

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



AMENDED AGENDA

Ceremonial Items F.1 & F.2 Year Corrected to 2024
Public Hearing Item M.1 – Ordinance Revised Attachment
Reports N.2 – N.5 – Measure M Video Presentation Order Corrected

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

Meeting Location: Council Chambers, 305 West Third Street
May 7, 2024

Closed Session - 5:00 PM
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: 889 6712 1405
3. Passcode: 110875

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.ORG.

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

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

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

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

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

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

D. APPOINTMENT ITEMS (5:30 PM)

1. Cultural & Community Services Department
SUBJECT: Senior Services Commission Annual Report.
RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

Please click the following link to view pre-recorded presentation video: <https://youtu.be/JQDczg2J2Bs>

Legislative Body: City Council.

Contact: Terrel Harrison, (805) 385-7994

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2024 as "Older Americans Month."

2. SUBJECT: Presentation of a Proclamation Designating the Month of May 2024 as "Asian Americans and Pacific Islander Heritage Month."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

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

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 Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 16, 2024 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement 32400386 in the amount not to exceed \$735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water

Quality Feasibility Study and Implementation Plan.

(Public Works and Transportation Committee approved 3-0 on April 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) for Closing Past Audit Findings.

RECOMMENDATION: That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01. (15 minutes)

RECOMMENDATION: That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
2. Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 24-670-01 (Amendment No. 3 to Development Agreement No. A-7113), subject to certain findings and conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3WoS0In9clQ>

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

2. Housing Department

SUBJECT: Adoption of the Fiscal Year 2024-2025 Annual Action Plan, the amended Regional Consolidated Plan and the amended Citizen Participation Plan. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a U.S. Department of Housing and Urban Development public hearing regarding the fiscal year 2024-2025 Annual Action Plan, with funding recommendations, the amended 2020-2024 Regional Consolidated Plan and the amended Citizen Participation Plan;
2. Approve the fiscal year 2024-2025 Annual Action Plan;
3. Approve the updated changes in the amended Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate any recommended changes

resulting from the public input to the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;

5. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2024-2025 Annual Action Plan, and authorize the budget appropriations to fund the administration and activities, including the ability to increase or decrease activities funding up to ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;

6. Authorize the City Manager, and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and

7. Authorize the City Manager, and his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee voted to approve unanimously.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/dUaLZyNlp8E>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. Finance Department

SUBJECT: Presentation of Single Audit Report. (20 Minutes)

RECOMMENDATION: That the City Council receive and file the 2023 Single Audit Report from the audit firm Eadie + Payne.

(The Finance and Governance Committee approved 3-0 on April 23, 2024.)

(Eadie + Payne's presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

2. Public Works Department

SUBJECT: Adopt a Resolution to Accept a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution of the City Council of the City of Oxnard Authorizing the City of Oxnard to enter into an Agreement (A-8548) with the State of California Department of Water Resources to receive funds for the Channel Islands Water Quality Remediation Projects and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Oxnard;
2. Accept a grant from the California State Department of Water Resources in the amount of

- \$500,000 for the Channel Islands Harbor water quality remediation; and
3. Authorize the City Manager to execute the grant agreements and modify Exhibits of the agreement as necessary and the Finance Director or designee to submit the financial reports, grant claims, and approve the budget appropriations for the use of the grant funds; and the Director of Public Works or designee to submit the non-financial reports.

(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/DVkuev6rztQ>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2YRzNBS63TA>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Tree Program and Landscape Standards Update. (15 minutes)

RECOMMENDATION: That the City Council receive and file an update of the citywide Tree Program and Landscape Standards.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FkpJx27uOlk>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Additional Project Contingency and Budget Appropriation Transfer for the Mandalay Bay Bridge and Edison Canal Bridge Rehab Projects. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. An increase of \$350,000 in Project contingency funds from \$660,000 to \$1,010,000 for use in the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307) and

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- extend the completion date to September 30, 2024; and
2. The City Manager to approve a budget appropriation transfer in the amount of \$350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307).

(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/wVvr89bk9zU>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

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

DATE: May 7, 2024

TO: City Council.

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

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION

That City Council receives the Senior Services Commission annual report.

Please click the following link to view pre-recorded presentation video: <https://youtu.be/JQDczg2J2Bs>

BACKGROUND

The Senior Services Commission serves as an advisory body to the City Council focused on items of interest to or affecting the quality of life for the seniors of Oxnard. The Commission is responsible for providing an annual report of activities to the Council, which is traditionally given in May to help highlight Older Americans Month.

This live presentation will include highlights of the commission's activities over the past 12 months, a period that saw seniors returning to the centers after the scare of the pandemic and when several new efforts, including Seniors in Motion and returning congregate meals to the Colonia Senior Center, were started. Some of the activities adopted during the pandemic, e.g., the Halloween Trunk or Treat, were so popular we have added them to our annual events.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Marisue Eastlake, RDVP Director

ATTACHMENTS

1. Presentation

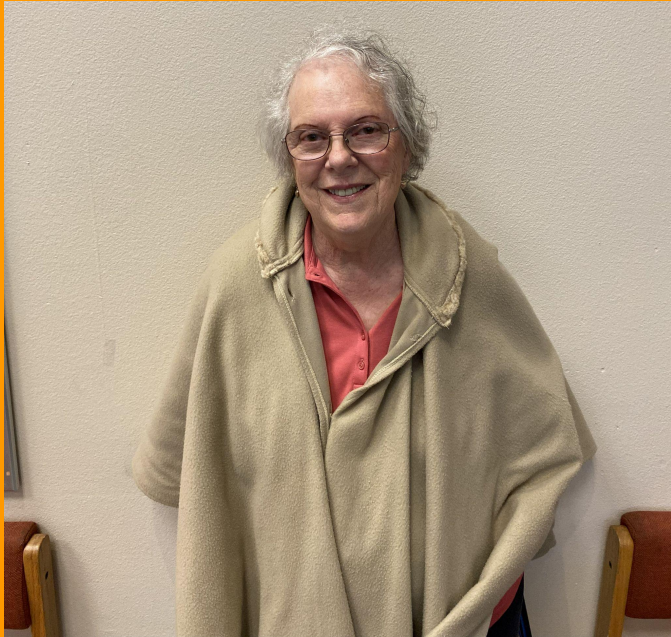
2024 Annual Senior Services Commission Report

5/7/24

Senior Services Commissioners

- Alice Sweetland, Chair
- LaRita Montgomery, Vice Chair
- Clark Owens
- Gloria Massey-Chinea
- Linda Calderon
- Naomi Ontiveros

New Senior Services Commissioners



Commissioner Linda Calderon



Commissioner Naomi Ontiveros

Community Recognition

100th Birthday Celebrations



Juana Rodriguez, 100

Happy Birthday to You ...



Enriqueta Reyes, 100

100th Birthday Celebrations



Frank Cabral, 100

Rosa Morales, 102



Commission Commendation



Joe Malagan
Owner, Home Instead

Provided Christmas gifts
to homebound seniors
through the Senior
Nutrition Program.

