to prove apprentices and trainees are registered with an approved apprenticeship program.

Section 3 Worker and Targeted Worker Certification – MNS shall collect and verify Section 3 Worker certifications from each contractor. MNS shall review each signed certification and verify if the employee qualifies as Section 3 Worker and Targeted Worker. With each verified and qualified certification, MNS shall count the labor hours performed by the qualified worker towards the project wide and company specific Section 3 Worker and Targeted Worker goals.

Section 3 Performance Monthly Report – MNS shall prepare Monthly Section 3 Report and provide to the City with a detailed report of the contractors' performance and any underperforming contractors. MNS shall collaborate with the underperforming contractors to bring their Section 3 commitment up to project standards, and to perform additional outreach efforts.

Build America, Buy America (BABA) Files – MNS shall collect the appropriate documentation such as proof of purchase, invoices, and signed certification letters from each applicable contractor and supplier that has purchased covered material under the BABA rules.

Monthly DBE/WBE Utilization Reports – MNS shall collect monthly reports of the DBE and WBE utilization. MNS shall also verify that each contractor is performing up to their DBE commitment to the project and that the outreach efforts are being performed. Proof of outreach efforts will also be collected from the contractors and filed into each contractor compliance files. MNS shall verify prompts payments are made to DBEs. If any issues arise, MNS shall notify the City and recommend steps to remedy issues.

Skilled and Trained Workforce Monthly Compliance Report – MNS shall collect the STW Monthly Compliance Report from each contractor. MNS shall verify that each report reflects satisfactory level of information and request for proof of submittal to the DIR. MNS shall report to the City of underperforming contractors and recommend payment withhold until the STW hiring requirements are met.

On-Site Inspections/Employee Interviews – MNS shall conduct verifications of contractors working onsite and will keep a log of verifications to confirm that all contractors are submitting Labor Compliance documents and payrolls. MNS shall also conduct onsite employee interviews to ensure that craftworkers feel they are being paid the appropriate wage rate and fringe benefits for their trade/classification. MNS shall conduct follow-up interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination. On each assigned project, MNS shall conduct interviews to meet the Federal and State's requirement of no less than 10% of each contractor's work crew for each trade. When a contractor has a small work crew, MNS shall conduct interviews with all employees.

Status Report – MNS shall provide a monthly Labor Compliance Status Report that will outline each contractor's compliance status with the project. Report will contain detailed description of contractors' delinquencies, discrepancies (suspected violation), clearance

of issues and recommendation for payment withhold for outstanding discrepancy/delinquencies. Payment withhold will be recommended when a contractor fails to respond and submit documents in a timely manner.

MNS shall provide reports to the City's management team based on instructions provided for each assigned project. MNS shall follow up with Prime Contractor to discuss remedy of Labor Compliance issues and coordinate deadline to remedy issues.

MNS shall provide final Labor Compliance Report to the City's management team and Prime Contractor to confirm when all contractors have properly closed out their compliance requirements for the project.

Project Files – All written documentation provided by MNS for the purpose of Labor Compliance reporting to the City will be concise and organized in a manner that will be easily understood. All files related to the assigned project will be organized and ready to submit at the request of the City. MNS shall also maintain the project compliance files for a minimum of five (5) years after the project completion. The Labor Compliance files for projects will generally be organized as follows:

a. First-Time One-Time Documents
   - If applicable, Federal compliance forms
   - Certificate of Authorization and Understanding (authorized signer of payrolls and compliance documents)
   - DAS 140 and 142 (for each trade that will be utilized for the project) with proof of transmittal
   - Fringe Benefit Statement
   - STW Hiring Plan

b. During Construction Documents – weekly, monthly, and quarterly (if applicable)
   - Weekly Certified Payrolls with Statement of Compliance or Statement of Non-Performance with DIR eCPR confirmation
   - Apprenticeship Certificate (Federal and/or State for each new apprentice reported on payroll)
   - Authorization for Payroll Deduction (for each new deduction reported on payroll for each craftworker)
   - Revised payrolls with proof of restitution payment and Confirmation of Receiving Restitution signed by affected craftworker
   - Monthly Training Funds or Trust Funds Report with proof of payment
   - Monthly Labor Compliance Reports (sorted in date descending order)
   - Craftworker Interview forms
   - Monthly DBE Utilization Reports (sorted in month descending order)
   - STW Monthly Compliance Reports (sorted in month descending order)

c. Close-Out Labor Compliance Documents

- Final Certified Payroll with Statement of Compliance or Statement of Non-Performance with DIR eCPR confirmation
- Apprenticeship Declaration (signed by contractor to certify that all apprentice hours reported on payrolls are true and conformed to the apprenticeship regulations)
- Final DBE Utilization Report and Exhibit 9-D DBE Contract Goal Methodology
- Final STW Compliance Report
- Final Labor Compliance Certificate (signed by the contractor to certify that all compliance documents and payrolls submitted to the City are true and correct)

As-Needed Labor Compliance Consulting

In addition to the services described in the work plan, MNS shall also provide guidance to the City staff, contractors, surveyors, applicable suppliers, trucking companies, and consultants in regard to the project compliance requirements and reporting requirements. MNS shall also provide updates on prevailing wage determinations and changes to labor codes and Federal and State regulations to all parties involved.

If requested by the City, MNS may provide support services when a Request for Information and/or Request for Audit is received at any point of the project. MNS may support the City in responding to the requests and to obtain clearance from the funding agencies.

Technical Support

As MNS is experienced in utilizing and navigating through the DIR website and DIR eCPR System, LCP Tracker, QuickBase, and Elations, MNS shall navigate these website and software programs to review and obtain compliance related documents. If needed, MNS may also provide guidance on how to handle technical issues. MNS shall copy the City staff on all email communications regarding the project's compliance requirements, reporting, and related matters.

Deliverables: *Contractor files – originals with wet signature and in electronic format by file sharing link, online shared drive and/or USB flash drive, Craftworker Interview forms, and Labor Compliance Status Reports.*

Post-Construction Phase Services

Once the construction has been completed, MNS shall work with contractors to properly close out their Labor Compliance requirements for the project. If any issues arise during the time of compliance close-out, MNS shall notify the City's management team and

Prime Contractor. MNS shall work with contractors to remedy issues and assist contractors to submit their final compliance documents in a timely manner.

Once the Labor Compliance files are complete, MNS shall submit a request form for file review and schedule a review meeting. At the file review meeting, MNS shall present the Labor Compliance files and walk the City though the entire project files and answer any questions. MNS shall also prepare in the Post-Construction Phase files, documentation to respond to Federal and State audits. If an audit is requested by the Federal or the State government, MNS shall assist the City to respond. If the auditor requests any additional documentation, MNS shall gather the information and submit it to the auditor for final file review approval. Once final approval is received, MNS shall deliver the entire Labor Compliance files to the City by the City's desired method of delivery.

In adhering to this work plan, MNS shall provide Labor Compliance monitoring and reporting services in a manner that minimizes the demands placed on the City's staff. In addition to Labor Compliance monitoring services, MNS staff shall ensure that all required agency reports are submitted to the appropriate agency representative prior to their due dates.

Deliverables: *Final Labor Compliance Status Report, responses to additional requests made by auditor, and complete project files.*

IV. Environmental compliance services provided by Consultant to City, as needed, through the termination of this Agreement, may include the following:

Consultant shall provide on-call NEPA documentation compliance services in accordance with HUD NEPA regulations at Title 24, Part 58 of the Code of Federal Regulations (24 CFR Part 58), as well as the technical studies/reports required to address HUD standards (such as technical studies related to air quality, noise abatement, cultural resources and NHPA Section 106 compliance, and Floodplain Management 8-Step Process reports). As needed, Consultant shall prepare multiple CEQA and NEPA documents for HUD-assisted affordable housing projects for the City to identify and address issues early in the process, conduct technically adequate and complete environmental analysis, create reader friendly environmental documents, and openly communicate with the City to ensure needs and expectations are met throughout the process. Consultant's work plan for completing NEPA documentation for a HUD-assisted project is described below.

In general, for projects funded, in part or in whole, by HUD-programs and do not fall into the categories of projects categorically excluded or exempt from NEPA evaluation per 24 CFR 58.34 and 24 CFR 58.35, Consultant shall prepare an Environmental Assessment (EA), the content of which would be consistent with HUD's recommended format for conducting EAs pursuant to 24 CFR 58. The analysis shall include all required determinations and compliance documentation for the laws and authorities at 24 CFR 58.6 and 58.5, as well as an analysis of additional factors, including the project's impacts on land development, socioeconomic factors, community facilities and services, and natural features. The following are the primary sections of the EA: Purpose and Need, Project Description, Existing Conditions and Trends, Statutory Checklist, Environmental

Assessment Checklist, and Alternatives to the Proposed Action. An EA shall also include several HUD-required summary sections, including mitigation measures, additional studies performed, and list of sources, agencies, and persons consulted. Consultant has in-house experts that will prepare required technical studies and assist with required consultations to support the NEPA EA, including air quality specialists, noise specialists, and cultural resources specialists.

Upon preparation of the finalized public draft EA, Consultant shall prepare a combined Notice of Finding of No Significant Impact and Notice of intent to Request a Release of Funds (FONSI and NOI/RROF) and shall assist the City with the publication and public review process. Following the public review period, Consultant shall assist the City with preparation of the Request Release of Funds and 7015.15 Certification Form required to be submitted to HUD along with the Environmental Review Record (ERR) for their review and approval. Consultant will also enter environmental data into City's HUD Environmental Review Online System (HEROS) on behalf of the City, at the City's request.

Deliverables: *A completed EA, FONSI AND NOI/RROF, required notices for publication, Request for Release of Funds Certification Form 7015.15, Data Entry into HEROS, and other any other documentation required for compliance with NEPA or CEQA requirements as needed by the City of Oxnard.*

An Environmental Review Record (ERR) performed under the National Environmental Policy Act (NEPA) is required for all projects receiving federal HUD funds from programs including the Community Development Block Grant (CDBG), HOME-ARP, and HOME Investment Partnerships Program (HOME). For each individual project, MNS follows the standard procedures outlined below to produce a consistent programmatic environmental review that provides for the greatest protection and accountability in accordance with 24 CFR Part 58.

• Determine the appropriate level of environmental review based on the description of project activities to be undertaken, which would be one of the following:

o **Exempt** from NEPA review requirements per 24 CFR §58.34(a) (Compliance Checklist for §58.6 is prepared);
o **CENST** - Categorically Excluded NOT Subject to §58.5 authorities per 24 CFR §58.35(b) (Compliance Checklist for §58.6 is prepared);
o **CEST** - Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities is prepared);
o **EA** - Environmental Assessment (EA Worksheet and Checklist performed in accordance with subpart E of 24 CFR Part 58, Compliance Checklist for §58.6, and Statutory Worksheet and Checklist for the §58.5 authorities are prepared); or
o **EIS** – Environmental Impact Statement (EIS for §58.37 is prepared).

• Develop a project description that includes the purpose and need for the project, exact geographic location of the project, the geographic footprint of the project, the estimated

area of ground disturbance, and a general summary of the surrounding area where the project is proposed.

• Prepare the selected review document and/or compliance checklist utilizing the appropriate template provided by HUD including the following o Conducting desktop research for data collection and impact analysis purposes;

o Complete written responses for each environmental topical area based on the results of the research, in accordance with the requirements of 24 CFR §58.5 – NEPA Related Federal Laws and Authorities; and
o Develop and include maps, photographs, site plans, budgets and other information in the environmental review record as required.

Deliverables: *A completed ERR per project as needed by the City of Oxnard.*

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY OF OXNARD and MNS ENGINEERS INC.)

SCHEDULE OF COMPENSATION

For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of $220,000.

Consultant shall provide labor compliance services through compliance close out for the existing projects listed below at a flat fee not to exceed $10,800 for the projects listed below (in the approximate amounts listed below):

Casa de Carmen Navigation Project: $1,080.00 remaining from previous contract. Consultant requested for additional $1,350.00 to cover extended scope of work for a total of $2,430.00

Casa de Carmen Residential Project, $1,092.50

Cypress Place 1 Project: $4,597.50

Dolores Huerta Project: $1,237.50

Casa Aliento Parking Lot Improvements Project: $1,430.00

Consultant shall provide labor compliance services at the rates listed below for the current project identified above:

Title	Role	Hourly Rate
Labor Compliance Officer (LCO)	The LCO shall be the main contact for each assigned project and compliance matters. The LCO shall be providing monitoring and reporting services to the City.	$135

Consultant shall provide labor and environmental compliance services at the rates listed below for new projects not identified above:

The hourly rates for each role to the City are provided below. The Hourly Rates are fully burdened, including full compensation for overhead and mileage expenses. The City will not be billed for office rentals, utilities, insurance, cell phone or radio equipment, or office supplies.

Title	Role	Hourly Rate
Housing Practice Lead	Damien Delany is to provide services on an as-needed basis for emergency purposes only.	$275
Labor Compliance Officer (LCO)	The LCO shall be the main contact for each assigned project and compliance matters. The LCO will be providing monitoring and reporting services to the City. The LCO shall also be overseeing the performance of the Compliance Analyst and Coordinator.	$155
Compliance Analyst	The Compliance Analyst shall prepare the monthly performance reports of the projects that are subject to Section 3 and/or Local Hiring, as well as additional reports that the City may request. Monthly performance reports will reflect the project goals for each contractor and as project-wide.	$115
Compliance Coordinator	The Compliance Coordinator shall review the Section 3 Worker information provided on the self-certification forms and verify whether each form is qualified or disqualified. Coordinator shall also ensure that all qualified certifications are properly recorded in the contractor-specific and project-wide Section 3 performance reports and in project compliance files.	$110
Senior Environmental Planner	The Senior Environmental Planner shall be responsible for conduction and writing as-needed Environmental Risk Report(s) (ERR).	$185

Contract Payment

MNS acknowledges that the City will issue payment based on the services rendered to the assigned project. After a contract is finalized and work is performed, MNS will invoice

the City on a monthly basis, by the 15th of each month. MNS will prepare separate invoices for each project individually and each invoice will reflect detailed summary of the services rendered, number of hours spent, billing rates, and total invoice amount. MNS will submit additional supporting documents for an invoice when requested by the City. MNS will not be utilizing consultants or subcontractors for this contract.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD AND MNS ENGINEERS INC.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Please refer to the attached City Insurance A requirements.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must include at least a one-year extended reporting period, or longer upon request.

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

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

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special**

Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

1/23

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS COMP OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1.000.000 $1.000.000 $1.000.000 $1.000.000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1.000.000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1.000.000 $1.000.000 $1.000.000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant & listed sub-consultant	$1.000.000 $500.000

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)
Telephone: (___) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

(CITY OF OXNARD MNS ENGINEERS INC.)

I. GENERAL CONDITIONS FOR CDBG, HOME, AND/OR HOME-ARP

A. General Compliance

The Consultant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Consultant does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Consultant does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Consultant also agrees to comply with all applicable requirements under Title 24 CFR Part 92 (HOME Investment Partnerships Program) and Title 24 CFR Part 92 Subpart M (HOME-ARP), as well as all other Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Consultant further agrees to use the funds provided under this Agreement to supplement, and not supplant, other funds otherwise available.

B. Suspension or Termination

In accordance with 2 CFR 200, the City may suspend or terminate this Agreement if the Consultant materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Consultant to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Consultant to the City reports that are incorrect or incomplete in any mate- rial respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Consultant agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Consultant shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Consultant shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 (CDBG), 24 CFR 92.508 (HOME), and 24 CFR 92.302 (HOME-ARP) that are pertinent to the activities funded under this Agreement. These records must fully support compliance with the CDBG, HOME, and HOME-ARP program requirements. Records shall include, but are not limited to:

a) Records providing a full description of each activity undertaken;

b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c) Records required to determine the eligibility of all activities funded under CDBG, HOME, or HOME-ARP;

d) Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG, HOME, or HOME-ARP assistance;

e) Records documenting compliance with fair housing, equal opportunity, affirmative marketing, and other nondiscrimination requirements applicable to CDBG, HOME, and HOME-ARP;

f) Financial records as required by 24 CFR 570.502, 24 CFR 92.506, and 2 CFR 200;

g) Other records necessary to demonstrate compliance with 24 CFR Part 570 Subpart K (CDBG), 24 CFR Part 92 (HOME), and 24 CFR Part 92 Subpart H (HOME-ARP).

2. Retention

The Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of no less than four (4) years after the final submission of the City 's annual performance and evaluation report to HUD in which the activities assisted under the Agreement—whether funded under CDBG, HOME, or HOME-ARP—are reported for the final time.

For activities assisted with HOME or HOME-ARP funds, records related to the project must be retained for the entire applicable affordability period or until five (5) years after project completion (whichever is later) in accordance with 24 CFR 92.508 (HOME and HOME-ARP).

Notwithstanding the above, if litigation, claims, audits, negotiations, or other actions involving any of the records cited have commenced before the expiration of the applicable retention period, such records must be retained until completion of the actions and resolution of all issues, or until the expiration of the retention period, whichever occurs later.

3. Audits & Inspections

All Consultant records with respect to any matters covered by this Agreement

shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Consultant within 30 days after receipt by the Subrecipient. Failure of the Consultant to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Consultant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning sub- recipient audits and 2 CFR 200.

C. Procurement

1. Compliance

The Consultant shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Consultant shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Consultant shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

III. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Consultant agrees to comply with the non-discrimination in employment and contracting opportunity laws, regulations, and executive orders referenced in 24 CFR 570.607 (CDBG), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) remain in effect.

For activities assisted with HOME or HOME-ARP funds, the Consultant also agrees to comply with the non-discrimination, equal opportunity, and affirmative marketing requirements contained in 24 CFR 92.350 and 24 CFR 92.356, including all applicable provisions under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act, and Executive Orders 11063 and 11246.

3. Section 504

The Consultant agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Consultant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. **Approved Plan**

If applicable, the Consultant agrees that it shall be committed to carry out pursuant to the City 's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of

September 24, 1966. The City shall provide Affirmative Action guidelines to the Consultant to assist in the formulation of such program. The Consultant shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Consultant will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Consultant may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

   The Consultant shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

   The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commit- ments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. **Subcontract Provisions**

The Consultant will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity**

The Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. **Labor Standards**

The Consultant agrees to comply with all labor standards requirements applicable to projects assisted with CDBG, HOME, or HOME-ARP funds. These requirements include the Davis-Bacon Act, as amended, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.), and all implementing regulations issued by the U.S. Department of Labor at 29 CFR Parts 1, 3, 5, and 7. The Consultant shall also comply with all other applicable Federal, state, and local laws and regulations pertaining to labor standards, to the extent they apply to the performance of this Agreement. The Consultant shall maintain documentation demonstrating compliance with applicable wage and hour requirements, which shall be made available to the City upon request.

For construction, rehabilitation, or repair activities financed in whole or in part with CDBG, HOME, or HOME-ARP funds, the Consultant agrees that all contractors performing work under contracts in excess of $2,000, except for the rehabilitation or construction of residential property containing fewer than eight (8) units, shall comply with the Federal labor standards requirements adopted by the City and the applicable U.S. Department of Labor regulations governing prevailing wage determinations, payroll reporting, and ratios of apprentices and

trainees to journey workers. If state or local law requires wage rates higher than Federal prevailing wages, the Consultant shall ensure the higher wage rates are paid.

The Consultant shall include, or shall require all contractors to include, the full text of this labor standards clause in all construction contracts subject to these requirements.

3. "Section 3" Clause

1. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, together with all applicable rules, notices, and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. This requirement is binding upon the City, the Consultant, and any of the Consultant's subconsultants and subcontractors participating in Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and HOME-American Rescue Plan (HOME-ARP) assisted projects.

   Failure to fulfill these requirements shall subject the City, the Consultant, and any of the Consultant's subconsultants and subcontractors, their successors and assigns, to the sanctions specified by the Agreement under which Federal assistance is provided. The Consultant certifies and agrees that no contractual or other legal disability exists that would prevent full compliance with these requirements.