Senior Nutrition

Senior Nutrition



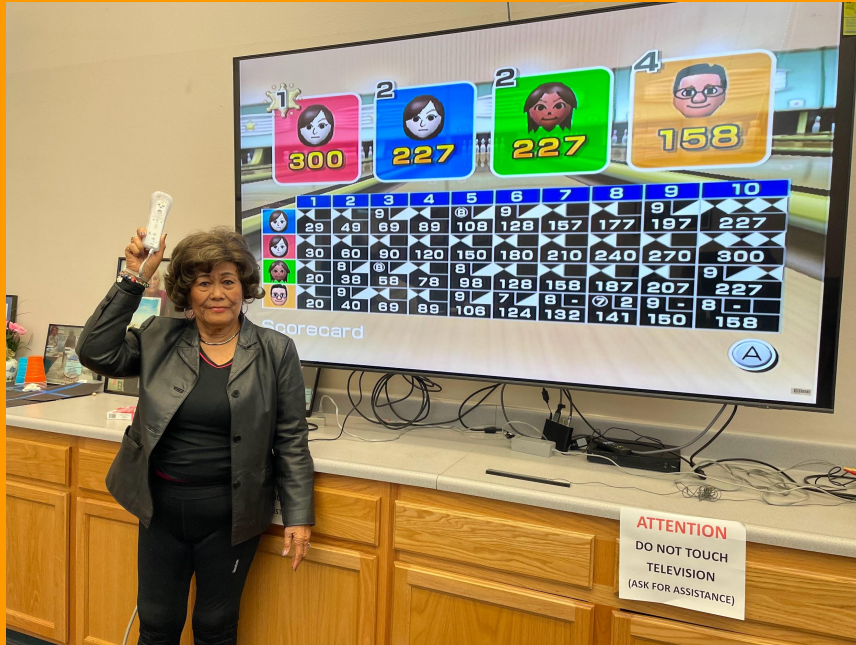
- 22,200 Congregate Meals; 501 unduplicated participants
- 24,200 Home-Delivered Meals; 261 unduplicated participants
- Weekday meals started at Colonia Senior Center, 1/9/23

Senior Services Programming

Senior Center Fun!



More Senior Center Fun!



Art in the Garden



Art in the Garden at Wilson



Senior Fashion Show



Senior Fashion Show



15



Senior Prom



Start of SIM (Seniors In Motion)



Zumba



Paint and Sip



Walking Group

Out to Lunch Bunch



Excursions



Holiday Celebrations

Valentine's Day



Mexican Independence Day



Halloween Trunk or Treat



Posada



Christmas Party



End of Summer Celebration



And Just Everyday Celebrations



Quinceañera



Friendsgiving

RSVP
RSVP Bone Builders
Tai Chi: Moving for Better Balance

RSVP



- 341 unduplicated volunteers
- 43,573 hours of service
- \$1,626,107 in time and talent

RSVP volunteers serve at the
Oxnard Public Library gift shop.

RSVP Bone Builders



- 21 classes, 439 participants
- 92 volunteers

Tai Chi: Moving For Better Balance



- 12 classes, 361 participants
- 30 volunteers



World Tai Chi Day Celebration



East Park



RSVP Volunteer Recognition



First in-person
recognition since 2020

RSVP Instructor Appreciation



Senior Participation in Recreation Events

Dia de los Muertos



Participants at our senior centers made altar decorations and were the entertainment for the opening ceremonies.

Christmas Parade (Tamale Festival)



Chair Sweetland and Commissioner
Massey-Chinea



Ask an Abuelita (Tamale Festival)



Telemundo Segment



Ask an Abuelita (Tamale Festival)



At the Festival

Goals Accomplished

- Started Walking program (SIM and RSVP)
- Added two new Senior Service Commissioners

ORCAS

- No longer active

Goals for 2024

- Accessibility and Signage at Senior Centers
- Highlight Monthly Health Initiatives
- Center Program Evaluations
- Technology Education Programming

**For more information,
contact the Senior Services
office at 805-385-8019.**

**Follow us on Facebook and
Instagram - Oxnard Senior
Services.**



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

DATE: May 7, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the April 16, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 16 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 16, 2024

A. **ROLL CALL, POSTING OF AGENDA**

At 5:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Gabriela Basua joined the meeting at 5:07 p.m. Councilmember Oscar Madrigal took a break from the meeting at 6:00 p.m. and rejoined the meeting at 6:43 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

Public comments were received from Barbara Macri-Ortiz (C.1) and written comments were received from Francisco Fernando Gutierrez (C.1).

C. **CLOSED SESSION (5:00 PM)**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1)).

Name of case: In The Matter of Kona Kai Mobile Estates
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1)).

Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
Los Angeles County Superior Court, Case No. 20STCP00929
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.

4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION

(Government Code Section 54956.9(d)(1)).

Name of case: Moving Oxnard Forward v. Jim Throop; et al.

Ventura County Superior Court Case No. 201800514769CUWM

Legislative Body: City Council

At 5:05 p.m., the City Council recessed into a closed session. At 6:02 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced the following actions which resulted from closed session:

Regarding Item C.1, by a unanimous vote the City Council approved entering into a settlement agreement with Kona Kai Mobile Home Park Associated dba Kona Kai Estates and those Homeowners who filed a Protest Petition challenging the 2022 and/or 2023 rent increases. The terms of the agreement include:

1. The Park Owner waives the right to collect the 4 percent rent increase that it imposed in 2022.
2. The parties agree to a total rent increase of 5.74 percent between April 1, 2022 and March 31, 2025.
3. The parties agree to waive any claims regarding the current rents and any claims that they have against each other.
4. The settlement becoming effective is contingent a number of factors, including:
 - A. the Mobile Home Park Rent Review Board approving the material terms of the agreement on or before April 26, 2024.
 - B. no successful challenge to the Board's approval of the material terms of the agreement or a successful challenge in court.

Copies of the settlement will be available for public review.

Regarding Item C.3, the City Council by a unanimous vote has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

Regarding Item C.4, by a unanimous vote, the City Council has given its legal counsel approval to refrain from seeking appellate review or relief in Moving Oxnard Forward v. Jim Throop, et al., which concerns the sufficiency of City monthly reports and accounting to the Council of receipts, disbursements and fund balances pursuant to Government Code section 41004.

D. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating April 22, 2024 as "Earth Day."

Mayor Zaragoza read the proclamation and presented it to members of the Coastal Keepers. Coastal Keepers was founded on December 31, 2020, President Rafael Ochoa decided to take on Ormond Beach as rainfall caused the waterway to overflow with debris and trash. The Ormond Beach clean-ups are focused on engaging the local community and teaming up with environmental partners to shift the health of our coastline. Coastal Keepers are dedicated to keeping the 805 coast clean and beautiful. Advocating for the betterment of our coastal environment, ecosystem, and community. The committee members accepted the proclamation and said a few words.

2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Sexual Assault and Child Abuse Awareness Month."

Mayor Zaragoza read the proclamation and presented it to members of the Oxnard Police Department Family Protection Unit and the Ventura County District Attorney's Office Victim Advocates Division.

3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Arts, Culture and Creativity Month."

Mayor Zaragoza read the proclamation and presented it to Carolyn Merino Mullin, Executive Director of the Oxnard Performing Arts Center Corporation (OPAC) and Gary Davis, Board Chairperson.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

County of Ventura Sheriff Jim Fryhoff, Mohammed Hasan, and Steve Huber.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Severe Storms Emergency Actions.

RECOMMENDATION: That the City Council ratify Director Orders regarding the Severe Storms Local Emergency proclaimed by the Director of Emergency Services on December 27, 2023, and related actions taken pursuant to the Severe Storms Local Emergency.

No action was taken on this item.

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K.1 through K.8 were reviewed and discussed among the Council and staff.

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 19, 2024, regular meeting as presented.

2. Fire Department

SUBJECT: Ratification of Authorization to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.

RECOMMENDATION: That City Council ratifies the authorization of the Fire Department to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.

3. Public Works Department

SUBJECT: Public Project Agreement 32400427 with Garcia's Landscaping & Maintenance, Inc. for Seabridge Park Bench Installation Project, Specification No. SD 24-82.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping & Maintenance, Inc. in the amount not to exceed \$12,650 for the installation of park benches at Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

4. Public Works Department

SUBJECT: Public Project Agreement 32400383 with Best Contracting Services, Inc. for On-Call Roofing Maintenance and Minor Repair Services Project, Specification No. PW 23-95.

RECOMMENDATION: That the City Council authorize the Mayor to execute an Agreement with Best Contracting Services, Inc. for a total amount not to exceed \$190,000 for a maximum two-year term for on-call roofing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

5. Public Works Department

SUBJECT: Public Project Agreement 32400262 with Central Coast Engineering for On-Call Plumbing Maintenance and Minor Repairs Services, Specification No. PW 23-105.

RECOMMENDATION: That the City Council authorize the Mayor to execute an Agreement with Central Coast Engineering for a total amount not to exceed \$196,000 for a one-year term for on-call plumbing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

6. Public Works Department

SUBJECT: Agreement No. 32400468 with Raftelis Financial Consulting Professional Services for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. 32400468, subject to approval of the final form of the agreement by the City Attorney, with Raftelis Financial Consulting (Raftelis) for a not to exceed amount of \$49,730 through December 31, 2027, for professional services required for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.

(This item did not originate in Committee as it is a continuation of Ordinance 3028 approved by the City Council on May 16, 2023.)

7. Police Department

SUBJECT: **Resolution No. 15,771** Commending Sergeant Daniel Shrubbs for over Twenty-Six Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Daniel Shrubbs for over twenty-six years of outstanding service to the City of Oxnard Police Department.

8. Finance Department

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

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

L. REPORTS1. Public Works Department

SUBJECT: Adoption of **Ordinance No. 3043** Establishing New Solid Waste Rates and Fees.
RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 3043** entitled "Ordinance of the City Council of the City of Oxnard to Establish New Solid Waste Rates and Fees for Customer Use and Service from the City's Environmental Resources Division;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on March 19, 2024.)

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received.

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

2. Public Works Department

SUBJECT: Agreement 32500002 with JAS Landscape LLC for Landscape Maintenance Services within Community Facilities District No. 4.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

Steve Howlett, Assistant Public Works Director and Anthony Miller, Special Districts Manager presented and answered questions. Written comments were received from Dave Copper, Seabridge Treasurer and Arthur Bierman, Seabridge Resident.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0-1. Councilmember Basua recused from voting on this item due to a family relationship with the vendor.

3. City Manager Department

SUBJECT: ERP Annual Report and Seventh Amendment to Agreement with Kreative

Core Technologies.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP projects;
2. Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and
3. Receive and file the ERP system annual report.

(The Finance and Governance Committee approved 3-0 on March 26, 2024.)

Shiri Klima, Deputy City Manager presented and answered questions. No public comments were received.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:20 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Agreement 32400386 with Craftwater Engineering, Inc. for Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement 32400386 in the amount not to exceed \$735,902 for a three-year term, ending from the effective date of the Agreement, for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

(Public Works and Transportation Committee approved 3-0 on April 23, 2024.)

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4"). Each of these Special Districts has specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed through an annual parcel charge for the purposes of maintaining the improvements and other authorized services within their District.

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 abutting sections of the harbor would not be present absent these developments occurring. As specified in the 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 for this Agreement.

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 then, the City of Oxnard ("City"), the County of Ventura ("County"), and residents of the Channel Islands Neighborhood Council ("CINC") have organized efforts to address water quality issues in the Harbor.

Water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor. To begin this testing, the Los Angeles Regional Water Quality Control Board ("LARWQCB") required the development of a Quality Assurance Project Plan ("QAPP") describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals of the project. A critical component of

these efforts is volunteers from CINC performing the water sampling that includes the mobilization of volunteers, schedule coordination with contract laboratories, and data collection and reporting.

On September 24, 2021, December 7, 2021, and March 29, 2022, the City Council approved funding totaling \$1,300,000 from the American Rescue Plan Act (“ARPA”) to address harbor water quality, including the development of a feasibility study and implementation plan.

On September 19, 2023, the County’s Board of Supervisors approved \$1,300,000 in matching funds for ongoing Harbor water quality remediation efforts, personnel costs, procuring of services and materials, conducting environmental reviews, obtaining permits or approvals, and conducting project management with cost tracking.

Craftwater Engineering, Inc. (“Craftwater”) specializes in providing a full spectrum of stormwater program management and consulting services. This firm was the Countywide Watershed Management Programs consultant in collaboration with the City and County.

DISCUSSION

The Purchasing Department released a Request for Proposals (“RFP”) PW24-48 (Attachment 2) for Consulting Services for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan on November 7, 2023, with a proposal due date of December 7, 2023. The RFP received a total of two (2) proposals - one from Craftwater Engineering Inc. (Attachment 3) and one from Anchor QEA.

The proposals were reviewed by the Purchasing Division (Buyer), the Special Districts Division (Manager, Project Manager, and Administrative Services Analyst), the Wastewater Division (Senior Wastewater Environmental Specialist), and two volunteers of the CINC Marine Advisory Committee. The determination is that Craftwater meets the requirements of the solicitation scoring criteria that is listed in RFP PW24-48. The evaluation method consisted of the following:

1. Completeness of the response.
2. Capability, qualifications, & experience of the firm and sub-consultants.
3. Organization and approach to the work.
4. Scope of services to be provided.
5. Schedule of work.
6. Conflict of interest statement.
7. References.