   The Consultant further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD (including but not limited to CDBG, HOME, and HOME-ARP funding) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns

that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Consultant further agrees to ensure that opportunities for training and employment arising in connection with housing rehabilitation (including the reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects assisted with CDBG, HOME, or HOME-ARP funds are provided to low- and very low-income persons residing within the metropolitan area in which the project is located. Where feasible, priority should be given to low- and very low-income persons within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Consultant further agrees to award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects assisted with CDBG, HOME, or HOME-ARP funds to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Consultant certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

The Consultant agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Consultant shall include this Section 3 clause in every subcontract related to CDBG, HOME, or HOME-ARP assisted work and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of Section 3 regulations. The Consultant shall not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of regulations under 24 CFR Part 75 (or former 24 CFR Part 135) and shall not execute any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with all applicable Section 3 requirements.

D. Conduct

1. **Assignability**

The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. **Approvals**

The Consultant shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Consultant will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and support- ed with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Consultant shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in

the performance of this Agreement.

d. Selection Process

The Consultant shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Consultant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Consultant agrees to abide by the provisions of 2 CFR 200.318(c), 24 CFR 570.611 (CDBG), and the conflict-of-interest requirements applicable to HOME and HOME-ARP programs as set forth in 24 CFR 92.356 and 24 CFR 92.357, which include (but are not limited to) the following:

a. The Consultant shall maintain a written code or standards of conduct that govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds, consistent with the requirements of 2 CFR 200.318(c).

b. No employee, officer, or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-, HOME-, or HOME-ARP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information regarding such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the assisted activity or its proceeds, either for themselves or for those with whom they have business or immediate family ties. This prohibition applies during their tenure and for a period of one (1) year thereafter, as required

under 24 CFR 570.611 (CDBG) and 24 CFR 92.356(f) (HOME/HOME-ARP).

For purposes of this paragraph, a "covered person" includes any individual who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Consultant hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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 section 1352, title 31, U.S.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Consultant agrees to comply with 24 CFR 5.109, which requires that faith-based organizations be allowed to participate in HUD-assisted programs on the same basis as any other organization, without discrimination for or against them based on their religious character. However, funds provided under this Agreement may not be used for inherently religious activities such as worship, religious instruction, or proselytization. Any such religious activities must be offered separately, in time or location, from HUD-assisted services, and participation must be voluntary for beneficiaries. The Consultant further agrees not to discriminate against program participants on the basis of religion or religious belief, and acknowledges that faith-based organizations may use their facilities for HUD-assisted activities without removing or altering religious symbols.

IV. ENVIRONMENTAL CONDITIONS

A. **Air and Water**

The Consultant agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as

amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub- recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Consultant agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the HUD Lead-Based Paint Regulations at 24 CFR 570.608 (CDBG), 24 CFR 92.355 (HOME and HOME-ARP), and 24 CFR Part 35, Subpart B. These regulations apply to all CDBG-, HOME-, and HOME-ARP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint.

Such notification shall explain the hazards of lead-based paint, the symptoms and treatment of lead poisoning, the precautions to be taken when dealing with lead-based paint, and the advisability and availability of blood lead level screening for children under seven. The notice shall also indicate that, if lead-based paint is identified on the property, abatement or hazard reduction measures may be required.

The regulations further require that—depending on the amount of Federal assistance applied to a property—paint testing, risk assessment, hazard reduction, interim controls, and/or lead-based paint abatement may be conducted.

D. Historic Preservation

The Consultant agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD AND MNS ENGINEERS INC.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Loan Agreements for Aspire Apartments, an 87-Unit Affordable Rental Project and Pocket Park located at 536-538 Meta Street.

Brenda Lopez, Director
Housing Department

City Council
May 5, 2026

CITY OF OXNARD CALIFORNIA

Background

1. The Aspire Apartments, is a new 87 affordable unit and 1 manager's unit rental housing construction project and pocket park ("Aspire") located at 536-538 Meta Street.

2. The unit mix will consist of 56 one-bedroom units, 31 two-bedroom units, and 1 unrestricted two-bedroom manager unit.

3. The project will provide affordable housing for households with incomes up to 60% of Area Median Income (AMI), except for 5 units which will also be additionally restricted to Qualifying Populations.

Background

4. Ten (10) of the one-bedroom units have received conditional approval from the Oxnard Housing Authority for Veterans Affairs Supportive Housing (VASH) project-based vouchers.
5. Aspire will also include a pocket park on the southern part of the property. The project sponsor, Many Mansions will have full responsibility for maintaining and monitoring the park.
6. Many Mansions is a non-profit housing organization with 40 years of experience providing affordable housing, including construction and acquisition of over 600 units of affordable housing at 20 properties throughout Ventura County.

Background

HOME-American Rescue Plan (ARP) Funding:

1. The City was awarded $2,776,187 in HOME-ARP to address homelessness and affordable housing needs.
2. From December 2022 through February 2023 community outreach was conducted to receive input on how to prioritize use of HOME-ARP funding. Overwhelmingly, feedback received was to prioritize the creation of new permanent supportive housing (no specific projects included).
3. On March 21, 2023, the City Council approved an amendment to incorporate the HOME-ARP funding into the FY 2023-2024 Annual Action Plan (AAP). Staff committed to selecting affordable rental projects to receive HOME-ARP funding and returning to the City Council for final funding approval.
4. On March 4, 2024, the City Council approved a Preliminary/Conditional $1,200,000 HOME-ARP Funding Award Letter, along with an implementation agreement with Many Mansions.

Background

HOME Funding:

1. The City receives approximately $600,000 in HOME funds annually from HUD that it uses to fund affordable housing development and other activities supporting lower income households.
2. On January 21, 2025, as part of the Second Substantial Amendment to the FY 2023-24 AAP, the City Council approved an additional allocation in the amount of $1,000,000 HOME funds for Aspire Apartments to offset an increase in rising costs which created a new financial gap for the project.

Background

Community Development Block Grant (CDBG) Funding:

1. The City receives approximately $2.1 Million in CDBG funds annually which is used to fund affordable housing development and other activities supporting lower income households.
2. On May 16, 2023, the City Council approved $489,660 in CDBG funding as part of the FY 2023-2024 AAP to Aspire to construct the pocket park.
3. On June 23, 2025 an additional $199,999 was awarded for the pocket park, through an administrative amendment to the FY 2024-25 AAP, in accordance with the City's Citizen Participation Plan and 24 CFR Part 91, for a total award of $689,659.

Discussion

1. The total development cost for Aspire is estimated to be $63,100,858
2. To address the funding gap, the Housing Department requests awarding loans of $1,200,000 in HOME-ARP, $1,000,000 in HOME, and $689,659 to support the project.
3. Construction is estimated to begin in the summer of 2026 and be completed in 2028.
4. The loan agreements provide the following terms:
   - HOME-ARP Loan amount of $1,200,000; HOME Loan amount of $1,000,000; and CDBG Loan amount of $689,659;
   - 3% simple interest;
   - HOME-ARP/HOME Regulatory agreement term of fifty-five (55) years; CDBG Affordability Covenant of five (5) years; and
   - Repayment of the City Loans will be on a residual receipt's basis.

Discussion

Labor Compliance Services:

1. On January 1, 2026, City staff executed Agreement No. 32600278, with MNS Engineers Inc. (MNS) in an amount not to exceed $220,000 for on-call labor and environmental compliance services.

2. A First amendment to Agreement No. 32600278 is necessary to comply with all labor compliance requirements. Also included in the amendment is the labor compliance scope of work for the Cypress II Apartments and the scope of work for the environmental review for the Riverpark Specific Plan Amendment; however, neither scope of work requires a budget increase. The budget increase is only for Aspire.

3. Staff is requesting approval to execute a first amendment to the agreement to increase the contract budget from $220,000 to $291,000.

Recommendation

That the City Council:

1. Adopt a resolution approving and authorizing the City Manager to execute a $1,200,000 HOME-ARP loan agreement, a $1,000,000 HOME loan agreement, and a $689,659 CDBG loan agreement, and any and all related documents thereto, with Aspire Apartments, LP for the development of an eighty-seven (87) unit affordable and one (1) manager's unit rental housing project and pocket park located at 536-538 Meta Street and known as the Aspire Apartments; and

2. Authorize the Mayor to execute a First Amendment to Agreement No. 32600278 with MNS Engineers Inc. to increase the not to exceed amount on the contract from $220,000 to $291,000 for labor compliance monitoring services.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.5

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Public Project Agreement 32600375 with Toro Enterprises, Inc. and Agreement 32600470 with Filippin Engineering, Inc. for Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $10,922,971.00 in Project funds for the Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43;
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of $9,102,475.00 for the Project and a Project contingency amount of $910,248.00 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of $10,012,723.00;
3. A Project allocation amount of $910,248.00 (~10%) for engineering, inspection, survey, construction management, and project management; and
4. The Mayor to execute an Agreement with Fillippin Engineering, Inc. in the amount of $741,634.00 with a term of one year from May 5, 2026, through May 4, 2027, for professional construction management services.

(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/TFJ56ESvK5Y

BACKGROUND

The Arterial Street Resurfacing is an ongoing Capital Improvement Program (CIP) project that addresses multiple locations throughout the City over five phases. This present contract includes the following street segments:

- Oxnard Boulevard from Gonzales Road to Wagon Wheel Road
- Orchard Place from Oxnard Boulevard to end of the road
- Fifth Street from Oxnard Boulevard to Ventura Road
- Ventura Road from Fifth Street to Vineyard Avenue
- Saviers Road from Wooley Road to Pleasant Valley Road

These road segments have reached a point in their lifecycle where preventive and/or corrective work is needed. The average Pavement Condition Index (PCI) score for these segments is 50-60 and the existing asphalt concrete pavement is in need of resurfacing. Distressed sections will receive new asphalt and ARAM (asphalt rubber aggregate membrane). Pavement preservation in the form of microsurfacing will be applied to sections that have low to moderate distress. Distressed median sections will be reconstructed.

To ensure success, a project of this scale and complexity requires full-time field management, engineering, and inspection oversight, similar to the successful outcome of the Gonzales Road paving project. In consideration of this, the Public Works Department solicited for a professional consultant with well-documented construction management experience to provide full-time management of the construction phase of this project.

The work is tentatively scheduled to begin in May of 2026 and continue into Fall of 2026 (100 working days) absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the various Neighborhood Council members 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. Nightwork will be required for this project on the major arterials.

Capital Improvement Project (CIP) Reference:

Project No. **C2205** – Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road - PW 25-43 - CIP 2025-2029 - Adopted June 4, 2024– Page 100.

DISCUSSION

Construction Services:

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on January 8, 2026, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City's website, Public Purchase, Dodge Network, Bid America, and distributed directly to 47 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on February 11, 2026 and the City received the following bids:

Toro Enterprises Inc.:	$9,102,475.00
Onyx Paving Company, Inc.:	$9,369,000.00
Security Paving Company, Inc:	$10,115,997.00

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

Construction Management Services:

The current and planned City staff workload is such that contracted resources are recommended to properly manage the construction phase of this project. All City project managers currently have full workloads, and their available time resources would likely be insufficient to manage the construction of this project at the level of attention it requires. Additionally, temporary (i.e., military leave) and longer-term (i.e., recent resignation) vacancies of in-house construction project manager positions are impacting the team's workload.

Notably, since this project involves longer-term heavy construction on larger arterial streets, minimizing the traffic and other impacts to the public takes priority. The contracted CM will be responsible for coordination and public information, as well as ensuring the construction contractor adheres to the approved traffic control plans.

The consultant is tasked with the following construction management scope:

- Coordinate with the City's Project Manager on the Project and be the point of contact for the construction contractors.
- Develop a pre-construction meeting agenda and lead the meeting, notifying all parties prior to the meeting of its time and location.

- Coordinate with the Contractor prior to mobilization and arrange a pre-construction field meeting.
- Hold weekly project progress meetings, and develop their agendas.
- Maintain all document management control logs of RFIs, submittals, potential change orders, etc. on a web-based document management system. Develop a digital copy of all project documentation at the end of the project and submit it to the City's Project Manager.
- Submit and coordinate all Contractors' submittals with the design engineer of record for approval prior to construction.
- Coordinate with the City's Project Manager for contractor site access, security, safety, storage and work area control.
- Perform daily inspection of the entire construction process, ensuring conformance with plans and specifications, full-time when the construction contractor is on-site.
- Coordinate with the construction contractor, conduct QA/QC (Quality Assurance and Quality Control), and manage the materials testing subcontractor for scheduling.
- Record all deficiency work and coordinate the required corrective work with the Contractor, if needed.
- Review all contractor change order requests against the plans and specifications for entitlement. Provide a recommendation for City staff review.
- If entitlement has been recommended, review all contractor change order requests hereafter, for general accuracy and compliance with City's General Provisions specification and industry standards regarding format, pricing and overhead percentages.
- Develop change orders for City approval and Contractor payment.
- Review and process the Contractor's pay requests.
- Review the Contractors project schedule and provide a recommendation for acceptance or required revisions.
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approval for submittal to design engineer.

The request for proposals (RFP) for the project was published on January 8, 2026, and was due on February 11, 2026. The City received two proposals, and both were deemed complete and responsive. These proposals were then reviewed by three staff members, consisting of the Senior Inspector and two Project Managers, including the Project Manager assigned to the Project. Proposals were scored using the following criteria: completeness of response, qualifications, experience, education of key staff, scope of services to be provided, proposer's experience with public agencies, and references.

After a thorough review, Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the project. This selection was based on the firm's extensive construction management experience, including successful completion of other City projects, as well as an understanding and familiarity of the Engineering Division's needs, and dedicated local staff presence. City staff has confirmed that Filippin meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

In addition to the construction award amount of $9,102,475.00, Staff recommends authorizing $1,820,496.00 for the project, which includes $910,248.00 for project contingency (~10% of the contract costs) and $910,248.00 for the cost of engineering services and City staff (~10% of the contract cost), which includes the cost of the Filippin contract. Engineering services include the following activities during construction: engineering, inspection, survey, project management, and construction management (described above). These recommendations bring the total estimated cost of the project to $10,922,971.00.

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

The total cost for this Project is $10,922,971.00, which includes the construction and construction management agreements, contingency and project allocation. The Arterial Street Resurfacing (C2205) has an available project budget balance of ~$19.7M as shown below. There are sufficient budget appropriations to fund this Project.

Fund Number	Fund Name	Available Project Budget
101	General Fund	$17,213,794
185	Road Maintenance and Rehabilitation Program (RMRA) Fund	$2,197,140
210	State and Local Grant Fund	$90,989
601	Water Operating Fund	$100,000
611	Wastewater Operating Fund	$100,000
TOTAL AVAILABLE PROJECT BUDGET		**$19,701,923**

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 repairs and deferred maintenance in other areas of the City.

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. Toro Enterprises Agreement 32600375
2. Filippin Engineering Agreement
3. Project Map
4. Presentation

CONSTRUCTION CONTRACT FOR ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET, SAVIERS ROAD, & VENTURA ROAD SPECIFICATION NO. PW 25-43

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

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2026 ("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 ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET, SAVIERS ROAD, VENTURA ROAD PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 25-43 (the "Project"); and

WHEREAS, on January 8, 2026, 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 Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

(1) Contract and its attached Exhibits, subject to the limitations in Sections 10 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 as may otherwise be required by law;
(4) Bid Addenda issued by the City;
(5) Notice Inviting Bids and Instructions to Bidders;
(6) Plans;
(7) Special Provisions;
(8) General Provisions;
(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 NINE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS, ($9,102,475.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

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

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred (100) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

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

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

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

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

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

3. 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.
4. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor

agree to comply with the following process:

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

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

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

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

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

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;

2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors,

suppliers and others; and

3. Reasonable expenses directly attributable to termination.

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

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

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor

to secure and maintain the Work site, and

3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

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

10. PREVAILING WAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars

($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

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

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

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of FIVE THOUSAND TWO HUNDRED DOLLARS ($5,200) 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. RESERVED

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

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

Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

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

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and their designee(s) shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

21. NONDISCRIMINATORY EMPLOYMENT

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

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

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

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY:	City of Oxnard 305 W. Third Street, East Wing, Third Floor Oxnard, CA 93030
TO CONTRACTOR:	Toro Enterprises, Inc. 2101 E. Ventura Boulevard Oxnard, CA 93036

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to

persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. 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

☒ Luis Mc Arthur, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

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

CONTRACTOR

Sean Castillo, Chief Executive Officer [2] Date

Jerry Hannigan, Secretary and CFO Date

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

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

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

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

EXHIBITS

Exhibit A: **Contractors Bid Proposal.**

Exhibit B: **Form INS-G: Insurance Requirements.**

Exhibit C: **Iran Contracting Act Certification Form completed by Contractor.**

Exhibit D: **[RESERVED]**

Exhibit E: **[RESERVED]**

Exhibit F: **[RESERVED]**

EXHIBIT G: **Grant of Non-Exclusive Right of Entry Agreement**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTORS BID PROPOSAL

BID SCHEDULE

ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET, SAVIERS ROAD, & VENTURA ROAD
SPECIFICATION NO. PW 25-43

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:

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
1.	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	$260,000.-	$260,000.-
2.	Traffic Control and Public Convenience And Safety	1505-4	LS	LUMP SUM	$1,025,000.-	$1,025,000.-
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	$45,000.-	$45,000.-
4.	Cold Mill AC Pavement (2"" Max.)	1110-3	SQYD	124,200	$3.95	$490,590.-
5.	Cold Mill AC Pavement (3 1/2" Max.)	1110-3	SQYD	36,300	$3.50	$127,050.-
6.	Unclassified Excavation	1120-4	CY	425	$178.-	$75,650.-
7.	Class 2 Aggregate Base	1130-4	TON	350	$165.-	$57,750.-
8.	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	250	$190.-	$47,500.-
9.	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	450	$220.-	$99,000.-

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
10.	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	100	$210.-	$21,000.-
11.	Asphalt Rubber Aggregate Membrane (ARAM)	1151-5	SQYD	109,200	$5.35	$584,220.-
12.	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	18,270	$158.50	$2,895,795.-
13.	Crack Seal	1155-4	LB	20,000	$3.45	$69,000.-
14.	Micro-Surfacing (Type II) Black Rock	1163-7	TON	1,400	$384.-	$537,600.-
15.	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	15,100	$13.-	$196,300.-
16.	Grind PCC Pavement	1174-6	SQFT	100	$45.-	$4,500.-
17.	Remove And Replace PCC Alley/Commercial/Industrial Driveway, 8" Thick	1174-6	SQFT	3,800	$35.-	$133,000.-
18.	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SQFT	6,900	$42.-	$289,800.-
19.	Remove And Replace PCC Curb Ramp with Detectable Warning Surface Tiles, 4" Thick	1174-6	SQFT	10,800	$21.25	$229,500.-
20.	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	520	$130.-	$67,600.-
21.	Remove And Replace PCC Curb & Gutter (Type A2-8)	1174-6	LF	300	$135.-	$40,500.-
22.	Install PCC Retaining Curb (12" to 24" High)	1174-6	CY	24	$1,100.-	$26,400.-
23.	Remove And Replace PCC Curb (Type A1-8)	1174-6	LF	3,250	$58.-	$188,500.-

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
24.	Remove And Replace PCC Curb (Type A1-6)	1174-6	LF	220	$120.-	$26,400.-
25.	Remove And Replace PCC Curb (Type C1-8)	1174-6	LF	70	$80.-	$5,600.-
26.	Install 24" Root Barrier Panel	1174-6	LF	2,600	$95.-	$247,000.-
27.	Adjust Water Valve Frame and Cover to Finished Grade	1185-4	EA	140	$1,700.-	$238,000.-
28.	Adjust Manhole Frame and Cover to Finished Grade	1185-4	EA	65	$1,680.-	$109,200.-
29.	Adjust Survey Monument Frame & Cover to Finished Grade	1185-4	EA	5	$2,400.-	$12,000.-
30.	Adjust Water Meter Box Frame and Cover to Finished Grade	1187-4	EA	8	$785.-	$6,280.-
31.	Adjust Utility Box Frame and Cover to Finished Grade	1187-4	EA	10	$850.-	$8,500.-
32.	Adjust Traffic Pull Box To Finished Grade	1187-4	EA	20	$900.-	$18,000.-
33.	Remove And Replace Traffic Pull Box #6E Complete-In-Place	1187-4	EA	5	$4800.-	$24,000.-
34.	Remove And Replace PCC Local Depression Per City Std Plate 509	1303-4	SQFT	100	$32.-	$3,200.-
35.	Remove And Replace 17'x8' PCC Catch Basin Top Slab Per City Std Plate 506/507, Complete-In-Place	1303-4	LS	1	$14,150.-	$14,150.-
36.	Furnish And Install Detectable Warning Surface Tiles	1905-4	SQFT	1,300	$46.-	$59,800.-
37.	Remove And Replace 4-Inch-Thick Stamped Colored Concrete	1602-4	SQFT	6,300	$20.-	$126,000.-