Staff has confirmed that Craftwater meets all required City contractual provisions, including possession of a City business, tax certificate, insurance certificates, and corporate filings with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

Services to be completed by the Contractor are categorized as follows:

1. Project Management. Consultant shall provide overall project management, including engagement with the City, County, and stakeholders, facilitation of public meetings, and quality assurance/quality control of all deliverables. Stakeholder engagement is emphasized throughout all aspects of this project.
2. Data Collection of all current information, Site Visits, and Preliminary Investigations. Consultant shall review the current data sets, studies, and reports, in addition to resident and stakeholder input as needed to understand project issues.
3. Problem Definitions Statement, Goals, and Objectives. Consultant shall use the Basin Plan and Harbor-specific data to determine water quality objectives, prepare a gap analysis, and provide a technical report of findings.
4. Identification of Mitigation Strategies. Consultant shall utilize modeling packages, compile potential mitigation strategies, controls, costs, and other long-term factors such as maintenance costs. Consultant shall provide a report of potential mitigation strategies.

5. Mitigation Strategies Analysis Report. Consultant shall provide both a draft and a final report summarizing the findings, demonstrating the strategies of the feasibility and performance, identifying permit requirements, environmental documentation requirements, cost estimates, schedules for implementation, a recommendation for a Lead Agency, long-term maintenance considerations, and potential funding opportunities.
6. Development of an Implementation Plan.

All services provided will be based on available funding. As with all other on-call services, Craftwater will only be compensated for those services that they actually provide. It should be noted that the cost of this work, while necessary, represents over 29% of the ARPA/County funds assigned for harbor water quality issues. While these consultant services are necessary, any physical solution is likely to cost more than the remaining ARPA/County funds. As such, additional funding will be recommended and discussed with the City Council when appropriate.

Agreement 32400386 with Craftwater (Attachment 1) is a new stand-alone Professional Services Agreement and not an extension of the previous Agreement or Amendments for the Countywide Watershed Management Programs.

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

The total cost of this Agreement with Craftwater shall not exceed \$735,902 over its three-year term. The estimated spending plan for the remainder of Fiscal Year 2023-24 is \$122,650 commencing after May 7, 2024. Additionally, the Special District's personnel shall code time spent working on this Agreement to the ARPA (G2232 and M2211) Projects.

Refer to Attachment 5 (Special Districts Agreement 32400386 Cost Breakdown) for the full estimated account breakdown. Please note that all amounts have been rounded to the nearest whole number.

There is no impact on the General Fund or any Special District funds. Staff's recommendation to use ARPA funds for this specific scope of work should not be construed as staff's recommendation of, or setting a precedent for, the priority uses of funds for future harbor water quality contracts and costs.

Funding Source	Fund	Amount
ARPA - Harbor Area Water Quality Feasibility Study (G2232)	2043801-53200-G2232	\$300,000
County of Ventura - Harbor Area Water Quality Feasibility Study (G2232)	1013801-53200-G2232	\$300,000
Lost PS Revenue - Harbor Water Quality Mitigation Fund (M2211)	3203801-53200-M2211	\$135,902
TOTAL		\$735,902

COMMITTEE OUTCOME

At the April 23, 2024 Public Works and Transportation Committee (PWTC) meeting, the recommendation as written on the PWTC agenda item was modified in Chair Perello's motion per the request of the City Attorney's office before the PWTC approved the item 3-0. The recommendation, as modified, to forward the item to the City Council for review and approval is reflected in this report.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32400386 Craftwater Feasibility Study
2. RFP #PW24-48 Packet
3. RFP PW24-48 Craftwater Tech Proposal and Appendices
4. City of Oxnard Special Districts Map
5. City of Oxnard Special Districts List

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CRAFTWATER ENGINEERING, INC.**

By This Consultant/Professional Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of Craftwater 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, the City issued a Request for Proposals (the “RFP”) for Project PW24-48 seeking Consultant/Professional Services to provide Design Services for Channel Islands Harbor Water Quality Feasibility Study and Implementation Plan; and

WHEREAS, Consultant submitted a proposal dated December 6, 2023 (the “Proposal”) in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, the City desires at this time to implement the Channel Islands Harbor Water Quality Feasibility Study and Implementation Plan; 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

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. Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan.

3. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

CraftWater Engineering, Inc. ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 401 W A St, Suite 200, Office 87, San Diego, California 92101

4. TERM OF AGREEMENT: From (Date): June 1, 2024 To (Date): May 31, 2027.

4.1 Time is of the essence in this Agreement.

4.2 The CITY shall have the option for (1) consecutive (1) one-year extension, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

4.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 12 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

4.4 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: \$735,902.00.

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: Federal Funding / Grant Requirements Rider
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy

7. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Sarah Rowley	Name: Brad Wardynski
Title: Administrative Services Analyst	Title: Vice President
Phone: 805-200-5344	Phone: 213-393-2392
Email: sarah.rowley@oxnard.org	Email: brad.wardynski@craftwaterinc.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave, Bldg 1	
Oxnard, California 93030	

8. CONTRACTUAL PREREQUISITES.

8.1 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.

8.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

8.3 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.

8.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

8.5 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.

9.1 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.

9.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. 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 in the time and manner set forth in the “Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” CITY shall pay 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 & 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.

11.1 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: sdinvoices@oxnard.org.

11.2 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.

11.3 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.

11.4 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.

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 the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, 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.

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 FUNDING/GRANT REQUIREMENTS RIDER.

This Agreement and associated Scope of Work was 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"). A federal Funding/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 provision of Exhibit "D".

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.

19.1 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 his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

- (1) Has thoroughly reviewed and considered the services and work to be performed;
- (2) Has reviewed the issues regarding the scope of services to be provided;
- (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.

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.

20.1. 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.

20.2. 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.

20.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

20.4. 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.

20.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. 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.

20.6. 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.

20.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by 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.

23.1 Except as set forth in Subsection 23.3 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, (but not including the City's construction contractors or other consultants) 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.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend 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, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 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.

23.3.1 Notwithstanding the provisions of Subsection a 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.

23.3.2 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, or any other party for whom Consultant is not legally liable.

23.4 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 Section 23, inclusive 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.

23.5 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.

23.6 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT’S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard’s

local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. [RESERVED].

28. 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.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the 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 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.

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'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 CONSULTANT/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

CRAFTWATER ENGINEERING, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Chad Helmle, President Date

Brad Wardynski, ³ Date
Vice President

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Craftwater Engineering, Inc.)

SCOPE OF SERVICES

Sarah Rowley, 805.200.5344, sarah.rowley@oxnard.org

Scope of Work

This work includes community outreach, various presentations at Council, Board, and public outreach meetings, water quality analysis, mitigation strategies, engineering analysis, cost benefit-analysis, cost estimating, alternative scoping and scheduling, prioritization of alternatives, evaluation of maintenance costs, and documentation. The City has engaged a stakeholder group known as the Marine Advisory Committee (MAC) to assist with the oversight and input of this project. This scope of work is intended to provide a broad framework. However, the Consultant shall add tasks and clarifications as needed based upon their experience and understanding of this project.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team that includes representatives from various City of Oxnard (City) departments and the MAC. The Consultant shall facilitate regular progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume two (2) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall host monthly meetings with the City including the MAC. The Consultant is responsible for developing the meeting information and agenda prior to the meeting and provide meeting minutes within three (3) business days following the meeting. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a Project Schedule that details all tasks needed to meet deliverables described in this RFP. The Project Schedule shall be submitted with the Proposal. The Project Schedule shall be updated after each Progress Meeting, as part of the meeting minutes, showing progress of each task on a monthly basis.