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
38.	Remove Concrete Slab/Sidewalk	1906-4	SQFT	100	$22.-	$2,200.-
39.	Install Pavement Markings in Thermoplastic	1515-4	SQFT	38,000	$5.-	$190,000.-
40.	Install Green Pavement Marking (MMA)	1515-4	SQFT	11,000	$5.75	$63,250.-
41.	Install 4" Blue Solid Parking Stall Stripe	1515-4	LF	200	$8.25	$1,650.-
42.	Install Detail 9 In Thermoplastic	1515-4	LF	36,800	$0.65	$23,920.-
43.	Install Detail 12 In Thermoplastic	1515-4	LF	44,200	$0.62	$27,404.-
44.	Install Detail 21 In Thermoplastic	1515-4	LF	100	$1.71	$171.-
45.	Install Detail 22 In Thermoplastic	1515-4	LF	4,250	$1.85	$7,862.50
46.	Install Detail 25A In Thermoplastic	1515-4	LF	50,500	$1.11	$56,055.-
47.	Install Detail 27 In Thermoplastic	1515-4	LF	550	$1.80	$990.-
48.	Install Detail 27B In Thermoplastic	1515-4	LF	8,200	$1.08	$8,856.-
49.	Install Detail 29 In Thermoplastic	1515-4	LF	4,800	$3.30	$15,840.-
50.	Install Detail 32 In Thermoplastic	1515-4	LF	550	$2.62	$1,441.-
51.	Install Detail 37B In Thermoplastic	1515-4	LF	2,850	$1.-	$2,850.-
52.	Install Detail 38 In Thermoplastic	1515-4	LF	25,000	$1.58	$39,500.-
53.	Install Detail 39 In Thermoplastic	1515-4	LF	37,400	$1.08	$40,392.-
54.	Install Detail 39A In Thermoplastic	1515-4	LF	3,150	$0.62	$1,953.-

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
55.	Install Detail 40 In Thermoplastic	1515-4	LF	4,550	$0.91	$ 4,140.50
56.	Install Detail 41 In Thermoplastic	1515-4	LF	500	$0.91	$ 455.-
57.	Paint Curb Red, Green, Blue, Yellow, Gray or White (2-Coat)	1515-4	LF	10,500	$1.78	$ 18,690.-
58.	Install Blue RPM	1515-4	EA	120	$22.-	$ 2,640.-
59.	Install Type D Loop Detector	1520-23	EA	33	$735	$ 24,255.-
60.	Install Type E Loop Detector	1520-23	EA	109	$662.-	$ 72,158.-
61.	Install Or Remove & Replace Street Name Sign Per City Std Plate 204/205	1530-4	EA	10	$455.-	$ 4,550.-
62.	Install Or Remove & Replace Advance Street Name Sign Per City Std Plate 205/206	1530-4	EA	6	$465.-	$ 2,790.-
63.	Install Or Remove & Replace Sign Post Per City Std Plate 203/204	1530-4	EA	58	$297.-	$ 17,226.-
64.	Remove, Relocate, Or Reset Traffic Sign or Street Name Sign Post Including All Attachments	1530-4	EA	12	$88.-	$ 1,056.-
65.	Furnish And Install MUTCD Regulatory Sign R81B, 12"X6"	1530-4	EA	4	$180.-	$ 720.-
66.	Furnish And Install MUTCD Regulatory Sign R81A, 12"X8"	1530-4	EA	4	$133.-	$ 532.-
67.	Furnish And Install MUTCD Regulatory Sign, 12"X18", R26, R30B	1530-4	EA	16	$212.-	$ 3,392.-
68.	Furnish And Install MUTCD Regulatory & Guide Sign, 24"X18", R14-1, R81, D11-1	1530-4	EA	20	$235.-	$ 4,700.-

ITEM NO.	DESCRIPTION	PAYMENT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE ($)	ITEM TOTAL COST ($)
69.	Furnish And Install MUTCD Regulatory Sign, 24"X24", R3-4, R3-2, R3-18	1530-4	EA	3	$245.-	$735.-
70.	Furnish And Install MUTCD Regulatory Sign, 24"X30", R4-7, R2-1	1530-4	EA	20	$255.-	$5,100.-
71.	Furnish And Install MUTCD Regulatory Sign, 30"X30", R1-1, R5-1	1530-4	EA	3	$272.-	$816.-
72.	Furnish And Install MUTCD Regulatory Sign R6-1, 36"X12"	1530-4	EA	4	$255.-	$1,020.-
73.	Furnish And Install MUTCD Regulatory Sign R3-5, 36"X30"	1530-4	EA	1	$255.-	$255.-
74.	Furnish And Install MUTCD Regulatory, Warning, & Guide Sign, 36"X36", e.g., R3-7, W9-1, W4-2, W73SA, W74, G77-4, D1-2, R5-1	1530-4	EA	20	$277.-	$5,540.-
75.	Install Or Remove and Replace Object Marker, Type N-1	1530-4	EA	25	$303.-	$7,575.-
76.	Install Or Remove and Replace Object Marker, Type Q/Type K	1530-4	EA	20	$303.-	$6,060.-
77.	Install Or Remove and Replace Object Marker, Type P	1530-4	EA	10	$320.-	$3,200.-
78.	Install Or Remove and Replace Object Marker, Type L-1	1530-4	EA	10	$320.-	$3,200.-
79.	Relocate Irrigation Box	1601-2	EA	4	$2,300.-	$9,200.-
80	Install Or Remove and Replace 6" AC Dike D1-6 per City Std Plate 111	1192-5	LF	350	$25.-	$8,750.-
					TOTAL BID PRICE:	$9,102,475.-

TOTAL BID PRICE IN DIGITS: $ 9,102,475

TOTAL BID PRICE IN WORDS: NINE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS

Bidder's Company Name: TORO ENTERPRISES, INC.

Signature: _____ Title: PRESIDENT

Print: TRENT ROYLE Date: 2-10-26

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.

3/26

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 ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

Rev. 3/26 INS-G.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & CONTRACTORS PROTECTIVE

❒ Claims Made
Retroactive Date _____
❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: (____) _____

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

1 **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

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:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT C
IRAN CONTRACTING ACT CERTIFICATION

CITY OF OXNARD
ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET,
NONE **SAVIERS ROAD, & VENTURA ROAD**
SPECIFICATION NO. PW 25-43

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):

TRENT ROYLE, PRESIDENT
Printed Name & Title of Person Signing: Date Executed

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

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

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-G 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 _____, 2026.

GRANTOR	**GRANTEE**
The City of Oxnard	_____
By: _____	By: _____
Public Works Director	_____

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

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 Boulevard, Oxnard, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET, SAVIERS ROAD, & VENTURA ROAD PROJECT SPECIFICATION NO. PW 25-43.

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 NINE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS ($9,102,475.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Toro Enterprises, Inc., 2101 E. Ventura Boulevard, Oxnard, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ARTERIAL STREET RESURFACING - OXNARD BLVD., 5TH STREET, SAVIERS ROAD, & VENTURA ROAD PROJECT SPECIFICATION NO. PW 25-43.

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 NINE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS ($9,102,475.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

Dated: _____

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FILIPPIN ENGINEERING, INC.

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Filippin Engineering, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. **[INTENTIONALLY OMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.** To provide construction support services including, daily/special inspection, contract administration, and managing daily project progress. The project consists of a wide range of disciplines including median replacement, overlay, ARAM, micro-surfacing, electrical, striping, signage and utility adjustment.

3. **PARTIES.**

   City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

   Filippin Engineering, Inc., a corporation of the State of California, located at 354 S Fairview Ave, Suite D, Goleta, CA 93117

4. **TERM OF AGREEMENT:** From: May 5, 2026 To: May 4, 2027

   A. Time is of the essence in this Agreement
   B. This Agreement does not have any options to extend.
   C. [INTENTIONALLY OMITTED]
   D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $741,634.00

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: [RESERVED]
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: [RESERVED]

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name Abebaw Anbessaw Title Engineer Division Manager Phone 805-385-7675 Email abebaw.anbessaw@oxnard.org Address 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030	Name Gino Filippin Title President Phone 805-845-4602 Email gino@fecivil.com Address 354 S Fairview Ave, Suite D, Goleta, CA 93117

8. **CONTRACTUAL PREREQUISITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

   A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
   B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
   C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
   D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwengineeringAP@oxnard.org**

B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be

an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in Section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only

for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [INTENTIONALLY OMITTED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
(1) Has thoroughly reviewed and considered the services and work to be performed; and
(2) Has reviewed the issues regarding the Scope of Services to be provided; and
(3) Has carefully considered how the services and related work should be performed; and
(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City’s possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain “trade secrets” (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City’s Designated Representative during the

term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in Section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code Section 2782.8 (“Design Professional”). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant’s proportionate percentage of fault, except as otherwise set forth in said Civil Code Section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any

Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. **LIVING WAGE REQUIREMENTS**. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **[RESERVED]**

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written

consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be

permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant

shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

FILIPPIN ENGINEERING, INC.

Gino Filippin, President 4/8/26 Date

Lyle Nemeth, CFO[3] 4/8/2026 Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.
[2] The Purchasing Agent may execute any authorized agreement up to $220,000.
[3] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Tamara Flynn

This work program includes a series of tasks for Construction Phase Services related to the Arterial Street Resurfacing - Oxnard Blvd., 5th St, Saviers Rd, & Ventura Rd Project.

Task 1 Program Management

1. **Project Management**: The purpose of this task is to establish and maintain effective project management and communication throughout the project. The CM shall coordinate all work efforts of the Project Team including representatives from the City and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CM shall become familiar with City processes, procedures, and objectives to provide services and assistance as directed by City staff. The CM shall work under the direction of the City Project Manager, develop and maintain open lines of communications and cooperation between City staff, CM staff, contractors, and the public.
2. **Project Kick-off Meeting**: At the commencement of the Project, the CM shall facilitate a "kick-off" meeting with the City to discuss the scope and parameters of the Project. The CM shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CM shall prepare and distribute meeting minutes within two (2) working days of the meeting.
3. **Progress Meetings**: The CM shall conduct bi-weekly progress meetings with the City for the duration of the project. The CM shall prepare an agenda that will include topics such as safety, RFI, submittals, change order, schedule, and construction progress. The CM shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager and shall be distributed within two (2) working days of the project meeting. Project progress meetings will be held online. At least monthly, the CM will present a summary of the monthly progress reports and discuss outstanding or upcoming project issues with the City.

4. **Monthly Invoicing**: The CM shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to **pwengineering@oxnard.org**

5. **CM Plan**: The CM shall prepare a CM Plan utilizing the final conformed, contract documents that will include the following elements:
   - Organization Chart
   - CM Project Team and description of duties and responsibilities
   - Safety compliance
   - Claims avoidance strategy
   - Special inspection requirements
   - Inspection procedures
   - List of all tests required for project
   - Materials testing location
   - Document management system
   - Field office location
   - Project close out process

6. **CM Staffing**: The CM shall provide appropriate staffing to accommodate the needs of the project.

Task 2 – Construction Administration

The CM shall provide a Resident Engineer (RE) to provide construction administration and direct contractor activities whenever the contractor is working onsite. If the RE meets the certification requirements for the specialty inspectors, the RE may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks. The RE shall be certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CM shall assume that the RE shall be dedicated full time for the duration of the project. The Construction Administration tasks are described below.

A. **Contract Administration**: The CM shall have the responsibility for the daily management of the construction project. The CM shall provide and coordinate construction management services of the following activities.
   - **Administration**: The CM shall administer construction contracts and provide technical Construction Management support to City staff to facilitate completion of projects.
   - **Contractor Communication**: CM shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. CM shall provide for timely, thorough, clear, effective and

responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. CM shall receive, log, and track requests for information. CM shall provide a technical review of RFI's to determine if the issue is addressed adequately. CM shall respond where the RFI can be addressed in the Contract Documents. If the contract documents are not clear, the CM shall forward RFI's to the Design CM. RFI's responded by the designer shall be tracked for a timely response. CM shall develop a project directory of key consulting and contractor personnel working on the project.

- **Quality Assurance**: CM shall manage the Contractor's Quality Assurance.
- **Substitution Requests**: CM shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon the CMs evaluation of the request for substitutions, the CM shall inform the PM and Engineer of Record of the substitution request and request an evaluation and decision of the merits of the substitution.
- **Resource Loading**: CM shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.
- **Submittal Review/Logging**: CM shall receive, respond, log, and track submittals. If the contract documents are not clear, the CM shall forward submittals to the Engineer of Record. Submittals responded by the designer shall be tracked for a timely response.
- **Project Meetings**: The CM shall conduct weekly job site construction meetings involving the project team and maintain action items, minutes of said meetings and compliance with the contract provisions. Maintain and distribute meeting minutes within two (2) working days.

B. **Safety and Security Monitoring:** Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CM's responsibility to monitor, enforce safety, and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.

- **Safety**: The CM shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for the CM Team. The CM shall prepare a safety plan for the CM team.
- **Job Site Security Verification**: Routinely check job site security and measures taken to protect the public from hazards.
- **Emergency Response Plan Review**: Review Contractor's emergency response plans. CM shall ensure that Contractor complies with State and Federal

requirements but shall not be responsible for defining Contractor's safety programs. CM shall notify Contractor of potential unsafe working conditions.

C. **Environmental Monitoring**: The CM shall review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.

D. **Controls and Scheduling**: CM shall provide comprehensive project scheduling and control expertise as follows:
- **Baseline Schedule Review**: CM shall review and comment on contractor's baseline and project schedule critical path, and logic review. CM shall ensure that schedule meets all requirements of contract.
- **Progress Schedule Review**: CM shall review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
- **Cost and Budget**: CM shall monitor project construction costs, budgets, schedule and maintain current workflow projections.
- **Reporting**: CM shall prepare and distribute monthly construction reports. CM shall provide at a minimum:
    - Daily inspection reports
    - Weekly job site meeting minutes
    - Monthly report overview
    - Project cost to date
    - Schedule updates
    - Recommendations to mitigate project delays
- **Progress Payment Review**: CM shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. The CM shall ensure that the contractor's request for payment does not represent more than the amount for work performed on a monthly basis.
- **Contract Extensions**: CM shall review, analyze, and make recommendations on contractor time extensions/requests.
- **Miscellaneous Coordination**: CM shall coordinate and monitor work to be performed by others.
- **Project Notice Coordination**: CM shall receive and review project notices, and submit to the City with appropriate recommendations.
- **Monitor Time and Materials Work**: CM shall monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project, and documented on invoices.

E. **Cost Estimating:** The CM shall maintain a cost estimating system that conforms to industry accepted practices and provide the following:

- **Contractor Proposals**: CM shall evaluate contractor cost reduction proposals in accordance with industry cost standards. CM shall provide detailed analysis of the contractor's proposal along with a recommended outcome to the Project Manager.
- **Change Order Review**: The CM shall review proposed change orders. The CM shall provide a change order review standard that includes a detailed process, forms, and recommendations of actions to the PM. CM's change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time.

F. **Document Control**: The CM shall establish a document management system for the following:
- **Filing**: The CM shall utilize a filing system. CM shall use a web based document management system as approved by the City. CM shall be responsible for the cost of the document management system and training.
- **Claims**: The CM shall identify, analyze and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) The CM shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.
- **Document Tracking**: All central receipts, control, storage, distribution, indexing and tracking of all documents.
- **Document Managing**: All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.
- **As-Built Documents Administration**: Maintaining a current set of as built drawings and specifications.
- **Document Maintenance**: Maintaining all field documents, storing original documentation and furnishing to the City at project completion.

G. **Operations and Maintenance Manuals:** The CM shall receive final O&M equipment manuals from contractor and coordinate their review. Final O&M manuals shall be delivered to the Operations Manager.

H. **Change Order and Claims Management:** The CM shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition.

When agreement cannot be reached, the CM shall support the City's position and assist in formulating a claims defense and participate in resolution including:

- **Document Managing**: Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.
- **Contractor Request Review**: Review requests of alleged cost increases and/or time impacts for merit concurrently.
- **Change Order Review**: Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CM's fair cost estimate CM shall negotiate an equitable resolution with guidance from the City's Project Manager.
- **Change Order Expediting**: After the equitable resolution is reached the CM shall expedite approval of the negotiated change order.

Task 3 – Inspection

The CM shall provide inspection services and monitoring of construction to ensure construction is in compliance with the project construction documents. The CM's resident engineer and inspection staff shall verify construction compliance and Quality Assurance Quality Control with applicable permits, codes, construction documents and any environmental mitigation. CM shall maintain redline as-builts on a monthly basis.

1. **Daily and Weekly Documentation:**
   - **Documentation of Construction Activities**: Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.
   - **Construction Reporting**: Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.
   - **Non-Conformance Reporting**: Provide non-conformance reports.
   - **Photographic Records**: Provide weekly photographic/digital records of the project during construction.
2. **Civil Inspections:** The CM shall provide qualified inspectors for all improvements to inspect, monitor, and report on construction improvements. The Civil Inspector shall be certified by the International Code Council (ICC). Civil inspections shall include:
   - Site grading
   - Site improvements
   - Micro surfacing
   - ARAM
   - Excavation and dig outs
   - Pavement reconstruction
   - Median reconstruction
   - Concrete work
   - Striping

- Traffic sign installation/replacement
- Utility adjustment
- Coordination of soil sampling and testing
- Traffic loop induction

- **Field Testing**: Witness field tests and startup procedures for electrical equipment.

3. **Soil and Materials Testing:** The CM shall provide qualified and approved testing laboratories and California registered Geotechnical Engineers and/or ICC-certified Soils Special Inspector-EC or equivalent staff to perform all necessary soils and materials testing required to verify the quality and proper placement. The Soils and Materials Inspector shall be responsible for the following:
   - **Material Sampling**: Sample on-site and imported materials for compliance with the specifications for use as backfill materials
   - **Material Testing**: Perform maximum density tests and optimum moisture content tests on materials to be used as backfill. Examples of testing include: gradation, R-value, sand equivalence, etc.
   - **Conformance Testing**: Perform compaction tests for backfill. Separate testing shall be performed for the pavement zone, street zone, and areas of over-excavation. Provide recommendations for compaction or density testing of rock backfill materials. Sand cone test method is required for soil compaction testing. Alternate compaction testing may be utilized; including but not limited to, nuclear gauge.
   - **Data Review**: Tabulate test data and review failing tests. Provide immediate notification of any failure to meet the requirements of the project contract documents.
   - **Reporting**: Upon prior authorization from the City, prepare a final report at the completion of construction certifying that geotechnical issues comply with the contract documents.

4. **Storm Water Pollution Prevention Plan Inspection:**
   - Review contractor's site-specific SWPPPs for compliance with applicable regulations.
   - Monitor contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMP's. The SWPPP inspector shall notify contractor and the City if the pollution prevention controls are in or out of compliance with the SWPPP.

Task 4 – Construction Closeout

The CM shall manage the turnover of the assigned project to the City, including contract closeout, management of warranty period activities and demobilization of CM staff including:

A. **Site Closeout:** The CM shall budget under the Task 3 Construction Administration budget to close out construction and oversee demobilization at each site. Site Closeout tasks shall include:

- **Site Final Walk-Through**: Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.
- **Site Punch List**: Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
- **Site Record Drawing Preparation**: Verify and deliver contractor as-built marked up drawings for record drawing preparation within 14 calendar days of site substantial completion.
- **Site Permitting**: Monitor permit and agency sign-offs within 14 calendar days of substantial completion.
- **Site Final Reporting**: Prepare site summary report in accordance with the City within 7 days of final completion.
- **Site Documentation Turnover**: Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.
- **Site Warranty Coordination**: The CM shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
- **Site Demobilization**: Demobilize the CM staff and facilities in accordance with agreed upon plan.

B. **Construction Contract Close Out:** The CM shall oversee the contract closeout process and assist in resolving O&M service disputes. The CM shall budget under the Task 3 budget for Construction Contract Close Out. The closeout shall entail sign offs by responsible parties and include:

- **Project-wide Final Walk-Through**: Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion. The final walk-through shall be extended to include relevant City Departments and Divisions.
- **Project-wide Punch List**: Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
- **Project-wide Record Drawing Review and Corrections**: Review record drawings prepared by the Design Engineer or contractor as-built marked up

drawings delivered for each site for correctness and consistency within 14 calendar days of substantial completion.

- **Final Payment/Close-Out Change Order Review**: Review final payment and close out change orders within 7 days of substantial completion.
- **Permitting**: Confirm that all permits are in place within 14 calendar days of substantial completion.
- **Final Reporting**: Prepare final summary report in accordance with the City within 7 days of final completion.
- **Documentation Turnover**: Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.
- **Project Warranty Coordination**: The CM shall review and updated as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
- **Final Demobilization**: Demobilize the CM staff and facilities in accordance with agreed upon plan.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

SCHEDULE OF COMPENSATION

Task	Description	Estimated Fee
1	Program Management (24 Weeks)	$72,666
2	Construction Administration (20 Weeks)	$159,346
3	Inspection (20 Weeks)	$470,110
4	Construction Closeout (2 Weeks)	$23,720
5	Labor Compliance (Optional Task)	$8,176
6	Outreach (Optional Task)	$7,616
	Total	**$741,634**

Client: City of Oxnard		Filippin Engineering									NV5	Sub-Total		Total
Project: ARTERIAL STREET RESURFACING PROJECT		Brad Starr, PE *Principal In Charge*	Rafael Medina *Resident Engineer*	Robbie Rendon *Inspector*	Robbie Rendon *Inspector* (OT)	Backup *Inspector*	Cheril Magallanes *Office Engineer*	Terry Weaver *Outreach*	Expenses	FE Total	Cost	Subconsultant Total	FE Markup	
Date: 03/02/2026		$ 259	$ 227	$ 194	$ 291	$ 194	$ 146	$ 136					10%	
1	Program Management (24 Weeks)	92	210				8			$ 72,666		$ -	$ -	$ 72,666
2	Construction Administration (20 Weeks)		630	24			80			$ 159,346		$ -	$ -	$ 159,346
3	Inspection (20 Weeks)			800		280				$ 209,520	$ 236,900	$ 236,900	$ 23,690	$ 470,110
4	Construction Closeout (2 Weeks)	12	60	24			16			$ 23,720		$ -	$ -	$ 23,720
5	Labor Compliance (Optional Task)						56			$ 8,176		$ -	$ -	$ 8,176
6	Outreach (Optional Task)							56		$ 7,616		$ -	$ -	$ 7,616
	PROJECT TOTAL	104	900	848	0	280	160	56	$ -	$ 481,044	$ 236,900	$ 236,900	$ 23,690	$ 741,634

Notes:

1 The hours provided above are an estimate of effort required for the scope included in FE's proposal.

2 Construction Inspection services based on 100 Working Days (20 Weeks)

3 Overtime for FE's Construction Inspector has not been included. Any overtime will be approved in writing by the City in advance, if needed.

4 FE's Backup Inspector will be used in times of absence or multi-shift work by the Contractor i.e. if/when the Contractor works days and nights. Backup Inspector qualifications will be submitted to the City for approval.

5 Rafael Medina (Resident Engineer) is assigned to the project full-time. During the construction phase of the project his time will be split between Task 1 and Task 2.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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 notes 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.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ coverage. ☐ Per Occurrence

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and

each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

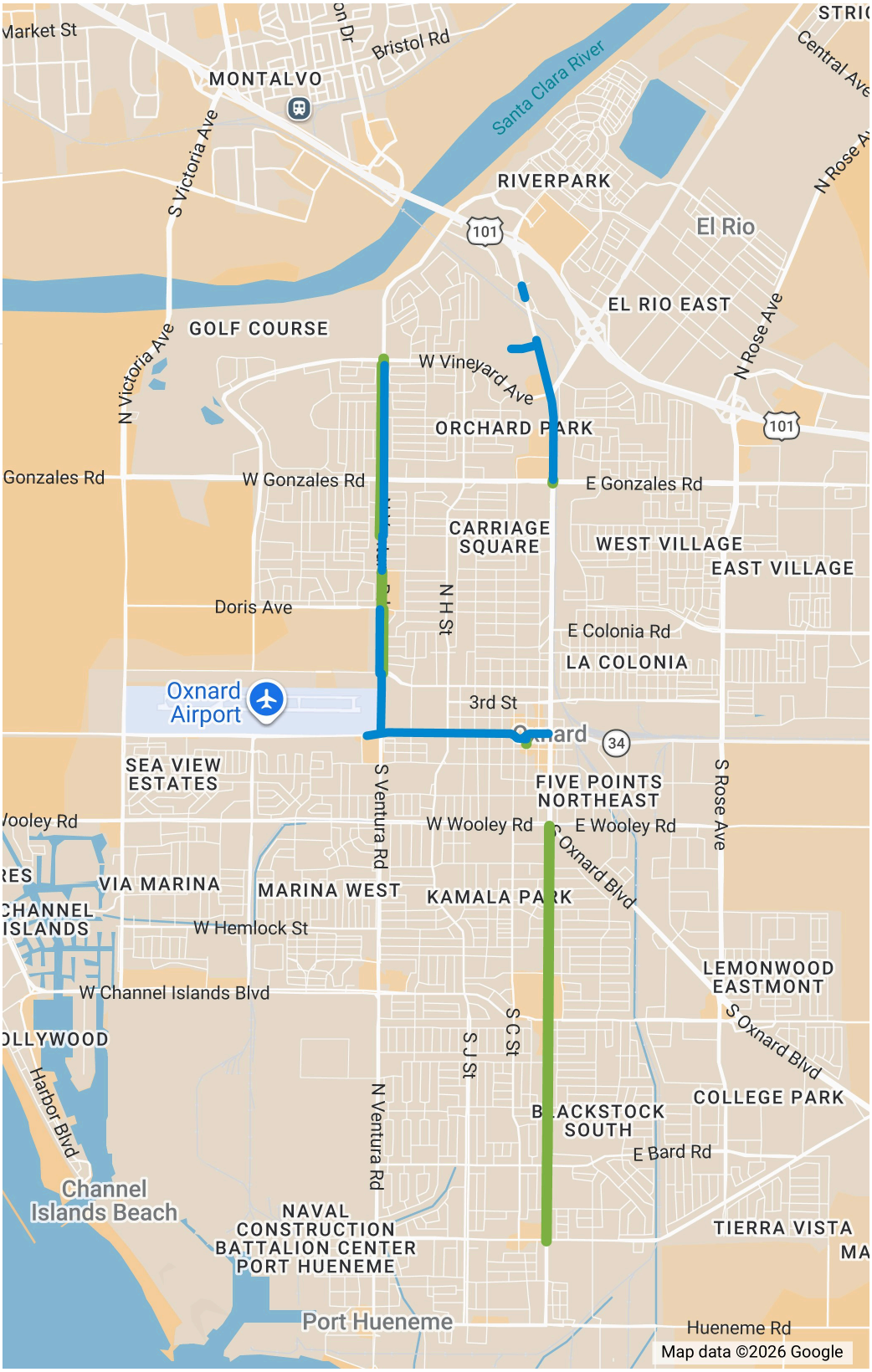
PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Filippin Engineering, Inc.)

[RESERVED]

Arterial Street Resurfacing Project PW 25-43

Microsurfacing

Rubberized Asphalt Overlay



Public Project Agreement 32600375 with Toro Enterprises, Inc. and Agreement 32600470 with Filippin Engineering, Inc. for Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43

City Council
May 5, 2026

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $10,922,971.00 in Project funds for the Arterial Street Resurfacing - Oxnard Blvd., 5th Street, Saviers Road, & Ventura Road, Specification No. PW 25-43;

2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of $9,102,475.00 for the Project and a Project contingency amount of $910,248.00 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of $10,012,723.00;

RECOMMENDATION

3. A Project allocation amount of $910,248.00 (~10%) for engineering, inspection, survey, construction management, and project management; and

4. The Mayor to execute an Agreement with Fillippin Engineering, Inc. in the amount of $741,634.00 with a term of one year from May 5, 2026, through May 4, 2027, for professional construction management services.

BACKGROUND

The Arterial Street Resurfacing is an ongoing Capital Improvement Program (CIP) project that addresses multiple locations throughout the City over five phases. This present contract includes the following street segments:

1. Oxnard Boulevard from Gonzales Road to Wagon Wheel Road
2. Orchard Place from Oxnard Boulevard to end of the road
3. Fifth Street from Oxnard Boulevard to Ventura Road
4. Ventura Road from Fifth Street to Vineyard Avenue
5. Saviers Road from Wooley Road to Pleasant Valley Road

BACKGROUND

These road segments have reached a point in their lifecycle where preventive and/or corrective work is needed.

The average Pavement Condition Index (PCI) score for these segments is 50-60, indicating the need for resurfacing.

Distressed sections will receive new asphalt and ARAM (asphalt rubber aggregate membrane), with microsurfacing being applied to sections that have low to moderate distress.

Medians will be reconstructed

BACKGROUND

To ensure success, a project of this scale and complexity requires full-time field management, engineering, and inspection oversight, similar to the successful outcome of the Gonzales Road paving project.

To accomplish this, the Public Works Department solicited for a professional consultant with well-documented construction management experience.

BACKGROUND

The work is tentatively scheduled to begin in May of 2026 and continue into Fall of 2026 (100 working days).

Staff will work closely with the Neighborhood Council members and residents 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.

Nightwork will be required as part of the project on the major arterial streets.

DISCUSSION - CONSTRUCTION SERVICES

- Notice Inviting Formal Bids (NIFB) was published on January 8, 2026, in a local newspaper (Vida),
- Also published in multiple online platforms and bid boards.
- Directly distributed to 47 contractors who have registered with the City.

Bids were opened on February 11, 2026. The City received three bids:

- Toro Enterprises Inc.: $9,102,475.00
- Onyx Paving Company, Inc: $9,369,000.00
- Security Paving Company, Inc.: $10,115,997.00

DISCUSSION - CONSTRUCTION SERVICES

- The lowest bidder was Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB.
- Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors.
- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project.
- Staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

DISCUSSION - CONSTRUCTION SERVICES

Total cost for the Project is **$10,922,971.00** which includes:

- Agreement 32600375 with Toro Enterprises, Inc. in the amount of **$9,102,475.00**
- Contingency of **$910,248.00(~10%)**
- Engineering, inspection, survey, construction management, and project management (EISPM) of **$910,248.00 (~10%)**
  - Includes the cost of the Filippin contract

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES II

The current and planned City staff workload is such that contracted resources are recommended to properly manage the construction phase of this project.

All City project managers currently have full workloads, and their available time resources would likely be insufficient to manage the construction of this project at the level of attention it requires.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES [12]

The consultant is tasked with the following construction management scope:

- Serve as primary liaison between the City, Project Manager, and construction contractor
- Lead pre-construction coordination, including meetings, agendas, and contractor mobilization
- Manage weekly progress meetings and overall project communication
- Oversee document control (RFIs, submittals, change orders) and maintain complete project records

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES [13]

- Review and coordinate contractor submittals with the design engineer for approval
- Provide full-time inspection and ensure construction complies with plans and specifications
- Coordinate QA/QC, materials testing, and track/resolve deficient work
- Review, evaluate, and process change orders and contractor pay requests
- Review project schedules and as-built drawings for accuracy and compliance

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES 14

- The request for proposals (RFP) for the project was published on January 8, 2026, and was due on February 11, 2026.

- The City received two proposals, and both were deemed complete and responsive.

- These proposals were then reviewed by three staff members, consisting of the Senior Inspector and two Project Managers, including the Project Manager assigned to the Project.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES 15

Proposals were scored using the following criteria:

- Completeness of response
- Qualifications
- Experience
- Education of key staff
- Scope of services to be provided
- Proposer's experience with public agencies
- References.

DISCUSSION - CONSTRUCTION MANAGEMENT SERVICES 16

- After a thorough review, Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the project.

- This selection was based on the firm’s extensive construction management experience, including successful completion of other City projects, as well as an understanding and familiarity of the Engineering Division's needs, and dedicated local staff presence.

FINANCIAL IMPACT

This project is funded with:

- General Fund (101)
- Road Maintenance and Rehabilitation Account (RMRA) Fund (185)
- State and Local Grant Fund (210)

Plus budget appropriations of:

- $100,000 from the Water Operating Fund (601)
- $100,000 from the Wastewater Operating Fund (611)

FINANCIAL IMPACT

- The total available project balance for the Arterial Street Resurfacing Project (C2205) from all funding sources is approximately ~$19.8 million.

- The total cost for this Project is $10,922,971.00, which includes the construction and construction management agreements, contingency and project allocation.

FINANCIAL IMPACT

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 repairs and deferred maintenance in other areas of the City.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.6

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Public Project Agreement 32600483 with American Asphalt South, Inc. for Advanced Alley Maintenance Program – Phase 1, Specification No. PW 26-06.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $2,848,460.00 in Project funds for the Advanced Alley Maintenance Program-Phase I Project, Specification No. PW 26-06;
2. The Mayor to execute an Agreement with American Asphalt South, Inc. in the amount of $2,373,716.00 for the Project and approve a Project contingency amount of $237,372.00 (~10%) with American Asphalt South, Inc. for a total not to exceed value of $2,611,088.00 for the Project;
3. A Project allocation amount of $237,372.00 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A project budget appropriation of $862.631.00 from Measure O Fund (104) available fund balance to the Advanced Alley Maintenance Project (C2603), as well as the corresponding Capital Outlay Fund (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/-9MBxFFSLyc

BACKGROUND

The Advanced Alley Maintenance Program-Phase I Project, Specification No. PW 26-06 is a Capital Improvement Program (CIP) project intended to address deferred maintenance within the City's alleyways. Through field inspections and public 311 service requests, City staff have identified locations where alley surfaces have deteriorated due to age and use. In the most recent Pavement Management Program Update Report, the average Pavement Condition Index (PCI) for all City-responsible alleys is 40 out of a possible 100.

The project was developed as a citywide effort, allowing multiple locations to be addressed under a single contract. The scope of work includes the maintenance and interim repair of existing asphalt concrete alley pavement across various neighborhood locations throughout the City. Improvements include placement and compaction of an asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment, application of slurry seal, and excavation and reconstruction of failed asphalt pavement areas.

As a reminder, staff recommended, and the City Council approved, this project during the mid-cycle CIP update in May 2025. Because the City has a large number of alleyways with low PCI and cannot address them all at once, the project is intended to provide an interim maintenance overlay for alleyways that have been on the capital improvement project list

for a long time. For reference, we have attached the maps from the City's Pavement Management Plan 5-Phase outlook to see the upcoming alley locations.

The work also includes furnishing all necessary materials, equipment, supplies, and services, and performing all labor required to complete the proposed improvements and all appurtenant work.

Capital Improvement Program (CIP) Reference:

Project No. **C2603** – Advanced Alley Maintenance Program - Phase I - Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029, Adopted May 20, 2025 – Staff Report Page 8.

DISCUSSION

The work associated with this project is tentatively scheduled to begin in June 2026 and continue into early October 2026 (100 working days), absent any supply chain delays, weather delays, or unforeseen site conditions. Staff and the contractor will coordinate with the various Neighborhood Councils and Environmental Resources for trash pick-up coordination to keep them informed of the schedule. Furthermore, staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project timeline, unforeseen conditions and schedule milestones. Additionally, general project information will be disseminated on the City's website and social media accounts to help keep the public informed.

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on March 5, 2026, in the local newspaper. Additionally, the NIFB was posted on Planet Bids and multiple other online platforms, including the City's website, and distributed directly to 41 contractors who have registered with the City to be notified of Public Project bids within their license category. A total of 134 contractors were notified for this project. All bids were opened on March 25, 2026, and the City received the following bids:

BIDDER	BASE BID	ADDITIVE ITEMS BID (sum of 2 items)	TOTAL BID
ESTATE DESIGN AND CONSTRUCTION	$604,675.00	$117,960.00	$722,635.00
ROY ALLAN SLURRY SEAL, INC.	$1,992,150.00	$106,408.00	$2,098,558.00
AMERICAN ASPHALT SOUTH, INC.	$2,185,916.00	$187,800.00	$2,373,716.00
PAVEMENT COATINGS CO	$2,585,260.00	$274,432.00	$2,859,692.00
MANHOLE ADJUSTING INC	$2,656,338.00	$154,620.00	$2,810,958.00

The base bid for the project includes work to repair failed asphalt pavement areas in alleys throughout the City using various methods, including the placement and compaction of an asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment, application of slurry seal, and excavation and reconstruction of failed asphalt pavement areas. Additionally, the bid form requested pricing from bidders on additive items, which is work beyond the base bid items. The additive items are recommended for award because they are adjacent to the base bid locations, allowing the City to leverage a single mobilization and lower unit costs. Additionally, including these segments helps maintain continuity of pavement conditions within the neighborhood alley network.

The bids submitted by Estate Design and Construction and Roy Allen Slurry Seal, Inc. were rejected for not meeting the minimum requirements of a responsive bid as stated in the bid documents. Accordingly, American Asphalt South, Inc. is

determined to be the lowest responsive bidder to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from American Asphalt South, 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. Thus, staff recommends that the City Council award the contract for this Project to American Asphalt South, Inc.

In addition to the project award amount of $2,373,716.00, Staff recommends authorizing $474,744.00 for the project, which includes $237,372.00 for project contingency (10% of the contract costs) and $237,372.00 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $2,848,460.00.

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 project cost is $2,848,460, encompassing the construction agreement, contingency, and project allocation. Currently, the Advanced Alley Maintenance Project (C2603) has an available budget balance of $1,985,829 within the Measure O Fund (104). To address the remaining $862,631 funding needs, staff requests an appropriation from the available Measure O Fund (104) fund balance.

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 32600483
2. Project Map
3. Alley Maps from the 5-Phase Pavement Management Plan
4. Presentation

CONSTRUCTION CONTRACT FOR ADVANCED ALLEY MAINTENANCE PROGRAM - PHASE 1 SPECIFICATION NO. PW 26-06

BY AND BETWEEN THE CITY OF OXNARD AND AMERICAN ASPHALT SOUTH, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AMERICAN ASPHALT SOUTH, INC. ("Contractor"). Contractor's license number is 784969. 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 ADVANCED ALLEY MAINTENANCE PROGRAM – PHASE 1 as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 26-06 (the "Project"); and

WHEREAS, on March 5, 2026, 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 Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies 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;
7. Special Provisions;
8. General Provisions;
9. Bid Forms and attachment thereto;
10. Performance Bond;
11. 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 California Class A – General Engineering Contractor's license issued by State Contractors License Board.

This project requires specialty items which are identified on the Bid Schedule in Bid Item #9 and Bid Item #10, as further described in the Special Provisions. If Bidder selected a subcontractor for this portion of the project the percent of this specialty work performed may be deducted from the total original contract before computing the amount of work required to be self-performed by the Contractor's own organization.

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

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

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

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO MILLION THREE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS, ($2,373,716.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

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

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred (100) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

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

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

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

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.

2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

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

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.