5. Project Communication. Consultant shall develop a Communications Protocol to be followed by all team members. The Communications Protocol is to be submitted within one (1) week of starting the Project. This will include standard project communications as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all the services of sub-consultants, including site visits and inspections, and shall ensure coordination with the City operations, the project manager, and other necessary staff as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff that is responsible for reviewing, design, and documentation, as well as the means for integrating review comments from the City.
8. Invoicing. The Consultant shall submit monthly invoices that include a breakdown of hours worked for each staff member working on the project and the contribution of each staff member to the project. The invoice should also indicate the level of completion for each task to ensure the consultant is within budget. All supporting documentation shall be in a format that is acceptable to the City. Invoices requiring an amendment shall be dated according to when the revised invoice is delivered to the City.
9. Public Meetings. The Consultant shall facilitate 3 public meetings as described in this RFP. For each meeting the Consultant shall prepare and deliver a PowerPoint presentation and the exhibits needed to conduct the meetings. The meetings will be held at City Hall or another venue as needed. The costs of the venue shall be borne by the City directly. Additionally, comment cards, surveys, and other means of seeking community input shall be prepared and deployed by the Consultant for a broad range of public outreach.
10. City Council and Board of Supervisors Presentations. The Consultant shall attend one City Council meeting and one Board of Supervisors meeting described in the RFP. For each meeting, the Consultant shall prepare and deliver a PowerPoint presentation and exhibits needed to conduct the meeting.

Task 1: DELIVERABLES

1. Kickoff Meeting
2. Progress Meetings
3. Public Meetings
4. Project Schedule
5. QC/QA of All Deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

The Consultant shall review and assess existing data and reports, relative to the Project and conduct all necessary site visits, investigations, and analysis required to identify and the project issues that includes:

- Existing and available records/ reports provided by the City/stakeholders and researched by the Consultant
- Input and information from key stakeholders

It is expected that the Consultant will utilize available mapping and develop their own exhibits as needed to complete the deliverables.

Task 3: Problem Definition Statement, Goals, and Objectives

The Consultant shall develop a Problem Definition Statement for the Project based upon the findings of the work completed in Task 2.

The Consultant will also identify and refine the Project Goals and Objectives that will be used to evaluate the range of alternatives for their effectiveness and priority. These Goals and Objectives shall be developed in concert with the Stakeholders, including MAC. The Goals and Objectives may be broad in scope, however, some form of performance metrics and/or criteria shall be established to gauge each alternative. The actual evaluation will be done in a subsequent task below.

Task 3: DELIVERABLES

1. Problem Definition Statement
2. Goals and Objectives, that includes performance metrics and/or criteria

Task 4: Identification of Mitigation Strategies

The Consultant shall develop a list of potential Mitigation Strategies that responds to the Problem Definition Statement, as well as the Goals and Objectives. An initial screening shall be done during this task to evaluate the viability and effectiveness of each alternative against the established performance metrics or criteria.

The following list is provided to initiate dialogue for the range of potential Mitigation Strategies. However, the Consultant is expected to provide other alternatives and modify, or clarify these as necessary. Nothing in this list of Mitigation Strategies shall be viewed as any preference toward any one or group of potential mitigation strategies, but rather to provide a starting point for the development of this task.

1. Address Water Circulation in the Harbor
 - a. Pumping option from north end of the Edison Canal to the Pacific Ocean

- b. Pumping high residence time water to increase circulation
2. Options for Nutrient Source Control
 - a. Filter nutrient and contaminant flow into the Edison Canal
 - b. Mechanical filtration of all (or a portion) storm water flow into the Edison Canal
 - c. Bio-swales along the dirt canals (Doris, West 5th Street, and Wooley Drains) that are located upstream of the Edison Canal
 - d. Mechanical filtration of the Oxnard west drain
 - e. Denitrifying bioreactors
 - f. Capture agricultural runoff and re-use in the agriculture fields
3. Options for Mechanical Filtration (Stormwater 360 or similar) of urban stormwater
4. Options for the Decommissioned Edison Canal
 - a. Develop engineered wetlands
 - b. Fill canal and reroute drainage to historic ~ 50 acres of wetlands located northwest of Fifth St and Harbor Blvd. (currently managed by State Parks).
5. Other Potential Alternatives.

Task 4: DELIVERABLES

1. List of potential Mitigation Strategies
2. High level evaluation of each strategy against the Goals and Objectives and viability.
3. List of recommended Mitigation Strategies

Task 4b: Harbor Hydrodynamic & Eutrophication Modeling

The Consultant will perform a review of the spatial and temporal datasets publicly available needed to assess the environmental, meteorological, and oceanographic conditions in the Channel Island Harbor. The success of a model's outputs is strongly correlated with the quality of the input data. The model will be used to evaluate different alternatives under a number of different forcing conditions to evaluate the improvement of circulation and water quality in the Harbor. This review will determine and document all the data available for the following parameters:

- Water levels
- Meteorological conditions (wind, atmospheric pressure)
- Currents
- Bathymetry and topography
- Sea level rise

Task 4b: DELIVERABLES

1. List of Potential Mitigation Strategies
2. Tech Memo of Preliminary Evaluation of Potential Mitigation Strategies

3. List of Recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

The Consultant shall refine the strategies from Task 4, including the following:

1. Scope definition
2. Identification of similar strategies that have been deployed elsewhere and the evidence to meet the Project Goals and Objectives
3. Permits required
4. Environmental documentation required for implementation
5. Estimate of costs including soft costs
6. Anticipated schedule for implementation
7. Identify the recommended Lead Agency
8. Identify potential funding sources and grant opportunities

Task 5: DELIVERABLES

1. Draft and Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

The Consultant shall work with the City and MAC to develop a comparative methodology to evaluate the Mitigation Strategies against each other to then establish a prioritized list for implementation. It is expected that the identified priorities may be a group of projects that rise to the best value for implementation, while also meeting the project objectives. This Task will culminate in the development of an Implementation Plan.