2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

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

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

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

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

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

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

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;

2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

3. Reasonable expenses directly attributable to termination.

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

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

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

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

10. PREVAILING WAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours

when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

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

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

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of 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. RESERVED

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

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

2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

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

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

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

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY:	City of Oxnard 305 W. Third Street, East Wing, Third Floor Oxnard, CA 93030
TO CONTRACTOR:	American Asphalt South, Inc. 2990 Myers Street Riverside, CA 92503

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. 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

☒ Luis A. Mc Arthur, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

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

CONTRACTOR

Jeff Petty, President [2] Date

Tim Griffin, Secretary Date

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000. The Purchasing Agent may execute any authorized 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 completed by Contractor.**

Exhibit D: **[RESERVED].**

Exhibit E: **[RESERVED]**

Exhibit F: **[RESERVED]**

EXHIBIT G: **Grant of Non-Exclusive Right of Entry Agreement**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTORS BID PROPOSAL

BID SCHEDULE

ADVANCED ALLEY MAINTENANCE PROGRAM – PHASE I
SPECIFICATION NO. PW 26-06

Bidder's Company Name: American Asphalt South, 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 REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization / Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS		95,000.00	95,000.00
2.	Traffic Control And Public Convenience And Safety	1505-4	LS		356,000.00	356,000.00
3.	Storm Water Pollution Prevention Plan	1800-3	LS		2,500.00	2,500.00
4.	Clearing And Grubbing	1103-3	LS		54,000.00	54,000.00
5	Unclassified Excavation	1120-4	CY	100	325.00	32,500.00
6	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	100	375.00	37,500.00
7	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	500	415.00	207,500.00
8	Crack Seal	1155-4	LB	1,200	11.60	13,920.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
9	Slurry Seal (PME-RAP) (Specialty Item)	1160-6	SQYD	155,400	3.74	581,196.00
10	Asphalt Rubber Aggregate Membrane (ARAM) (Specialty Item)	1151-5	SQYD	146,800	5.25	770,700.00
11	Cold Mill AC Pavement (2" Max.)	1110-3	SQYD	2,000	14.25	28,500.00
12	Class 2 Aggregate Base	1130-4	TON	80	82.50	6,600.00
BASE AMOUNT TOTAL:						$2,185,916.00 * ~~$2,185,961.00~~

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Crack Seal	1155-4	LB	4,800	8.10	38,880.00
2	Slurry Seal (PME - RAP)	1160-6	SQYD	34,000	4.38	148,920.00
TOTAL ADDITIVE ITEMS:						$187,800.00

TOTAL BID PRICE = BASE AMOUNT TOTAL WITHOUT CONSIDERING ANY AMOUNTS LISTED FOR ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 2,185,916.00

TOTAL BID PRICE IN WORDS: Two Million, one hundred eighty-five thousand nine hundred sixteen & 00/100 Dollars

Bidder's Company Name: American Asphalt South, INC.

Signature: [signature] Title: President

Print: Jeff Petty Date: 3/23/26

* Contract award amount is $2,373,716.00 which is the total of Base Amount $2,185,916 plus Additive Item #1 - $38,880 plus Additive Item #2 - $148,920.

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.

4/26

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 ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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, Aoccurrence@ form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT C
IRAN CONTRACTING ACT CERTIFICATION FORM

CITY OF OXNARD
ADVANCED ALLEY MAINTENANCE PROGRAM – PHASE 1
SPECIFICATION NO. PW 26-06

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): American Asphalt South, INC Federal ID Number (or n/a): 943324781

By (Authorized Signature):

Jeff Petty - President 3/23/26
Printed Name & Title of Person Signing: Date Executed

Executed in the County of Riverside 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

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

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 _____, 2026.

GRANTOR	**GRANTEE**
The City of Oxnard	_____
By: _____	By: _____
Public Works Director	_____

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

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 American Asphalt South, Inc., 2990 Myers Street, Riverside, CA 92503 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ADVANCED ALLEY MAINTENANCE PROGRAM – PHASE I, SPECIFICATION NO. PW 26-06.

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

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

_____

_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of TWO MILLION THREE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS ($2,373,716.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to American Asphalt South, Inc., 2990 Myers Street, Riverside, CA 92503 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ADVANCED ALLEY MAINTENANCE PROGRAM – PHASE 1, SPECIFICATION NO. PW 26-06.

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

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

_____

_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of TWO MILLION THREE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS ($2,373,716.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

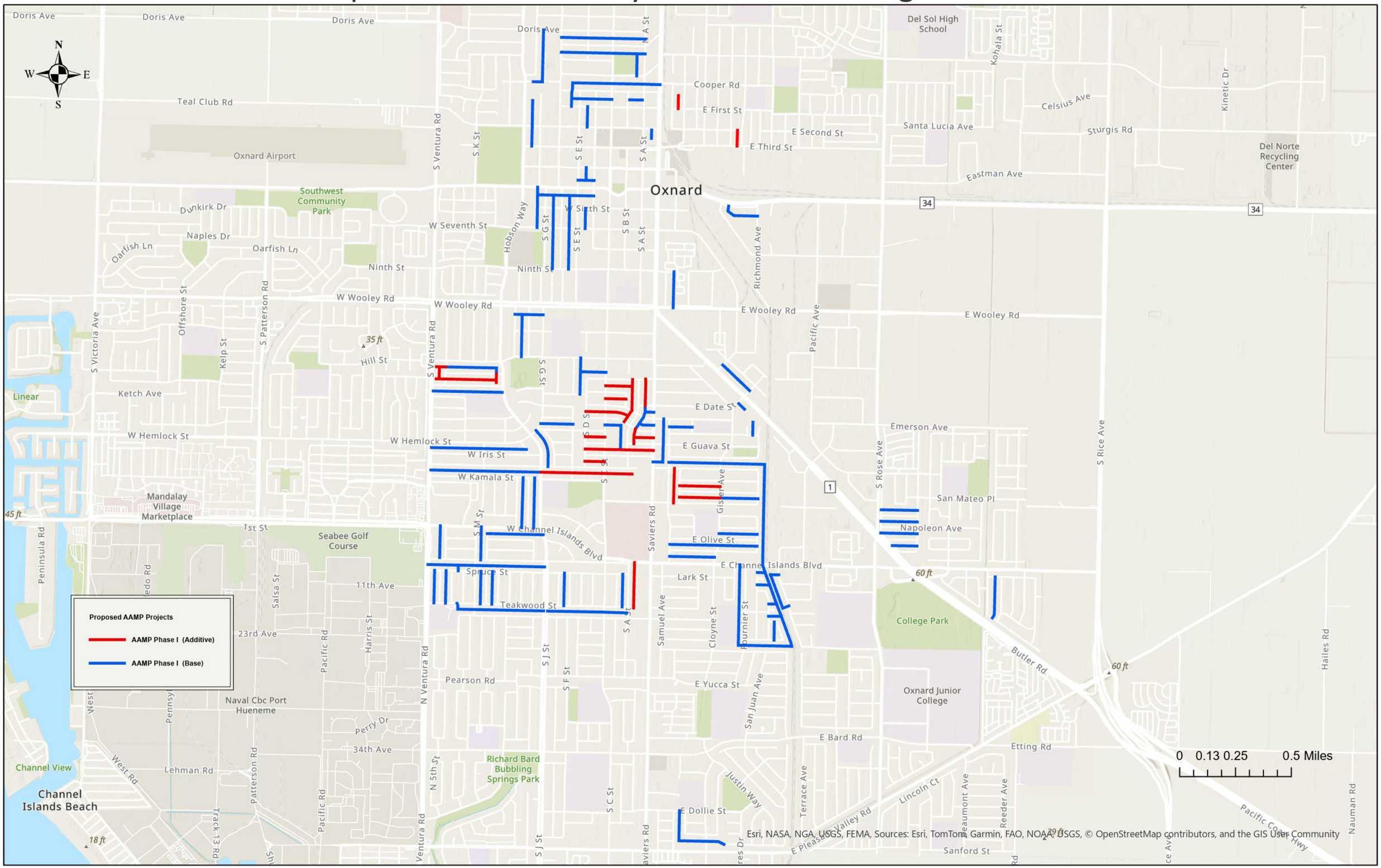
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

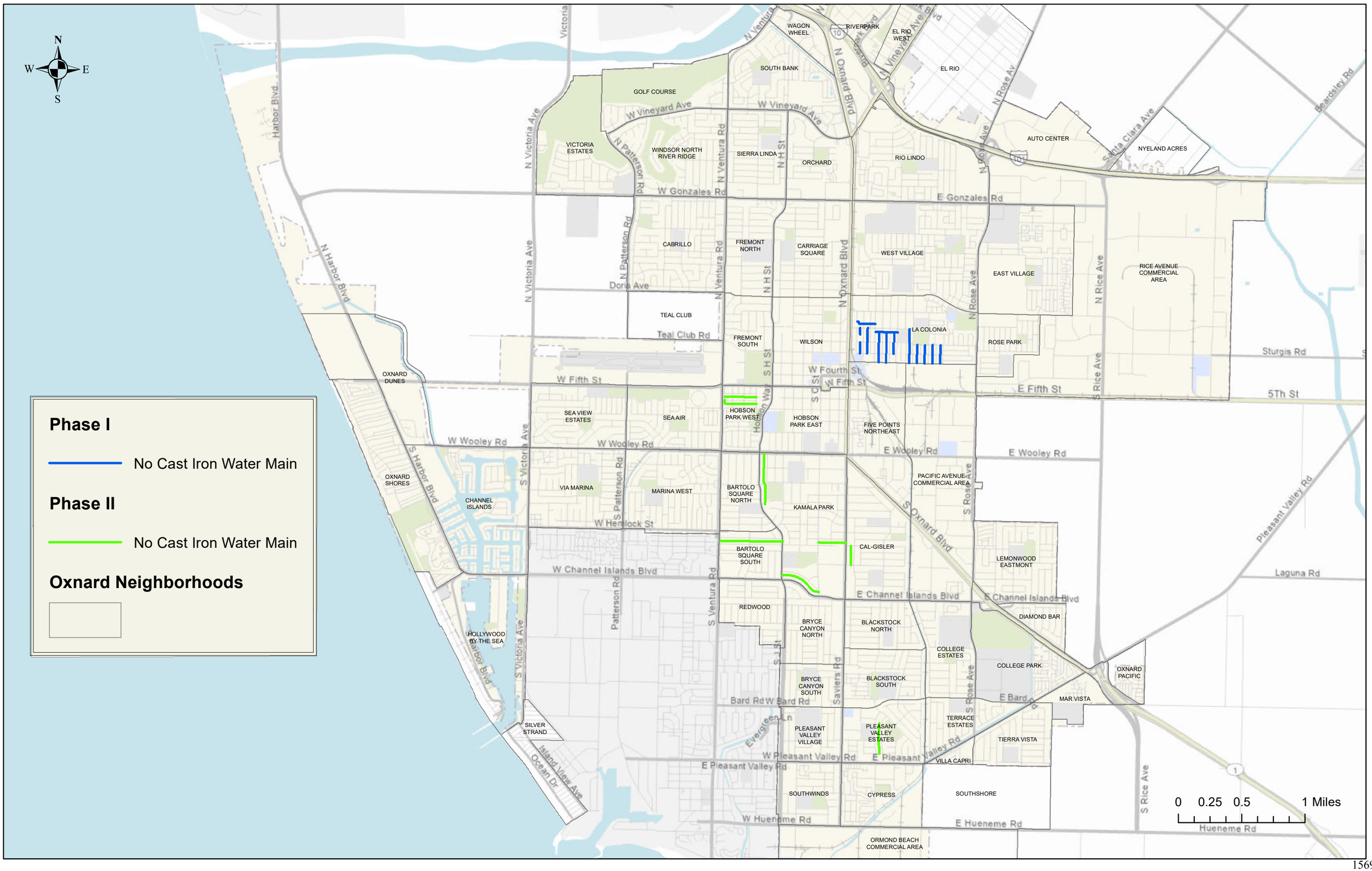
"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its_____
(Seal)	*(Seal)*

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

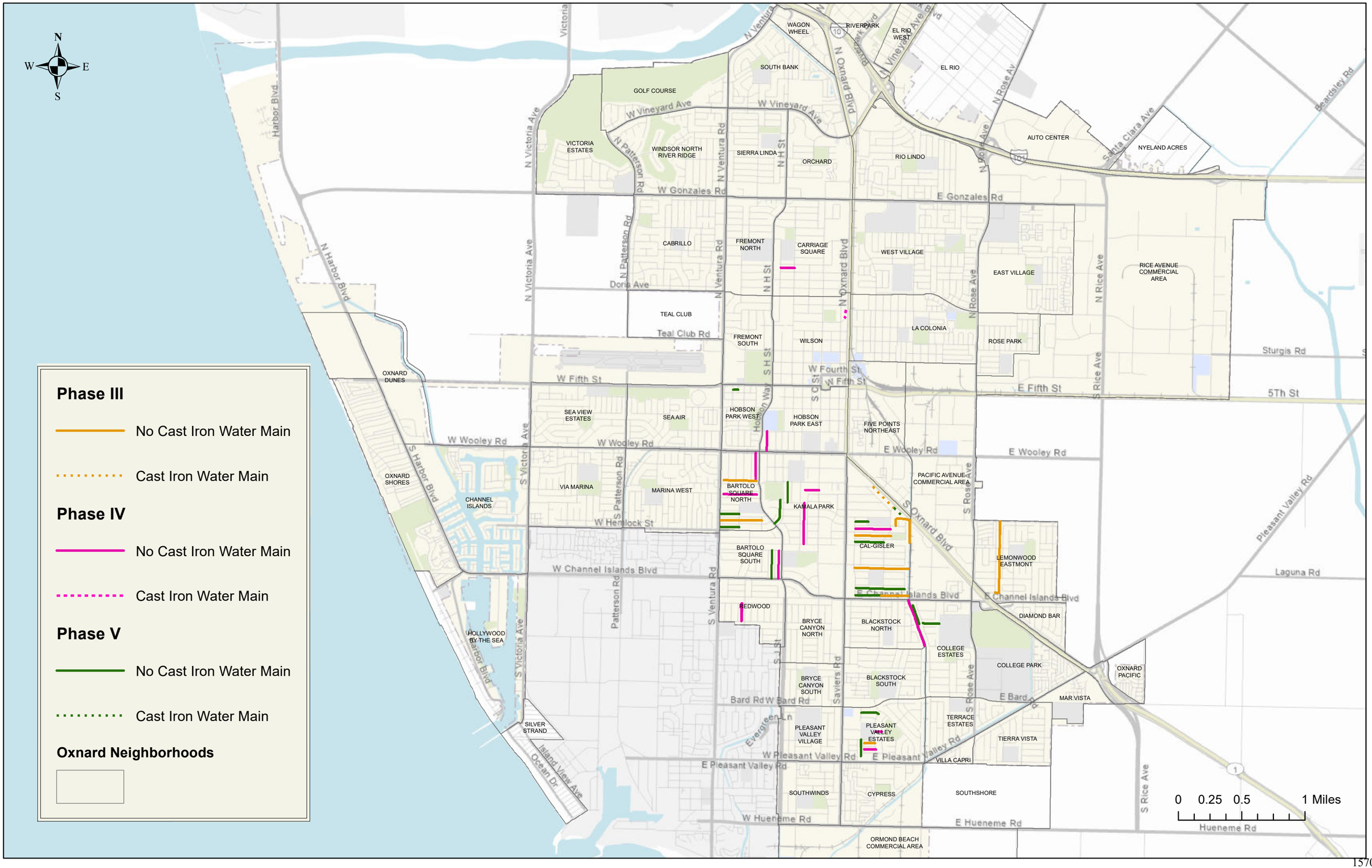
Proposed Advance Alley Maintenance Program Phase I



Proposed Alley Construction Projects Phase I & Phase II



Proposed Alley Construction Projects Phase III, Phase IV & Phase V



Public Project Agreement 32600483 with American Asphalt South, Inc. for Advanced Alley Maintenance Program – Phase I PW 26-06

City Council
May 5, 2026

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $2,848,460.00 in Project funds for the Advanced Alley Maintenance Program-Phase I Project, Specification No. PW 26-06;

2. The Mayor to execute an Agreement with American Asphalt South, Inc. in the amount of $2,373,716.00 for the Project and approve a Project contingency amount of $237,372.00 (~10%) with American Asphalt South, Inc. for a total not to exceed value of $2,611,088.00 for the Project;

RECOMMENDATION

3. A Project allocation amount of $237,372.00 (~10%) for engineering, inspection, survey and project management for the Project; and

4. A project budget appropriation of $862.631.00 from Measure O Fund (104) available fund balance to the Advanced Alley Maintenance Project (C2603), as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts.

BACKGROUND

The Advanced Alley Maintenance Program-Phase I Project, Specification No. PW 26-06 is a Capital Improvement Program (CIP) project intended to address deferred maintenance within the City's alleyways. Through field inspections and public 311 service requests, City staff have identified locations where alley surfaces have deteriorated due to age and use. In the most recent Pavement Management Program Update Report, the average Pavement Condition Index (PCI) for all City-responsible alleys is 40 out of a possible 100.

BACKGROUND

The project was developed as a citywide effort, allowing multiple locations to be addressed under a single contract. The scope of work includes the maintenance and interim repair of existing asphalt concrete alley pavement across various neighborhood locations throughout the City. Improvements include placement and compaction of an asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment, application of slurry seal, and excavation and reconstruction of failed asphalt pavement areas.

BACKGROUND

As a reminder, staff recommended, and the City Council approved, this project during the mid-cycle CIP update in May 2025. Because the City has a large number of alleyways with low PCI and cannot address them all at once, the project is intended to provide an interim maintenance overlay for alleyways that have been on the capital improvement project list for a long time. For reference, we have included the maps from the City's Pavement Management Plan 5-Phase outlook to see the upcoming alley projects.

DISCUSSION - CONSTRUCTION SERVICES

The base bid for the project includes work to repair failed asphalt pavement areas in alleys throughout the City using various methods, including the placement and compaction of an asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment, application of slurry seal, and excavation and reconstruction of failed asphalt pavement areas. Additionally, the bid form requested pricing from bidders on additive items, which is work beyond the base bid items.

The additive items are recommended for award because they are adjacent to the base bid locations, allowing the City to leverage a single mobilization and lower unit costs. Additionally, including these segments helps maintain continuity of pavement conditions within the neighborhood alley network.

The work associated with this project is tentatively scheduled to begin in June 2026 and continue into early October 2026 (100 working days), absent any supply chain delays, weather delays, or unforeseen site conditions. Staff and the contractor will coordinate with the various Neighborhood Councils and Environmental Resources for trash pick-up coordination to keep them informed of the schedule.

Furthermore, staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project timeline, unforeseen conditions and schedule milestones.

Additionally, general project information will be disseminated on the City's website and social media accounts to help keep the public informed.

DISCUSSION - CONSTRUCTION SERVICES

- Notice Inviting Formal Bids (NIFB) was published on March 5, 2026, in a local newspaper (Vida),
- Also published in multiple online platforms and bid boards.
- Directly distributed to 41 contractors who have registered with the City.

Bids were opened on March 25, 2026. The City received five bids:

- Estate Design & Construction.: $722,635.00
- Roy Allan Slurry Seal, Inc: $2,098,558.00
- American Asphalt South, Inc.: $2,373,716.00
- Pavement Coatings Co.: $2,859,692.00
- Manhole Adjusting, Inc.: $2,810,958.00

DISCUSSION - CONSTRUCTION SERVICES

- The bid submitted by Estate Design and Construction and by Roy Allen Slurry Seal, Inc. was rejected for not meeting minimum requirements for a responsive bid per the bid package.

- Accordingly, American Asphalt South, Inc. is determined to be the lowest responsive bidder to the City's NIFB

- Staff recommends that the City Council award the contract for this Project to American Asphalt South, Inc.

DISCUSSION - CONSTRUCTION SERVICES

Total cost for the Project is **$2,848,460.00** which includes:

- Agreement 32600483 with American Asphalt South, Inc. in the amount of **$2,373,716.00**
- Contingency of **$237,372.00 (~10%)**
- Engineering, inspection, survey, construction management, and project management (EISPM) of **$237,372.00 (~10%)**

FINANCIAL IMPACT

The total project cost is $2,848,460, encompassing the construction agreement, contingency, and project allocation. Currently, the Advanced Alley Maintenance Project (C2603) has an available budget balance of $1,985,829 within the Measure O Fund (104). To address the remaining $862,631 funding, staff requests an appropriation from the available Measure O Fund (104) fund balance.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.7

DATE: May 5, 2026

TO: City Council

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

SUBJECT: Agreement 32600400 with GreenCoast Landscapes Inc. for Grid Pruning Services, Specification No. PW 26-38.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with GreenCoast Landscapes Inc. for an initial term of one year from May 20, 2026, to May 19, 2027, with an option for four consecutive one-year extensions ending May 19, 2031 and a total not to exceed amount of $6,000,000 for grid pruning services.

(The Council Meeting agenda for May 5, 2026 will be posted prior to the April 28, 2026 Public Works and Transportation Committee meeting. Therefore, as of the drafting of the staff report the Committee outcome has not yet been determined.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/T6jqDjNW_bs

BACKGROUND

The Public Works Department is responsible for over 41,000 trees in parkways, medians, and parks within the City of Oxnard. Before 2022, the City did not have a routine and continuous tree maintenance program. The current staffing levels for the Tree Crew within the Public Works Department conduct and oversee a large amount of tree work, both routine and emergency, throughout the entire City. The contracting of this routine tree trimming work is packaged to be cost-effective because of volume pricing and allows the City Tree Crew to be more flexible and reactive to other priority tree maintenance needs throughout the City. For the past five years, the City has contracted out tree grid pruning.

This Agreement provides large-scale grid pruning work that achieves our goal of a citywide five-year grid pruning cycle. Grid pruning is a term used when all of the trees, regardless of size or species, are trimmed within a given geographic location at volume pricing. It is also a proactive and organized program in which the City systematically prunes every City-owned tree on a regular schedule. The scheduled grid pruning follows accepted arboriculture standards and simultaneously combines preventative maintenance with necessary reactive work, rather than having unscheduled requests and other tree issues accumulate. Under the previous grid pruning agreement, the City completed its most recent citywide grid pruning cycle in 2025.

This Agreement has a one-year term, with the option to extend four additional one-year terms with a total not to exceed amount of $6,000,000. All work will be issued through task orders at the direction of the City Staff overseeing the citywide tree maintenance.

DISCUSSION

The intent of this Agreement is to continue providing large-scale trimming of over 41,000 trees that are managed by the City, which include trees in the rights-of-way and parks. Through this Agreement, the second cycle of the five-year grid pruning program will be performed for all City trees, regardless of location. The Special Districts Division will also

utilize this Agreement, provided there is funding available for the districts that are being serviced.

The Request for Bids (RFB) on this Project was published on December 9, 2025, and all bids were due on January 23, 2026. The City received the following bids:

	GreenCoast	Garcia's	Mariposa	United Pacific	A-Plus	WCA	SGD
Year 1	$213.00	$240.00	$243.00	$257.00	$441.00	$435.00	$450.00
Year 2	$216.00	$240.00	$252.00	$265.00	$441.00	$450.00	$480.00
Year 3	$219.00	$240.00	$261.00	$278.00	$456.00	$465.00	$510.00
Year 4	$222.00	$240.00	$267.00	$287.00	$468.00	$480.00	$540.00
Year 5	$225.00	$240.00	$273.00	$296.00	$482.00	$495.00	$570.00
Total	**$1,095.00**	**$1,200.00**	**$1,296.00**	**$1,383.00**	**$2,288.00**	**$2,325.00**	**$2,550.00**

The lowest bidder is GreenCoast Landscapes, Inc. and their bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from GreenCoast Landscapes Inc. Procurement staff have verified possession of the required and 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 the contractor is capable of satisfactorily completing the project. GreenCoast Landscapes Inc. currently has agreements with the City for landscape services in City Parks and Street Landscapes and has been performing per their contract requirements. Therefore, staff recommends that the City Council award the Agreement for these services to GreenCoast Landscapes Inc.

Additionally, the bids that were submitted by GreenCoast Landscapes are $2 to $3 cheaper per tree than the previous Grid Pruning Services Agreement that was awarded in 2022.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with GreenCoast Landscapes Inc. shall not exceed $6,000,000 for Grid Pruning Services for a term of one year, with the option of four one-year extensions. This Agreement will be used as needed and as funding is available.

Parks will be the primary division using this Agreement within the Park's General Fund FY 2025-26 Adopted Budget (account 1013302-53200). However, the Special Districts division will also have the ability to utilize this Agreement, provided the funding is available for the district that is being serviced. Funding for subsequent fiscal years will be requested in the recommended budgets.

Estimated Spending Plan with GreenCoast Landscapes							
Division	**FY 2025-26 (2 months)**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**FY 2030-31 (10 Months)**	**TOTAL**

Parks	$100,000	$800,000	$800,000	$800,000	$800,000	$700,000	$4,000,000
Special Districts	$75,000	$400,000	$400,000	$400,000	$400,000	$325,000	$2,000,000
TOTAL	**$175,000**	**$1,200,000**	**$1,200,000**	**$1,200,000**	**$1,200,000**	**$1,025,000**	**$6,000,000**

COMMITTEE OUTCOME

The Council Meeting agenda for May 5, 2026 will be posted prior to the April 28, 2026 Public Works and Transportation Committee meeting. Therefore, as of the drafting of the staff report, the Committee outcome has not yet been determined.

Please click here to view the Measure M pre-recorded presentation video.

Prepared by: Steve Howlett, Assistant Public Works Director, Brandon Lopez, Parks Manager

ATTACHMENTS

1. Agreement 32600400
2. Bid Tabulation RFB
3. Prior Agreement Rate Sheet
4. Presentation

GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GREENCOAST LANDSCAPES INC.

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of GreenCoast Landscapes Inc. ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

The Service Provider shall furnish all labor, equipment, and materials necessary to perform grid-based tree pruning services in accordance with City requirements. The Service Provider must maintain valid State of California C-49 or D-49 licenses and an active ISA Certified Arborist credential. All work shall comply with ISA standards, ANSI A300 and Z133 safety requirements, and accepted arboricultural practices, and is subject to City inspection and approval.

Services include structural pruning, crown raising and cleaning, and removal of dead, diseased, or hazardous limbs (excluding Eucalyptus globulus), with topping prohibited unless approved. The Service Provider shall provide advance public notification, implement approved traffic control, perform daily cleanup and debris recycling, and maintain GIS-compatible records with monthly reporting. Compensation shall be per tree within designated grids as pre-approved by the City.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

4. TERM OF AGREEMENT: From: May 20, 2026 To: May 19, 2027

A. Time is of the essence in this Agreement.
B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement.

Base Year:	May 20, 2026 – May 19, 2027
Option Year 1:	May 20, 2027 – May 19, 2028
Option Year 2:	May 20, 2028 – May 19, 2029
Option Year 3:	May 20, 2029 – May 19, 2030
Option Year 4	May 20, 2030 – May 19, 2031

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $6,000,000.00.[1]

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A:	Scope of Services
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-G
Exhibit D:	[RESERVED]
Exhibit E:	Living Wage Policy
Exhibit F:	Prevailing Wage Policy
Exhibit G:	Iran Contracting Certification

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative:	Service Provider Designated Representative:
Name: Pamela Freyder Title: Administrative Services Coordinator Phone: (805) 200-5242 Email: pamela.freyder@oxnard.org Address: 1060 Pacific Avenue, Building 3, Oxnard, CA 93030	Name: Juan D. Perez Delgado Title: CEO/President Phone: 805-702-5712 Email: Juan@greencoastlandscapes.com Address: P.O. Box 659 Somis, CA 93066

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
    B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. **SERVICE PROVIDER'S SERVICES.**

    A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
    B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the

Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. **COMPENSATION.** City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Under no circumstances shall the Service Provider perform work in excess of the amount stated in the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

    A. Annual Rate and Fees adjustments must be requested in writing 30 days prior to the adjusted prices effective date, and shall not exceed 3% and are subject to approval by the City. Rates may be adjusted solely to reflect revisions to prevailing labor rates issued by the Secretary of Labor or to account for equitable adjustments arising from unforeseen cost increases incurred by the Service Provider, including tariffs or other unexpected circumstances. Adjustments are subject to approval by the City.
    B. No retroactive price adjustments will be granted, and the City shall benefit from any decrease in prices. The City is under no obligation to purchase any specified amount of goods or services.

11. **PAYMENT & INVOICES.** City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

    A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pfinvoices@oxnard.org**.
    B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.

D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar

days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider 's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider 's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the

satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement, Service Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute

resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.

B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.

D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation

due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. **CONFLICT OF INTEREST.** Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

31. **SUBCONTRACTING.** If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be

properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

33. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such

records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

35. **ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

36. **NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.

37. **FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

38. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

39. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

40. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

41. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

42. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

44. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

45. **ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD		**GREENCOAST LANDSCAPES INC.**	
☐Luis A. Mc Arthur, Mayor[2]	Date	Juan D. Perez Delgado, CEO/President	Date
☐Libertad Macias,[3] Purchasing Manager			
		Jessica K. Jauregui Rivera CFO [4]	Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) Date

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
(805) 393-3011

SCOPE OF SERVICES

Service Provider shall furnish labor, tools, equipment, materials, supplies and other incidentals and appurtenant work necessary to complete grid pruning services.

Section 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-49 or D-49 Licenses, and an International Society of Arboriculture (ISA) Certified Arborist Credential in good standing with the ISA throughout the duration of this Agreement.

Section 2 GENERAL EXPECTATIONS

2.1 Service Provider Responsibilities and Standard of Care

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the International Society of Arboriculture Standards and Best Management Practices including but not limited to ISAP standards and ANSI A300 standards. The Service Provider shall also meet the requirements of the current ANSI, 2133, entitled "Safety Requirements for Arboricultural Operation:

The Project Manager shall determine if the Service Provider has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Service Provider shall be deemed in Contract default, if they consistently fail to comply with the aforementioned standards.

2.2 Inspection of Hazardous Conditions

Trees shall receive routine maintenance and periodic inspections at the direction of the Project Manager. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards may be discovered through both routine pruning work or through other forms of inspection. All work history should be recorded within the City's tree inventory management program.

2.3 Public Noticing of Tree Pruning Operations

Service Provider shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the Work being performed. Notifications shall be made in the form of door hangers.

The Service Provider shall be required to post city approved "No Parking" signs on individual trees scheduled for pruning forty-eight (48) hours prior to the Work being performed.

2.4 Traffic Control

The Service Provider shall maintain the following requirements:

1. Service Provider shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by the CIty prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
2. Maintain a minimum of one lane in each direction at all times. Maintain access to all existing businesses at all times.
3. Traffic control plans must conform to the SSS and to the MUTCD.
4. Work taking place along arterial streets or other major thoroughfares shall be from 9:00 AM to 3:30 PM within the traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. NO interference with traffic at all other times.

City staff shall stop operations if traffic control devices are not placed in accordance with approved plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Service Provider’s expense.
Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

2.5 Clean Up

Service Provider shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets and sidewalks.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street or sidewalk overnight when feasible.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

City staff or authorized representatives shall be the sole judge as to the adequacy of the clean-up.

2.6 Disposal of Debris

All tree branches produced as a result of the Service Provider's operations, under this Contract, will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report, detailing the amount of debris recycled and the location. This report is used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report: Greenwaste that is transported to an off-site facility for grinding into mulch, shall be documented. That documentation will be provided to the City on a monthly basis.
2. Wood Chips - wood chips generated from pruning operations within the CIty may first be dumped at a City designated site.
3. At the direction of the City, wood waste generated from tree removals, shall be chipped into pure woodchips with an even uniform size. These chips shall be dumped in specified locations in the City.

2.7 Data Reporting

Work performed on trees will need to be recorded in a digital format that is compatible with the City's GIS tree database. The Service Provider will need to create and maintain a database with individual entries for each task performed on a specific tree (example: individual rows in a spreadsheet for each task completed for an individual tree). The Service Provider database is required to use the existing tree IDs from the City's GIS database to record and link the Service Provider's work performed for each individual tree. The City's GIS Division will provide a copy of the City GIS tree database.

Entries in the database will need to have standardized repeatable values, where applicable, to allow the City to perform analysis and reporting. For example, a work type of tree trim will always need to be entered into the Service Provider database as "Tree_Trim" instead of a variety of similar entries (example: "trim tree", "tree trimming", "trimming", etc.).

Any new trees planted or work on trees that are otherwise not already existing in the inventory will require the capture of GPS coordinates of the new tree with a minimum horizontal accuracy of 10 feet. The GPS coordinate data will be entered into the Service Provider's database using latitude and longitude or coordinates from the local State Plane Coordinate System (NAD83_2011, State Plane, California Zone 5, US Feet). Attributes to be collected by field personnel may include, but is not limited to:

- Tree ID Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GPS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk, street and gutter damage

Work reports will be submitted monthly.

Section 3 PRUNING SERVICES

3.1 Tree Pruning

Prior to beginning the Work, the Service Provider shall review with the Project Manager the various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning practices.

Daily tree pruning operations shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 5:00 P.M., or as required by City ordinances,

or emergency operations. Work will not be performed adjacent to residential housing before 9:00 AM unless prior approval is obtained from the Project Manager.

All debris resulting from tree pruning operations shall be removed from the work site daily.

3.2 Grid Tree Pruning

At the direction of the Project Manager, the tree pruning per pre-designed areas, grids, neighborhoods or prune routes shall be conducted to include all trees regardless of size. The only exception is that no Eucalyptus globulus will be included in this work. Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth in the General Provisions above.

1. Service Provider shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Service Provider shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Service Provider shall be responsible to see the private property vehicles at work locations are not endangered or damaged during the course of work.
2. Service Provider shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Service Provider must utilize qualified line clearance tree trimmers if working within 10 ft. of high voltage power lines. In the event that aerial utility **wires** present a hazard to the Service Provider's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Service Provider is responsible for appropriate notification of Underground Service Alert **(USA).**
3. No hooks, gaffs, spurs or climbers will be used for climbing trees other than for removals and inaccessible Palms, when needed and preapproved by the City Arborist.
4. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callus growth.
5. The specific techniques employed shall be consistent with the industry practice for the size and species of tree being trimmed. All dead, broken, damaged,

diseased, or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

6. Cut laterals to preserve the natural form of the tree, leaving the head open enough for branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty (25%) but no more than (35%).
7. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed. Small limbs, including suckers and watersprouts, shall be cut close to the trunk or branch from which they arise.
8. Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

3.3 Payment

Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre- designated districts or grids on a set cycle and includes all trees (small, medium and large sized). Trees are not excluded from the Grid.

All Work will be pre-approved by the Project Manager prior to starting Work.

Each request shall include, but not be limited to, a list of each street that tree maintenance operations took place, the address of each individual tree, the species and height and trunk diameter of each individual tree, all materials, labor and taxes; if it does not, the Service Provider shall clarify any missing information before commencing Work. A separate invoice is required for each request issued pursuant to the Contract.

Service Provider shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made.

3.4 Inspection

The City shall, at all times, have access to the Work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, Workmanship, and character of materials and equipment used and employed in the Work.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

BASE PERIOD May 20, 2026 - May 19, 2027				
ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1	Tree Pruning by Grid	Per Tree	250-500	$75.00
2			500-1000	$70.00
3			1001 and greater	$68.00
TOTAL OF ALL CONTRACT UNIT PRICES BASE TERM (BID PRICE):				$213.00

OPTION YEAR 1 May 20, 2027 - May 19, 2028				
ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1	Tree Pruning by Grid	Per Tree	250-500	$76.00
2			500-1000	$71.00
3			1001 and greater	$69.00
TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 1 (BID PRICE):				$216.00

OPTION YEAR 2 May 20, 2028 - May 19, 2029				
ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1	Tree Pruning by Grid	Per Tree	250-500	$77.00
2			500-1000	$72.00
3			1001 and greater	$70.00
TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 2 (BID PRICE):				$219.00

OPTION YEAR 3 May 20, 2029 - May 19, 2030				
ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1	Tree Pruning by Grid	Per Tree	250-500	$78.00
2			500-1000	$73.00
3			1001 and greater	$71.00
TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 3 (BID PRICE):				$222.00

OPTION YEAR 4 May 20, 2030 - May 19, 2031				
ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1	Tree Pruning by Grid	Per Tree	250-500	$79.00
2			500-1000	$74.00
3			1001 and greater	$72.00
TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 4 (BID PRICE):				$225.00

EXHIBIT C

GENERAL SERVICES AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City=s practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $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** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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INS-G.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

GENERAL SERVICES AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

[RESERVED]

EXHIBIT E

GENERAL SERVICES AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than $20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.
B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

A. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
B. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
C. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

GENERALSERVICES AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

PREVAILING WAGE

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1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.

3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship

program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

EXHIBIT G

GENERAL SERVICES AGREEMENT
(City of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

Bid Tabulation 26-38 Grid Pruning Services

BASE PERIOD				A Plus Tree, LLC	Garcia's Landscaping Maintenance Inc.	GreenCoast Landscapes Inc.	Mariposa Tree Management Inc.	SGD Enterprises	United Pacific Services, Inc.	West Coast Arborist, Inc.
ITEM NO.	**DESCRIPTION**	**UNIT**	**EVALUATION QUANTITY**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**
1	Tree Pruning by Grid	Per Tree	250-500	$158.00	$75.00	$75.00	$83.00	$150.00	$89.00	$165.00
2			500-1000	$145.00	$80.00	$70.00	$81.00	$150.00	$86.00	$145.00
3			1001 and greater	$138.00	$85.00	$68.00	$79.00	$150.00	$82.00	$125.00
	TOTAL OF ALL CONTRACT UNIT PRICES BASE TERM (BID PRICE):			**$441.00**	**$240.00**	**$213.00**	**$243.00**	**$450.00**	**$257.00**	**$435.00**
OPTION YEAR 1										
ITEM NO.	**DESCRIPTION**	**UNIT**	**EVALUATION QUANTITY**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**
1	Tree Pruning by Grid	Per Tree	250-500	$158.00	$75.00	$76.00	$86.00	$160.00	$91.00	$170.00
2			500-1000	$145.00	$80.00	$71.00	$84.00	$160.00	$89.00	$150.00
3			1001 and greater	$138.00	$85.00	$69.00	$82.00	$160.00	$85.00	$130.00
	TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 1 (BID PRICE):			**$441.00**	**$240.00**	**$216.00**	**$252.00**	**$480.00**	**$265.00**	**$450.00**
OPTION YEAR 2										
ITEM NO.	**DESCRIPTION**	**UNIT**	**EVALUATION QUANTITY**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**
1	Tree Pruning by Grid	Per Tree	250-500	$163.00	$75.00	$77.00	$89.00	$170.00	$97.00	$175.00
2			500-1000	$150.00	$80.00	$72.00	$87.00	$170.00	$93.00	$155.00
3			1001 and greater	$143.00	$85.00	$70.00	$85.00	$170.00	$88.00	$135.00
	TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 2 (BID PRICE):			**$456.00**	**$240.00**	**$219.00**	**$261.00**	**$510.00**	**$278.00**	**$465.00**
OPTION YEAR 3										
ITEM NO.	**DESCRIPTION**	**UNIT**	**EVALUATION QUANTITY**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**
1	Tree Pruning by Grid	Per Tree	250-500	$167.00	$75.00	$78.00	$91.00	$180.00	$100.00	$180.00
2			500-1000	$154.00	$80.00	$73.00	$89.00	$180.00	$96.00	$160.00
3			1001 and greater	$147.00	$85.00	$71.00	$87.00	$180.00	$91.00	$140.00
	TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 3 (BID PRICE):			**$468.00**	**$240.00**	**$222.00**	**$267.00**	**$540.00**	**$287.00**	**$480.00**
OPTION YEAR 4										
ITEM NO.	**DESCRIPTION**	**UNIT**	**EVALUATION QUANTITY**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**	**CONTRACT UNIT PRICE**
1	Tree Pruning by Grid	Per Tree	250-500	$172.00	$75.00	$79.00	$93.00	$190.00	$103.00	$185.00
2			500-1000	$159.00	$80.00	$74.00	$91.00	$190.00	$99.00	$165.00
3			1001 and greater	$151.00	$85.00	$72.00	$89.00	$190.00	$94.00	$145.00
	TOTAL OF ALL CONTRACT UNIT PRICES OPTION YEAR 4 (BID PRICE):			**$482.00**	**$240.00**	**$225.00**	**$273.00**	**$570.00**	**$296.00**	**$495.00**
	TOTAL BID AMOUNT			**$2,288.00**	**$1,200.00**	**$1,095.00**	**$1,296.00**	**$2,550.00**	**$1,383.00**	**$2,325.00**
					*Less LBQ 5% $60.00				*Less LBQ 5% $69.15	
					$1,140.00				**$1,313.85**	

*LBQ - Local Business Qualification

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL GRID PRUNING SERVICES
SPECIFICATION NO. PW 23-38

Bidder's Name: Garcia's Landscaping Maintenance Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Tree Pruning by Grid	Per Tree	250-500	$ 78.00
2.			500-1000	$ 72.00
3.			1001 and greater	$ 68.00
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				$ 218.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $218.00

BID PRICE IN WORDS: Two hundred eighteen dollars and zero cents.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	09/28/2022	#03	
#02	10/14/2022	#04	

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: _____ Title: Secretary

Print: Tenley Garcia Hernandez Date: 10/07/2022

Agreement 32600400 with GreenCoast Landscapes Inc. for Grid Pruning Services, Specification No. PW 26-38

Public Works and Transportation Committee
April 28, 2026

City Council
May 5, 2026

Brandon Lopez
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with GreenCoast Landscapes Inc. for an initial term of one year from May 20, 2026, to May 19, 2027, with an option for four consecutive one-year extensions ending May 19, 2031, for grid pruning services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with GreenCoast Landscapes Inc. for an initial term of one year from May 20, 2026, to May 19, 2027, with an option for four consecutive one-year extensions ending May 19, 2031, for grid pruning services.