The Implementation Plan should include, but not be limited to, the following components:

1. Evaluation and grouping of prioritized mitigation strategies that could be implemented to achieve the established Water Quality Goals and Objectives.
2. Identified funding sources that can be applied to each strategy or grouping of strategies.
3. Potential phasing of strategies to match funding availability.
4. Identify the methods for evaluating the effectiveness of each phase, including the data that would need to be collected and evaluated to determine success.
5. Development of Implementation Schedule for the selected group of strategies
6. Development of the plans, specifications, and engineer's estimate of probable cost.
7. During the development of the Implementation Plan, the Consultant should conduct at least one public meeting to solicit community input on the strategies that are recommended for implementation. Additionally, the Consultant shall conduct at least one City Council and one Board of Supervisors presentation on the Draft Implementation Plan.
8. The Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

Task 6: DELIVERABLES

1. Draft and Final Implementation Plan

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)

SCHEDULE OF COMPENSATION

Task	FY24 (2 months May-Jun 2024)	FY25 Estimated Total Expense (12 months Jul 2024-Jun 2025)	FY26 Estimated Total Expense (10 months Jul 2025-May 2026)	Estimated Total Agreement Expense
Task 1 - Project Management	\$ 24,337.00	\$ 66,375.00	\$ 55,312.00	\$ 146,024.00
Task 2 - Data Gathering, Site Visits, & Preliminary Investigations	\$ 8,600.00	\$ 23,456.00	\$ 19,546.00	\$ 51,602.00
Task 3 - Problem Definition Statement, Goals, and Objectives	\$ 7,247.00	\$ 19,765.00	\$ 16,471.00	\$ 43,483.00
Task 4 - Identification of Mitigation Strategies includes Task 4b: Harbor Hydrodynamic & Eutrophication Modeling	\$ 50,344.00	\$ 137,301.00	\$ 114,417.00	\$ 302,062.00
Task 5 - Mitigation Strategies Analysis Report	\$ 17,156.00	\$ 46,790.00	\$ 38,991.00	\$ 102,937.00
Task 6 - Development of Implementation Plan	\$ 14,966.00	\$ 40,815.00	\$ 34,013.00	\$ 89,794.00
Total Estimated Expense	\$ 122,650.00	\$ 334,502.00	\$ 278,750.00	\$ 735,902.00

Estimated Total Values are Rounded

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as “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.

**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.

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER 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 <u>30</u> 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			

[illegible]

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater Engineering, Inc.)**

FEDERAL FUNDING/GRANT REQUIREMENTS 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 Governmentwide 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.

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(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. 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 D-3 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 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 City notice 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

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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.

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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. 1251 et 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.

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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

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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 this FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

The following Attachments are included and must be completed by Consultant and returned to the City:

Attachment D-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS

Attachment D-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and

Attachment D-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

D-1 CITY AWARD

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
(City Signature Document and the Requirements Document)**

**U.S. DEPARTMENT OF THE TREASURY CORONOVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS (city signed document)**

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

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

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient: **DocuSigned by:**

 50594C854EF444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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

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

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

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

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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

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

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

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

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:

Alexander Nguyen

50594C854EE444A

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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

ATTACHMENT D-2

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,

Agreement No. 32400386

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Name (Typed)

Title and Organization Name (Typed)

Signature

Date

ATTACHMENT D-3
S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: _____

Consultant: _____

Submittal #: _____

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

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

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

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

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

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

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

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

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

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

Agreement No. 32400386

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

ATTACHMENT D-4
NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

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, 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 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.

Signature of Consultant's Authorized Officer

Date

Name and Title of Consultant's Authorized Officer

EXHIBIT E

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater 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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Craftwater 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.



City of Oxnard Request for Proposals RFP #PW24-48

Consulting Services for Channel Island Harbor Water Quality Feasibility Study and Implementation Plan

**Bid Close Date: 12/07/2023
at or before 2:00 p.m. PT**

**City of Oxnard
Purchasing**
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

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Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at <https://www.publicpurchase.com>

All questions must go through the Public Purchase portal.

Proposer will be responsible to carefully examine the requirements contained herein.

1.0 INTRODUCTION

The City of Oxnard is located approximately 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, off US Highway 101. Oxnard is a vibrant and growing community of approximately 200,000 people, being the most populous city in Ventura County, having a land area of nearly 27 square miles and over 20 linear miles of coastline. Oxnard prides itself on its rich diversity, history, and culture. There are significant commercial, agricultural, and diverse residential land uses. Oxnard is a full-service city and operates under the Council-City Manager form of government. Ventura County is a growing community of approximately 800,000. The northern area of Channel Islands Harbor is managed by the City. The southern area, south of Channel Islands Blvd., is managed by the County, though still within the borders of the City of Oxnard.

2.0 PROJECT DESCRIPTION

The City of Oxnard is requesting proposals from experienced consulting firms to conduct a Feasibility Study (“Study”) with viable mitigation measures to improve the water quality in the Channel Islands Harbor (“Harbor”). The Study will include as part of the Scope of Services development of an Implementation Plan with cost estimates for the viable strategies. These strategies will be prioritized and include potential funding sources.

To successfully deliver the Feasibility Study and Implementation Plan, it is important for the Consultant to work closely with the City of Oxnard, and the County of Ventura, and other stakeholders to successfully formulate a Feasibility Study and deliver an Implementation Plan that meets the goals for improving the water quality in the Harbor. Additionally, the Consultant will present the Feasibility Study and Draft Implementation Plan to both the City Council and the County Board of Supervisors for review and comments. The Feasibility Study and Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

The Feasibility Study should include, but not be limited to, the following components:

- Background and history of the Harbor and Edison Canal, including the operation of the Mandalay Generating Station (MGS) with a once-through-cooling system for the Power Plant.
- Historical water quality data synopsis.
- Identification of the key data that is necessary to evaluate and measure the success of the Implementation Plan.
- Establishment of the desired Water Quality Goals for the Harbor. These Goals need to meet the Water Quality Objectives that are defined in the Los Angeles Regional Water Quality Control Board’s “*Basin Plan for the Beneficial Uses in the Edison Canal, Mandalay Bay, and Channel Islands Harbor*” as well as Federal standards and U.S. Army Corps of Engineers, if applicable.
- A list of the potential mitigation strategies that were considered and any alternatives that

may have been considered to achieve the Water Quality Goals.

- This Feasibility Study must include a cost benefit analysis with measures for effectiveness toward achieving the established Goals. This analysis needs to include costs for both the short term and long-term maintenance requirements.
- Determine any CEQA/NEPA requirements to implement each prioritized strategy.
- During the development of the Feasibility Study, the Consultant should plan to conduct two public meetings to solicit community input and feedback. The first meeting should coincide with the establishment of the desired Water Quality Goals and Potential Mitigation Strategies. The second meeting should coincide with the Draft Feasibility Study and the Draft Implementation Plan to seek community input.

The Implementation Plan should include, but not be limited to, the following components:

- Evaluation and grouping of prioritized mitigation strategies to achieve the established Water Quality Goals.
- Identified funding sources that can be applied to each strategy or grouping of strategies.
- Potential phasing of the implementation strategies to match funding.
- Identify the methods for evaluating the effectiveness of each phase, including the data that is necessary to evaluate success.
- Development of Implementation Schedule for the selected group of strategies
- Development of the plans, specifications, and engineer's estimate of probable cost for the recommended strategies
- During the development of the Implementation Plan, the Consultant will conduct at least one public meeting to solicit community input, as identified above.

3.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
November 7, 2023	Release of Solicitation
November 20, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
December 7, 2023	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 p.m. local time. https://www.publicpurchase.com
December 11-21, 2023	Review of Proposals
January 8-12, 2024	Proposer Presentations (if necessary)
January- February, 2024	Agreement Development/Negotiations
March, 2024	City Council approval (if necessary, e.g., over \$200,000)
March 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

4.0 BACKGROUND

The Edison Canal (“Canal”) was constructed to supply water for cooling the Mandalay Generating Station (“Plant”), located at 251 N. Harbor Boulevard, Oxnard California. The Plant generated electricity for over 60 years and in the process, discharged an average 1.5 billion gallons of water per month from the canal into the Pacific Ocean. The canal is over 2 miles long and begins at the northern end of the Channel Islands Harbor (“CIH” or “Harbor”). The volume of water that was circulated from the Harbor, through the Canal, into the Plant for cooling, and back into the Ocean provided a low residence time of generally less than 5 days for the water in both the Harbor and Canal. The Plant closed in early 2018 and, as a result, all pumping from the Harbor and Canal stopped. According to the “*Channel Islands Harbor: Nutrient Sources and Sinks Study*” conducted by Aquatic Bioassay & Consulting Laboratories, Inc., this increased the residence time of the harbor water up to 53- 70 days at the upper end of the Edison Canal and 23- 30 days between Seabridge and Westport at the northern end of Mandalay Bay.

The area surrounding the Edison Canal consists of some urban development and about 2,400 acres of agricultural land with drains flowing into the Canal. The urban and agricultural run-off, which previously had little impact on the water quality given the volume of water that was pumped out through the Generating Station, in addition to the volume of water that is refreshed through the tidal flow.

An algal bloom occurred in the Harbor in June 2018. The bloom was followed by eutrophication, a widespread low dissolved oxygen level in the water related to bacterial decomposition of the algae. The bloom and subsequent low oxygen event was most likely a result of changes in the water circulation of the CIH that occurred after the cooling water pumps of the Plant were decommissioned on March 29, 2018.

Extensive water sample testing was conducted in 2021. The testing identified numerous threats to the harbor water quality. First, following rain and/or high levels of run-off from irrigation, the water contained elevated levels of the indicator bacteria enterococcus. Many tests recorded the Most Probable Number of bacteria colonies (MPN) in the thousands when the State safety standard is 104. Second, following rain, the toxicity was significantly elevated with 4 of the 9 sample locations resulting in “100% failed 7d survival rate” for mysidopsis bahia (shrimp testing). The exact cause is not known, although pyrethroid pesticide levels also exceeded water quality objectives in the Canal on several occasions. The impact on the food chain is also not known. The third threat is reflected in chronic Eutrophic conditions, or low levels of dissolved oxygen (DO). DO below 5 mg/L is considered harmful for many marine organisms. During the late spring and summer months, the DO has dropped below 5 at night, but usually recovers during the day. Abundant micro and macroalgae are often observed during these low-oxygen periods.

5.0 GOALS AND OBJECTIVES

The goals of this Feasibility Study and Implementation Plan are to identify the most cost-effective means of improving the Channel Island Harbor Water Quality, to meet the Los Angeles Regional Water Quality Control Board’s water quality objectives for the ***Beneficial Uses*** as defined in their Basin Plan.

The following includes, but are not limited to, some preliminary specific project goals and objectives (these should be refined and finalized with key stakeholders and community input):

- Mitigation Strategy efficiency
- Cost effectiveness in achieving goals
- Optimum and proven technology usage
- Design considerations for best management practices
- Lowest possible maintenance efforts and costs
- Aligns with potential funding sources
- Water quality to meet federal Clean Water Act requirements to protect aquatic life

6.0 CONSULTANT QUALIFICATION

The City requests a comprehensive proposal with recommendations, actions, and procedures to accomplish the project objectives. The Consultant should be committed to providing high-quality work in a reasonable timeframe that meets all applicable industry standards.

Qualified Consultants should have expertise in design and documentation, particularly regarding Water Quality evaluation and mitigation strategies. The Consultant should provide references for a minimum of three (3) similar completed projects and indicate which team members worked on the similar projects, including the roles they served. Consulting services shall consist of all items of work necessary to complete the tasks outlined in the RFP and shall be performed by professionals. The Consultant should be committed to providing high-quality design and engineering work in a reasonable timeframe that meets all applicable industry standards and all federal, state, & local governmental agencies requirements.

7.0 SCOPE OF WORK

This work includes community outreach, various presentations at Council, Board, and public outreach meetings, water quality analysis, mitigation strategies, engineering analysis, cost benefit-analysis, cost estimating, alternative scoping and scheduling, prioritization of alternatives, evaluation of maintenance costs, and documentation. The City has engaged a stakeholder group known as the Marine Advisory Committee (MAC) to assist with the oversight and input of this project. This scope of work is intended to provide a broad framework. However, the Consultant shall add tasks and clarifications as needed based upon their experience and understanding of this project.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team that includes representatives from various City of Oxnard (City) departments and the MAC. The Consultant shall facilitate regular progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume two (2) hours for the kick-off meeting

with staff members.

3. Progress Meetings. Consultant shall host monthly meetings with the City including the MAC. The Consultant is responsible for developing the meeting information and agenda prior to the meeting and provides meeting minutes within three (3) business days following the meeting. The Consultant shall assume two (2) hours for each meeting.

4. Project Schedule. Consultant shall develop a Project Schedule that details all tasks needed to meet deliverables described in this RFP. The Project Schedule shall be submitted with the Proposal. The Project Schedule shall be updated after each Progress Meeting, as part of the meeting minutes, showing progress of each task on a monthly basis.

5. Project Communication. Consultant shall develop a Communications Protocol to be followed by all team members. The Communications Protocol is to be submitted within one (1) week of starting the Project. This will include standard project communications as well as emergency communication protocols.

6. Project Coordination. Consultant shall coordinate all the services of sub-consultants, including site visits and inspections, and shall ensure coordination with the City operations, the project manager, and other necessary staff as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff that is responsible for reviewing, design, and documentation, as well as the means for integrating review comments from the City.

8. Invoicing. The Consultant shall submit monthly invoices that include a breakdown of hours worked for each staff member working on the project and the contribution of each staff member to the project. The invoice should also indicate the level of completion for each task to ensure the consultant is within budget. All supporting documentation shall be in a format that is acceptable to the City. Invoices requiring an 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 sdinvoices@oxnard.org

A sample of progress payments will be given to the awarded consultant. This will be used for submitting and approving payment through the duration of projects.

9. Public Meetings. The Consultant shall facilitate 3 public meetings as described in this RFP. For each meeting the Consultant shall prepare and deliver a PowerPoint presentation and the exhibits needed to conduct the meetings. The meetings will be held at City Hall or another venue as needed. The costs of the venue shall be borne by the City directly. Additionally, comment cards, surveys, and other means of seeking community input shall be prepared and deployed by the Consultant for a broad range of public outreach.

10. City Council and Board of Supervisors Presentations. The Consultant shall attend one

City Council meeting and one Board of Supervisors meeting described in this RFP. For each meeting, the Consultant shall prepare and deliver a PowerPoint presentation and exhibits needed to conduct the meeting.