BACKGROUND

- Public Works Department is responsible for 41,000 trees in parkways, medians, and parks within the CIty of Oxnard.
- Before 2022, the City did not have a routine and continuous tree maintenance program.
- Current staffing levels for the Tree Crew within the Public Works Department conducts and oversees a large amount of tree work, both routine and emergency, throughout the entire City.
- Contracting of this routine tree trimming work is packaged to be cost effective because of volume pricing and allows the City Tree Crew to be more flexible and reactive to other priority tree maintenance needs throughout the City.

BACKGROUND

- This Agreement provides large-scale grid pruning work that achieves out goal of a citywide five-year grid pruning cycle.
- Grid pruning is a term used when all of the trees, regardless of size or species, are trimmed within a given geographic location at volume pricing.
- It is also proactive and organized program in which the City systematically prunes every City owned tree on a regular schedule.
- The scheduled grid pruning follows accepted arboriculture standards and simultaneously combines preventative maintenance with necessary reactive work, rather than having unscheduled requests and other tree issues accumulate.

BACKGROUND

- Under the previous grid pruning agreement, the City completed its most recent citywide grid pruning cycle in 2025.
- This Agreement has a one year term, with the option to extend four additional one year terms with a total not to exceed amount of $6,000,000.
- All work will be issues through task order a the direction of the City Staff overseeing the citywide tree maintenance.

DISCUSSION

- The intent of this Agreement is to continue providing large-scale trimming of over 41,000 trees that are managed by the City.
- Through this Agreement, the second cycle of the five-year grid pruning program will be performed for all City trees, regardless of location.
- The Special Districts Division will also utilize this Agreement, provided there is funding available for the districts that are being serviced.
- The Request for bids (RFB) on this Project was published on December 9, 2025 and all bids were due on January 23, 2026.

DISCUSSION

- The City received the following bids:

	GreenCoast	Garcia's	Mariposa	United Pacific	A-Plus	WCA	SGD
Year 1	$213.00	$240.00	$243.00	$257.00	$441.00	$435.00	$450.00
Year 2	$216.00	$240.00	$252.00	$265.00	$441.00	$450.00	$480.00
Year 3	$219.00	$240.00	$261.00	$278.00	$456.00	$465.00	$510.00
Year 4	$222.00	$240.00	$267.00	$287.00	$468.00	$480.00	$540.00
Year 5	$225.00	$240.00	$273.00	$296.00	$482.00	$495.00	$570.00
Total	**$1,095.00**	**$1,200.00**	**$1,296.00**	**$1,383.00**	**$2,288.00**	**$2,325.00**	**$2,550.00**

DISCUSSION

- The lowest bidder is GreenCoast Landscapes, Inc. and their bid is responsive to the CIty's RFB.
- Following this determination, procurement staff reviewed all documentation received from GreeenCoast Landscapes Inc.
- Procurement staff have verified possession of the required and currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verfied registration with the California Department of Industrial Relations (DIR).

DISCUSSION

- Based upon the available information and research performed to date, staff believes the contractor is capable of satisfactorily completing the project.
- GreenCoast Landscapes Inc. currently has agreements with the CIty for landscape services in City Parks and Street Landscapes.
- Therefore, staff recommends that the City Council award the Agreement for these services to GreenCoast Landscapes Inc.

FINANCIAL IMPACT

- Total cost for this Agreement with GreenCoast Landscapes Inc. shall not exceed $6,000,000 for Grid Pruning Services for a term of one year, with the option of four (4), one (1) year extensions.
- Agreement will be used as needed and as funding is available.
- Parks will be the primary division using this Agreement within the Park's General Fund FY2025-2026 adopted budget (account 1013302-53200).
- However, the Special Districts division will also have the ability to utilize this Agreement provided funding is available for the district that is being services.
- Funding subsequent fiscal years will be requested in the recommended budgets.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.8

DATE: May 5, 2026

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Joint Use Agreement with Southern California Edison and Fifth Harbor Owner, LLC.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Joint Use Agreement (A-8617) with Southern California Edison Company and Fifth Harbor Owner, LLC, denoted as JUA203904272. The Joint Use Agreement pertains to the relocation of the existing SCE transmission lines and related facilities from their existing location over a portion of the Northshore project to the easterly line of Harbor Boulevard adjacent to the project and extending to the southeast corner of Harbor Boulevard and West 5th Street.

(This item did not originate in Committee.)

Please click on the following link to view the required Measure M pre-recorded presentation: https://youtu.be/JsvZK9694Z4

BACKGROUND

The North Shore project is a 90-acre coastal development located at the northeast corner of Harbor Boulevard and Fifth Street, approved with Tract Map 5592 for 292 homes (183 single-family, 109 condos), public trails, and a 15-acre environmental resource protection area. Southern California Edison Company (SCE) currently has overhead transmission lines that cross a portion of the project. As a condition and as approved by the project improvement plans for the project, Fifth Harbor Owner, LLC (the Developer) is required to move and underground these transmission lines to the expanded right-of-way of Harbor Boulevard adjacent to the project, continuing to the southeast corner of Harbor Boulevard and West 5th Street.

DISCUSSION

As described above, the relocation and undergrounding of the SCE power lines is necessary to facilitate the development of the North Shore project. The Joint Use Agreement is a negotiated agreement that outlines the rights, duties and obligations of the City, SCE and Developer as it relates to the relocation of the power lines and related facilities.

Key provisions of the Joint Use Agreement are as follows:

1. At its expense, the Developer is responsible for the relocation of the SCE power lines and related facilities to their new location within the expanded right-of-way of Harbor Boulevard continuing to the southeast corner of Harbor Boulevard and West Fifth Street.
2. Once the power lines are installed in their new location, the City and SCE will have joint use of a portion of Harbor Boulevard right-of-way.
3. For a period of ten (10) years from the effective date of the Joint Use Agreement, the City will be responsible for paying for the costs of relocation if the City requires a second relocation of these power lines. If, however, the City requires such a relocation, the City has the right to utilize a performance bond or other financial instrument

posted by the Developer in the amount of $1,200,000 to pay for the cost of such relocation. After the end of the 10-year period, the City is not obligated to pay for the cost of the relocation of the power line if future modifications to Harbor Boulevard and/or the intersection of Harbor Boulevard and Fifth Street require that any portion of the power lines be relocated.

4. As part of the requirements of the Joint Use Agreement, the Developer is also required to provide to SCE a title insurance policy to: (a) insure SCE against any title defects in the City's title for the new location of the power lines; and (b) cover the costs to acquire any new rights of way necessary for SCE to construct its relocated power lines. In addition, during the 10-year period after the date of the Joint Use Agreement, the City is required to reimburse SCE for a defect in title to any easement provided by the City over private property to which SCE is required by the City to relocate its power lines in the unlikely event that a second relocation occurs during that time period.

By executing this Joint Use Agreement, the timely relocation of the electrical transmission lines and related facilities can occur, which helps facilitate the completion of the North Shore project, allowing the construction of 183 single family homes and 109 condominiums, as well as the construction of a public bike and walking path along the Edison Canal, with more than 15 acres along Fifth Street set aside as an environmental resource protection area.

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 are no anticipated financial impacts associated with this agenda item.

COMMITTEE OUTCOME

This item did not originate in Committee, as this is a routine operational item that supports the North Shore project, and there are not anticipated fiscal impacts.

Prepared by: Tai Chau, Community Development Assistant Director

ATTACHMENTS

1. SCE Joint Use Agreement
2. Presentation

RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY	
WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2ND FLOOR POMONA, CA 91768 ATTN: TITLE & REAL ESTATE SERVICES	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

V&LM File No. JUA204335812
SCE Doc No. 531861

Serial No. 73634A
Service Order No. 802389991

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", the CITY OF OXNARD, a California municipal corporation, of the State of California, hereinafter called "City", and for purposes of Sections 5 and 6 hereof only, FIFTH HARBOR OWNER, LLC, a Delaware limited liability company, hereinafter called "Developer".

W I T N E S S E T H:

THAT WHEREAS, Company is the owner in possession of a franchise to use and construct, for transmitting and distributing electricity, poles, wires, conduits and appurtenances, including communication circuits, ducts and substructures, necessary or proper therefor (the "Facilities"), in, along, across, upon, over and under the streets within the City (the "Franchise") granted by City to Company pursuant to that certain Ordinance of the City (Ordinance No. 723) dated September 26, 1961, hereinafter referred to as "Company's Agreement"; and

WHEREAS, City has acquired easement rights for street and highway purposes for the construction and/or improvement of Harbor Boulevard and West 5th Street in the City, County of Ventura, State of California, hereinafter referred to as the "Highway Right of Way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof, in which the Facilities may be maintained subject to Company's Agreement; and

WHEREAS, the Facilities, as now installed and located within the Highway Right of Way, will interfere with or obstruct the construction, reconstruction, maintenance or use of Developer's 292-residential unit master-planned development approved by City (the "Residential Project") that abuts said street or highway, and City desires to eliminate such interference or obstruction.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City, and Developer for purposes of Sections 5 and 6 hereof only, do hereby agree as follows:

1. New Location of the Facilities. The location of the Facilities, as they now exist within the Highway Right of Way, shall be changed to the strip of land within the Highway Right of Way, hereinafter referred to as the "New Location", as shown and designated as "Joint Use Agreement" on the print marked "Exhibit A".

2. Relocation of the Facilities to New Location. Company agrees to and will, in coordination with the developer of the Residential Project, (i) rearrange, relocate and reconstruct, and underground within the New Location any of its Facilities heretofore or now installed within the Highway Right of Way, and (ii) install two new above-ground tubular steel poles (the "TSPs") within the New Location as depicted on the print marked "Exhibit B" and hereby made a part hereof, in each case in accordance with City's applicable regulations and Company's Agreement. Company agrees to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon the Highway Right of Way, including the New Location, upon and subject to the terms and conditions herein contained.

3. Joint Use of the New Location. Company has and reserves the right to use, in common with the public's use of said street or highway, the New Location for construction and use of the Facilities and the TSPs subject to Company's Agreement and City's applicable ordinances, regulations, standards and policies. Except in emergencies, Company shall give reasonable notice not less than five (5) business days to City before performing any work on the Facilities and/or the TSPs in New Location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

4. Future Relocation of the TSPs. In the event that City or the public's future use of the Highway Right of Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of either or both of Company's TSPs in the New Location (a "Relocation"), City shall notify Company in writing of such necessity (a "Relocation Notice"). Upon receipt of a Relocation Notice, Company shall prepare plans for such rearrangement relocation, reconstruction or removal of either or both of the TSPs, and provide the same to City for its review and approval in accordance with City's ordinances, regulations, standards and policies. Upon approval of such plans by City ("City Approval"), Company shall promptly proceed to effectuate such Relocation in accordance with the City Approval. Upon City Approval, City shall also: (1) enter into an amendment to this Agreement with Company reflecting such a Relocation, and (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary for such a Relocation.

5. Financing of a Future Relocation of the TSPs. In the event that City requires any Relocation by delivery of a Relocation Notice at any time within ten (10) years from the Effective Date (the "Future Relocation Period"), Company shall provide City an estimate of the costs and expenses reasonably necessary to effectuate such Relocation (the "Relocation Costs") together with reasonable supporting documentation. In the event that the City chooses to move forward with the Relocation within that ten (10) year period, City shall finance such Relocation Costs by using

a performance bond or other financial assurance acceptable to City, Company and Developer which Developer shall provide in an amount not to exceed One Million Two Hundred Thousand Dollars ($1,200,000) ("Financial Security"), which Financial Security proceeds shall be made available to Company to finance such Relocation Costs (the "Secured Amount"). Company shall in no event be required to relocate either or both of its TSPs existing within the New Location at any time within ten (10) years from the Effective Date unless the associated Relocation Costs are financed by City in accordance with the preceding sentence. Upon completion of each such Relocation, the Company shall provide City with a final accounting of actual costs incurred, and City shall be responsible for payment of any true-up amount reflecting the difference between the estimated and actual Relocation Costs, which true-up amount, together with actual Relocation Costs, shall not exceed the Secured Amount. Company shall be responsible for any Relocation Costs associated with any Relocation required by any Relocation Notice delivered by City after the end of the Future Relocation Period. The parties to this Joint Use Agreement acknowledge that the funding for any Relocation Costs to be paid pursuant to this Section 5 shall be funded pursuant to Section 6. Hereof.

6. Financial Security Terms and Conditions. In order to pay for the costs specified in Section 5 hereof, Developer shall arrange to obtain the Financial Security for the benefit of City within thirty (30) days of the Effective Date, and open an interest bearing escrow account with a mutually acceptable escrow company (the "Premium Escrow Account") in which Developer shall deposit One Hundred Ten Thousand Dollars ($110,000) to pay the annual premiums, or such other amount as may be needed, for the Financial Security during the Future Relocation Period.

(a) If Developer is unable to obtain the Financial Security based on Developer's creditworthiness, Developer shall provide a guaranty or other credit enhancement as required to obtain issuance of the Financial Security.

(b) As and when City is required to pay Company Relocation Costs within the Future Relocation Period pursuant to Section 5 hereof, City shall provide Developer a written notice of the City's obligation to pay Relocation Costs and request that Developer pay City the Secured Amount. Developer shall pay City the Secured Amount within thirty (30) days of Developer's receipt of such a written notice.

(c) If Developer fails to pay City the Secured Amount within this 30-day period, City shall demand the surety or other guarantor of the Financial Security to release the Secured Amount to City. City shall not have any recourse or any right to pursue any legal or equitable remedy against Developer for the Secured Amount or any portion thereof based on Developer's failure to pay City the Secured Amount so long as City receives the Secured Amount from such surety or other guarantor as provided in this Section 6 (c).

(d) City shall pay Company the Secured Amount within thirty (30) days of City's receipt thereof from either Developer or the surety or other guarantor of the Financial Security, as the case may be, up to but not to exceed Company's actual Relocation Costs incurred.

(e) Within thirty (30) days of the expiration of the Future Relocation Period City shall return to Developer: (i) the Secured Amount plus interest if City is not required to pay Company Relocation Costs within the Future Relocation Period pursuant to Section 5 hereof, or (ii) any balance remaining in the Secured Amount plus interest if City is required to pay Company the Secured Amount or any portion thereof within the Future Relocation Period.

7. Reimbursement for Title Defects. Developer shall obtain title insurance to insure Company against the following losses (collectively, "Direct Relocation Costs") that Company may suffer because of any lack of or defect in City's title to the New Location: (i) the direct cost of relocating the TSPs, and (ii) costs to acquire any new rights of way necessary for Company to construct, use and maintain its TSPs. Developer shall provide Company a certificate of such insurance within ten (10) business days of the Effective Date. City agrees to reimburse Company for Direct Relocation Costs that Company may suffer because of any lack of or defect in the title to any easement provided by City over private property to which Company may relocate its TSPs from time to time during the Future Relocation Period pursuant to the provisions hereof. City shall not reimburse Company for, and Developer shall not be obligated to obtain title insurance to insure against, any loss caused by Company's own fault or negligence.

8. Miscellaneous. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Company's Agreement. Both City and Company shall use the New Location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of the New Location by the other party. City agrees that the Facilities and the TSPs shall not be damaged by reason of the construction, reconstruction or maintenance of any street or highway, by City or its contractors, and that, if necessary, City will protect the Facilities and the TSPs against any such damage, at City's expense.

9. New Location Maintenance. Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in the New Location, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of the Facilities and/or the TSPs, to the extent necessary to prevent any such interference or danger.

10. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon Company and City, and Developer for purposes of Sections 5, 6 and 7 hereof only, and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: _____
Amy Biamonte
Real Estate & Facilities Sr. Specialist
Land Management – Northern Region
Vegetation Land & Management

CITY OF OXNARD,
a California municipal corporation

_____ _____
Luis A. Mc Arthur, Mayor Date

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney Date

FIFTH HARBOR OWNER, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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County of _____)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

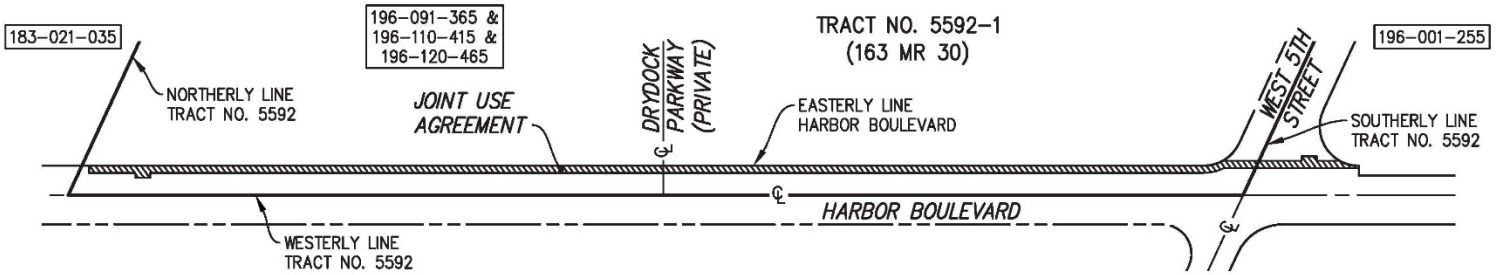
WITNESS my hand and official seal.

Signature _____

NOTE:
SEE SHEETS 2–4 OF 4
FOR BOUNDARY DIMENSIONS

JOINT USE AGREEMENT

BEING A PORTION OF TRACT 5592–1 PER BOOK 163, PAGES 30 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) OF VENTURA COUNTY, AND THAT PORTION OF WEST 5TH STREET (PUBLIC) LYING SOUTH OF SAID TRACT 5592–1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, NAD 83, ZONE 5 GRID, DEFINED LOCALLY BY THE VENTURA COUNTY PRIMARY CONTROL NETWORK (NGS PROJECT GPS–765). THIS SURVEY IS TIED TO STATIONS "CROSS", "OXNARD EAST BASE", AND "W304" OF THE VENTURA COUNTY NETWORK.

LEGEND:

APN	ASSESSOR PARCEL NUMBER
MR	MISCELLANEOUS RECORDS (MAPS)
℄	CENTERLINE
▨	JOINT USE AGREEMENT (39,311 ± SQUARE FEET) (0.902± ACRES)
LLA	LOT LINE ADJUSTMENT

LINE/CURVE DATA:

L1	S66°25'10"W 15.00'	L9	N66°25'10"E 9.83'
L2	S23°34'50"E 94.24'	L10	N23°34'50"W 30.83'
L3	S66°25'10"W 9.83'	L11	S66°25'10"W 9.83'
L4	S23°34'50"E 30.83'	L12	N23°34'50"W 161.71'
L5	N66°25'10"E 9.83'	C1	Δ=26°31'38" R=95.00' L=43.98'
L6	S23°34'50"E 274.82'	C2	Δ=28°57'18" R=80.00' L=40.43'
L7	N66°25'10"E 5.00'	C3	Δ=28°57'25" R=80.00' L=40.43'
L8	N23°34'50"W 47.24'		

PROFESSIONAL LAND SURVEYOR
KENNETH J. WILSON
NO 7911
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

8/23/24
KENNETH J. WILSON, PLS 7911 DATE

AREA:

39,311 ± SQUARE FEET OR 0.902± ACRES

EXHIBIT "A" (SHEET 1 OF 4)

0 300 600
SCALE IN FEET

SERIAL NO.: 73634A		
W.O. NO.: 802389991	NOT. NO.: 204335812	CITY: OXNARD
SURVEYED BY: STANTEC CONSULTING SERVICES		COUNTY: VENTURA
DRAWN BY: W. GARNAND		STATE: CALIFORNIA
CHECKED BY: K. WILSON		DATE: 8/23/2024

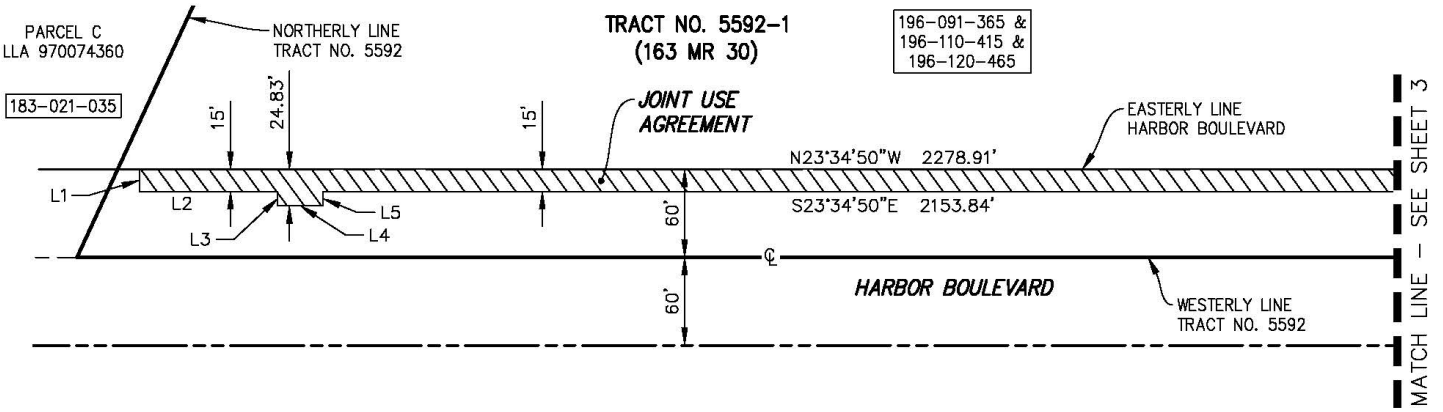
Stantec
200 East Carrillo Street, Suite 101, Santa Barbara, CA 93101
Phone: (805) 963–9532

8/23/2024 8:59 AM, C:\PROJECTS\6847\DRAWING\EXHIBITS\6847_JUA_EXB.DWG

NOTE:
SEE SHEET 1 OF 4 FOR BASIS OF BEARINGS, LEGEND, AND LINE/CURVE DATA

JOINT USE AGREEMENT

BEING A PORTION OF TRACT 5592–1 PER BOOK 163, PAGES 30 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) OF VENTURA COUNTY, AND THAT PORTION OF WEST 5TH STREET (PUBLIC) LYING SOUTH OF SAID TRACT 5592–1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.



AREA:
39,311 ± SQUARE FEET OR 0.902± ACRES

EXHIBIT "A" (SHEET 2 OF 4)

SERIAL NO.: 73634A		
W.O. NO.: 802389991	NOT. NO.: 204335812	CITY: OXNARD
SURVEYED BY: STANTEC CONSULTING SERVICES		COUNTY: VENTURA
DRAWN BY: W. GARNAND		STATE: CALIFORNIA
CHECKED BY: K. WILSON		DATE: 8/23/2024

0 100 200
SCALE IN FEET

Stantec
200 East Carrillo Street, Suite 101, Santa Barbara, CA 93101
Phone: (805) 963–9532

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NOTE:
SEE SHEET 1 OF 4 FOR BASIS OF BEARINGS, LEGEND, AND LINE/CURVE DATA

JOINT USE AGREEMENT

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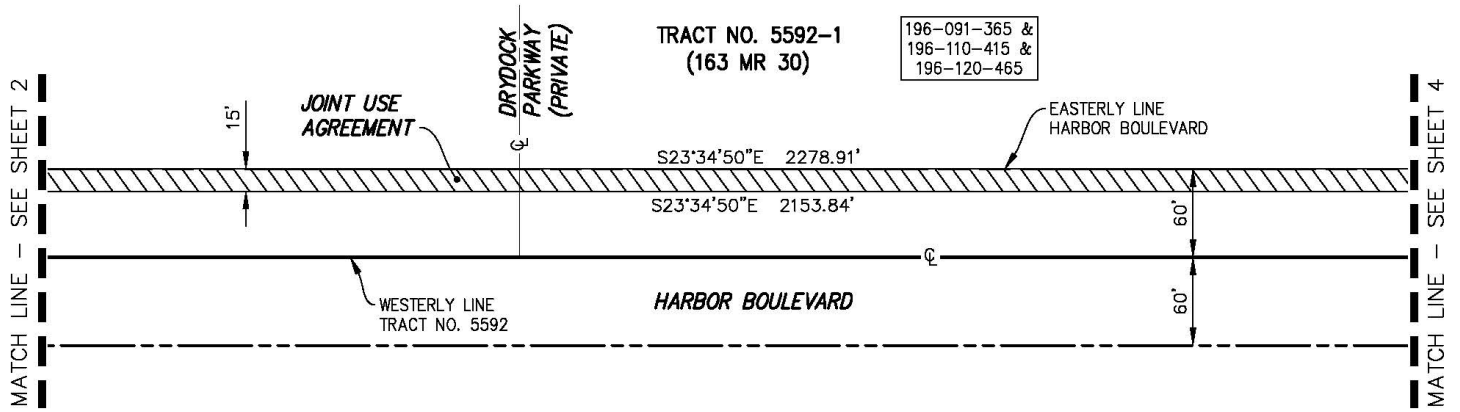

EXHIBIT "A" (SHEET 3 OF 4)

AREA:
39,311 ± SQUARE FEET OR 0.902± ACRES

0 100 200
SCALE IN FEET

SERIAL NO.: 73634A		
W.O. NO.: 802389991	NOT. NO.: 204335812	CITY: OXNARD
SURVEYED BY: STANTEC CONSULTING SERVICES		COUNTY: VENTURA
DRAWN BY: W. GARNAND		STATE: CALIFORNIA
CHECKED BY: K. WILSON		DATE: 8/23/2024

Stantec
200 East Carrillo Street, Suite 101, Santa Barbara, CA 93101
Phone: (805) 963–9532

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NOTE:
SEE SHEET 1 OF 4 FOR BASIS OF BEARINGS, LEGEND, AND LINE/CURVE DATA

JOINT USE AGREEMENT

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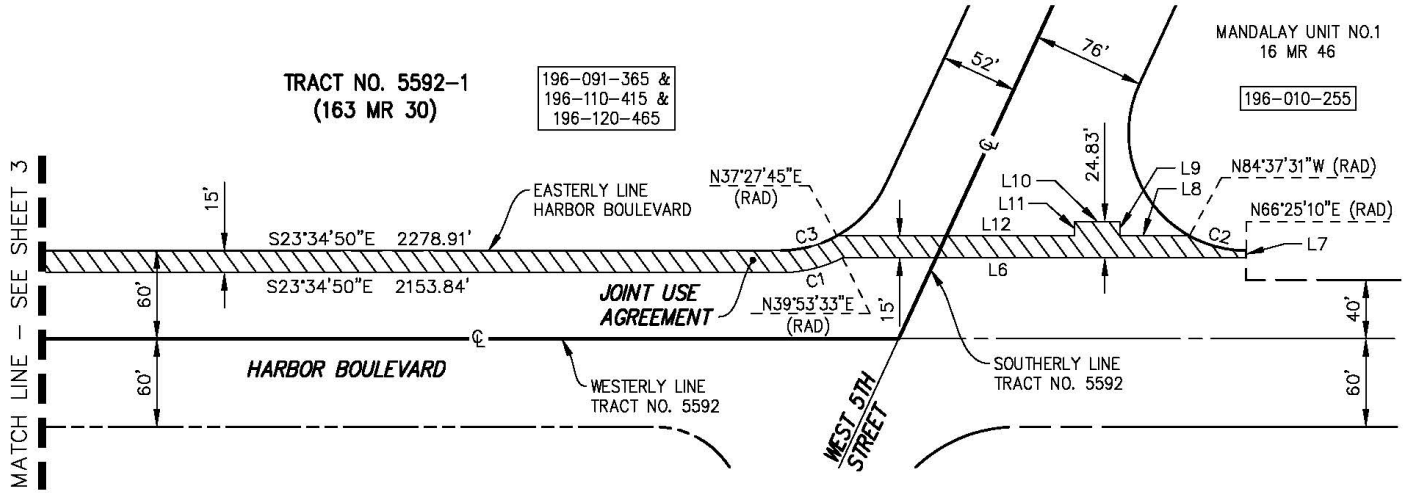

EXHIBIT "A" (SHEET 4 OF 4)

AREA:
39,311 ± SQUARE FEET OR 0.902± ACRES

0 100 200
SCALE IN FEET

SERIAL NO.: 73634A		
W.O. NO.: 802389991	NOT. NO.: 204335812	CITY: OXNARD
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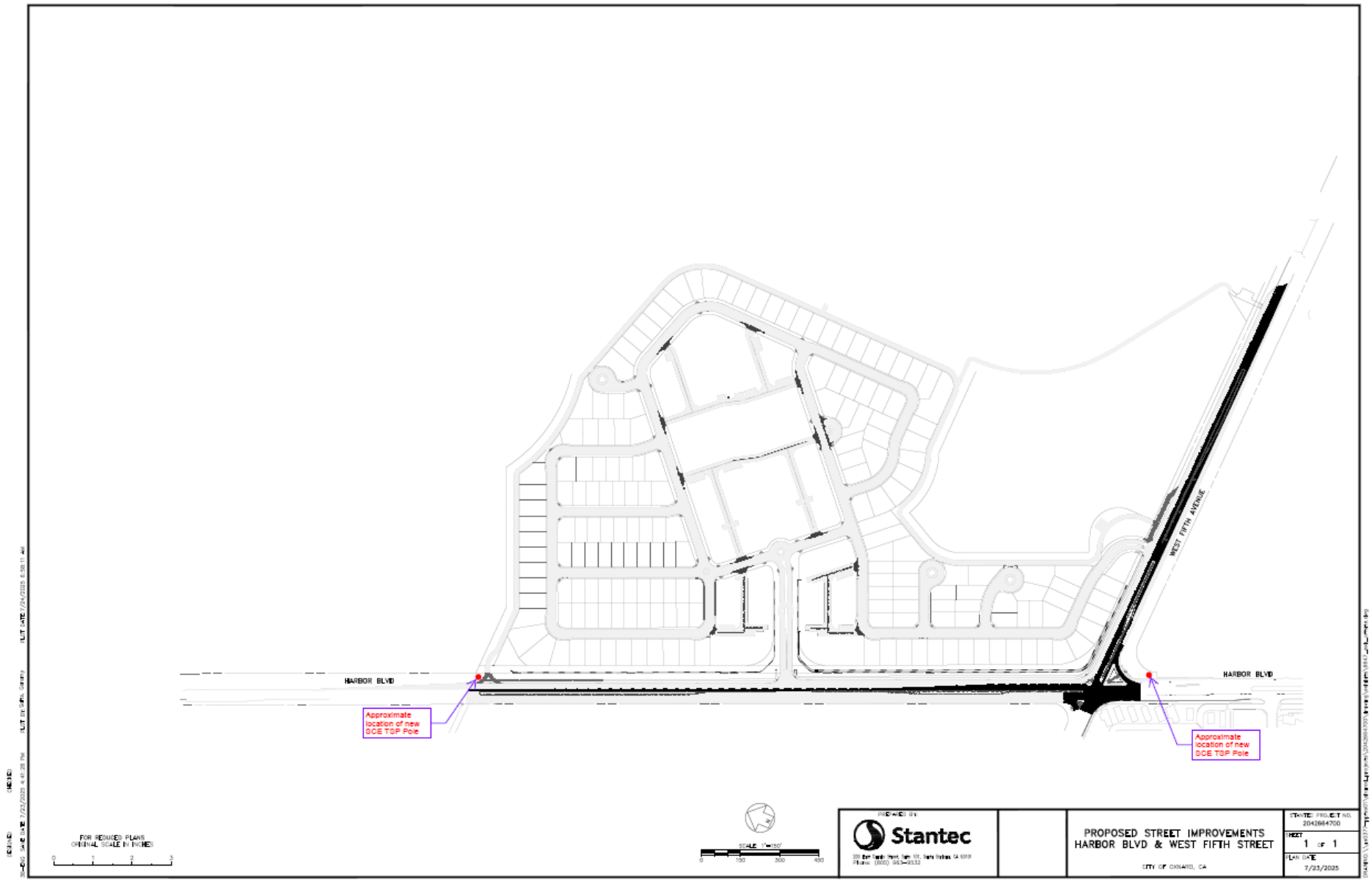
DRAWN BY: W. GARNAND		STATE: CALIFORNIA
CHECKED BY: K. WILSON		DATE: 8/23/2024

Stantec
200 East Carrillo Street, Suite 101, Santa Barbara, CA 93101
Phone: (805) 963–9532

8/23/2024 9:00 AM, C:\PROJECTS\6647\DRAWING\EXHIBITS\6647_JUA_EXB.DWG

EXHIBIT "B"



404283962.7

Joint Use Agreement Between the City of Oxnard, Southern California Edison, and Fifth Harbor Owner, LLC

Tai P. Chau, PE, Community Development Assistant Director
Jeff Pengilley, PE, Community Development Director

City Council
May 5, 2026

CITY OF OXNARD CALIFORNIA

BACKGROUND

- The North Shore project is a 90-acre development located at the northeast corner of Harbor Boulevard and Fifth Street.

- The project has been approved for:
  - 183 single-family homes
  - 109 detached condominiums
  - Onsite private streets
  - Bike lane and walkway path

- Early construction in 2006-2008.

- Current construction effort since 2023.

BACKGROUND

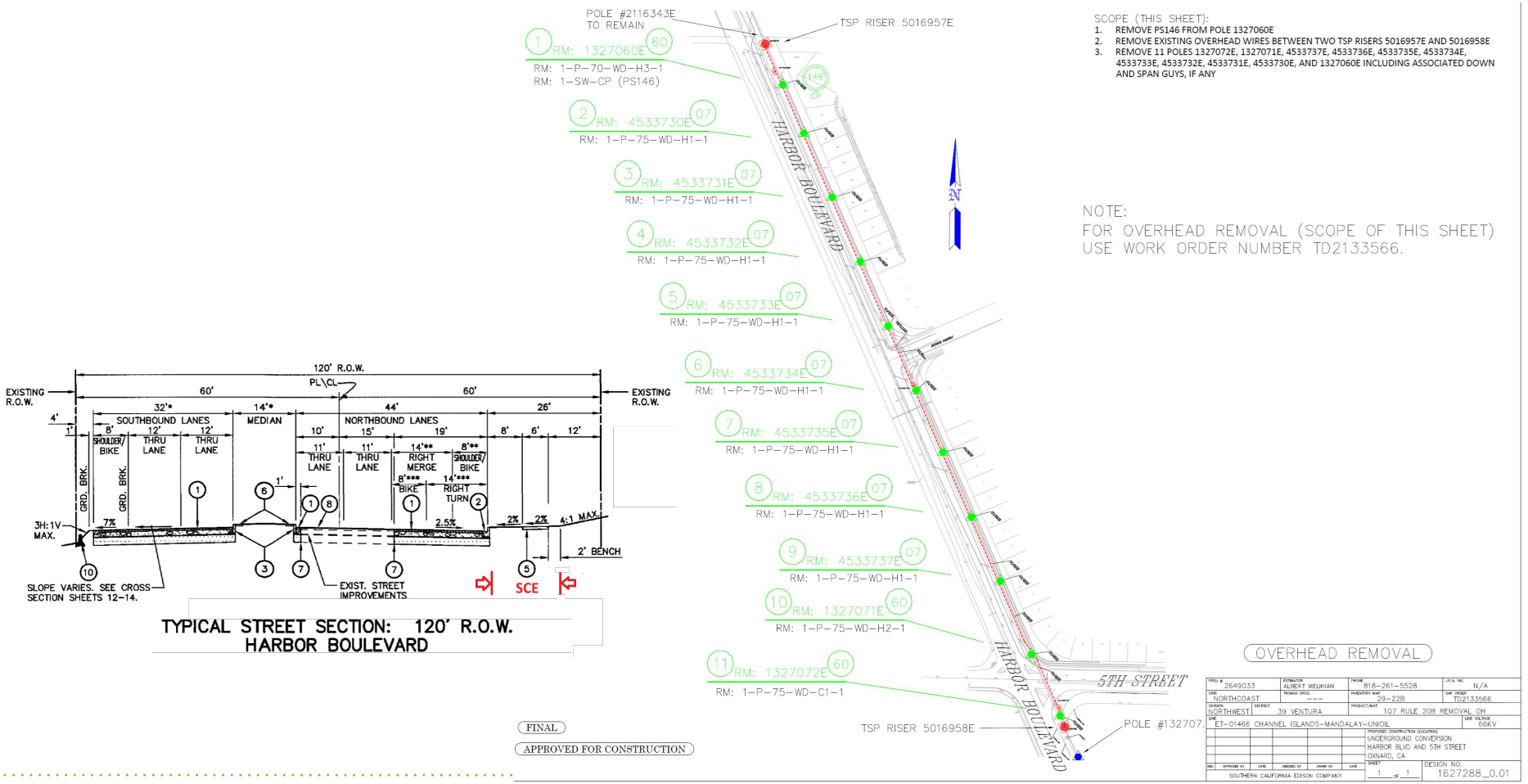
- Southern California Edison Company (SCE) has overhead transmission lines and related facilities running over a portion of the North Shore project along the easterly line of Harbor Boulevard.

- As a condition and per the approved project improvement plans for the project, Fifth Harbor Owner, LLC (the Developer) is to underground and reconstruct the transmission lines and related facilities to the expanded right-of-way of Harbor Boulevard adjacent to the project continuing to the southeast corner of Harbor Boulevard and West 5th Street.

(Current utility poles and power lines on Harbor Blvd looking southeast)

BACKGROUND

- The Developer obtained approval for the plan from SCE in 2024 to relocate and underground all existing overhead lines and relocate them behind the new roadway curb-and-gutter along Harbor Boulevard.



DISCUSSION

Purpose of Joint Use Agreement (JUA) is to allow the relocation of the SCE power lines and related facilities which is necessary to facilitate the development of the North Shore project, and to establish the negotiated agreement that outlines the rights, duties and obligations of the City, SCE and Developer. Here are the key provisions:

1) Clarifies that the costs for the utility relocation will be paid for by the Developer and not SCE.

2) City and SCE will have joint use of a portion of Harbor Boulevard right-of-way.

3) Obligates the City to pay for future relocation costs of the SCE equipment should the City require SCE to relocate the equipment in the future. The Developer to post $1,200,000 performance bond as part of the JUA for the City to utilize to pay for the relocation costs.

4) Developer is required provide SCE title insurance and cover the costs of any new rights for SCE in the event of a another relocation. The City to indemnify SCE against claims caused by title defects in the new location of the SCE equipment.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Joint Use Agreement with Southern California Edison Company (SCE) and Fifth Harbor Owner, LLC., denoted as JUA203904272.

The Joint Use Agreement pertains to the relocation of the existing SCE transmission lines and related facilities from their existing location over a portion of the North Shore project to the easterly line of Harbor Boulevard adjacent to the project and extending to the southeast corner of Harbor Boulevard and West 5th Street.

FINANCIAL IMPACT

There are no anticipated financial impacts associated with this agenda item.

CITY OF OXNARD CALIFORNIA

End of Presentation