Task 1: DELIVERABLES

1. Kickoff Meeting
2. Progress Meetings
3. Public Meetings
4. Project Schedule
5. QC/QA of All deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

The Consultant shall review and assess existing data and reports, relative to the Project and conduct all necessary site visits, investigations, and analysis required to identify and the project issues that includes:

- Existing and available records/ reports provided by the City/stakeholders and researched by the Consultant
- Input and information from key stakeholders

It is expected that the Consultant will utilize available mapping and develop their own exhibits as needed to complete the deliverables.

Task 3: Problem Definition Statement, Goals, and Objectives

The Consultant shall develop a Problem Definition Statement for the Project based upon the findings of the work completed in Task 2.

The Consultant will also identify and refine the Project Goals and Objectives that will be used to evaluate the range of alternatives for their effectiveness and priority. These Goals and Objectives shall be developed in concert with the Stakeholders, including MAC. The Goals and Objectives may be broad in scope, however, some form of performance metrics and/or criteria shall be established to gauge each alternative. The actual evaluation will be done in a subsequent task below.

Task 3: DELIVERABLES

1. Problem Definition Statement
2. Goals and Objectives, that includes performance metrics and/or criteria

Task 4: Identification of Mitigation Strategies

The Consultant shall develop a list of potential Mitigation Strategies that responds to the Problem Definition Statement, as well as the Goals and Objectives. An initial screening shall be done during this task to evaluate the viability and effectiveness of each alternative against the established performance metrics or criteria.

The following list is provided to initiate dialogue for the range of potential Mitigation Strategies. However, the Consultant is expected to provide other alternatives and modify, or clarify these as necessary. Nothing in this list of Mitigation Strategies shall be viewed as any preference toward any one or group of potential mitigation strategies, but rather to provide a starting point for the development of this task.

1. Address Water Circulation in the Harbor
 - a. Pumping option from north end of the Edison Canal to the Pacific Ocean
 - b. Pumping high residence time water to increase circulation
2. Options for Nutrient Source Control
 - a. Filter nutrient and contaminant flow into the Edison Canal
 - b. Mechanical filtration of all (or a portion) storm water flow into the Edison Canal
 - c. Bio-swales along the dirt canals (Doris, West 5th Street, and Wooley Drains) that are located upstream of the Edison Canal
 - d. Mechanical filtration of the Oxnard west drain
 - e. Denitrifying bioreactors
 - f. Capture agricultural runoff and re-use in the agriculture fields
3. Options for Mechanical Filtration (Stormwater 360 or similar) of urban stormwater
4. Options for the Decommissioned Edison Canal
 - a. Develop engineered wetlands
 - b. Fill canal and reroute drainage to historic ~ 50 acres of wetlands located northwest of Fifth St and Harbor Blvd. (currently managed by State Parks).
5. Other Potential Alternatives.

Task 4: DELIVERABLES

1. List of potential Mitigation Strategies
2. High level evaluation of each strategy against the Goals and Objectives and viability.
3. List of recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

The Consultant shall refine the strategies from Task 4, including the following:

1. Scope definition
2. Identification of similar strategies that have been deployed elsewhere and the evidence to meet the Project Goals and Objectives
3. Permits required
4. Environmental documentation required for implementation
5. Estimate of costs including soft costs
6. Anticipated schedule for implementation
7. Identify the recommended Lead Agency
8. Identify potential funding sources and grant opportunities

Task 5: DELIVERABLES

1. Draft and Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

The Consultant shall work with the City and MAC to develop a comparative methodology to evaluate the Mitigation Strategies against each other to then establish a prioritized list for implementation. It is expected that the identified priorities may be a group of projects that rise to the best value for implementation, while also meeting the project objectives. This Task will culminate in the development of an Implementation Plan.

The Implementation Plan should include, but not be limited to, the following components:

1. Evaluation and grouping of prioritized mitigation strategies that could be implemented to achieve the established Water Quality Goals and Objectives.
2. Identified funding sources that can be applied to each strategy or grouping of strategies.
3. Potential phasing of strategies to match funding availability.
4. Identify the methods for evaluating the effectiveness of each phase, including the data that would need to be collected and evaluated to determine success.
5. Development of Implementation Schedule for the selected group of strategies
6. Development of the plans, specifications, and engineer's estimate of probable cost.
7. During the development of the Implementation Plan, the Consultant should conduct at least one public meeting to solicit community input on the strategies that are recommended for implementation. Additionally, the Consultant shall conduct at least one City Council and one Board of Supervisors presentation on the Draft Implementation Plan.
8. The Final Implementation Plan must be approved by both the Oxnard City Council and the County of Ventura Board of Supervisors.

Task 6: DELIVERABLES

1. Draft and Final Implementation Plan

8.0 PAYMENT REQUIREMENTS

Invoices shall be monthly and provide a breakdown of hours charged by person by task. The invoice shall be accompanied by a Progress Report including identification of the level of completion on each task. The Progress Report shall describe work accomplished in the current period and work anticipated in the next period.

9.0 PROPOSAL REQUIREMENTS

A sample Agreement for Professional Services (may be amended to include most recent grant requirements and grant provisions) is attached (RFP Exhibit 1). Review the indemnity and insurance requirements (Exhibit 2) for this project in the Agreement. The Consultant is expected to meet those requirements. The Consultant must comply with applicable federal, state, and local laws including prevailing wage rates and their payment in accordance with California Labor code, Section 1775. Prevailing wage does not apply to Professional/Consulting Services.

General

1. All interested and qualified consultants are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understood the entire RFP, including all schedules and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
3. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

Proposal Presentation

1. All proposals must be submitted electronically via PublicPurchase.com (see RFP Terms and Conditions for details) and formatted for 8 ½" x 11" sheets of paper, neatly typed, with standard (1 inch) margins, and single-spaced with headings, sections, and sub-sections identified appropriately. The font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. The technical proposal must be divided into three (3) sections (and appendices) with references to parts of this RFP done on a section number and sub-section basis. The proposal shall be limited to 30 pages, not including resumes of key personnel.

Proposal Format

Proposing firms must provide this information in the following format:

Proposal Cover Page

The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
- Number of Years in Business:
- Name, title, telephone number, and address of the person(s) proposed as the Project Manager:
- Name, title, telephone number, and address of the person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of \$1 M in Professional Liability (not included in page count).

Proposal Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents as outlined below:

Section 1: Firm Qualifications and Experience

This section should establish the firm's ability to perform the required work to the expectations of the City. The narrative should include the consulting firm's background, including main business focus, length of time in business, number of employees, the location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of the firm
- Overview of the firm's capabilities in project scope
- Describe three (3) projects similar to this scope of work that have been completed for public agencies, water/sanitary districts, federal government, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner's point of contact. Note the relevance of each project to the

Objectives of this project. Brief descriptions of additional projects that demonstrate the

firm's track record to perform the required services may be included in tabular format. Include identification of proposed staff that worked on similar projects and the role they served on said projects.

- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP.

Section 2: Staff Experience

This section should introduce the key staff that the firm shall commit to the project. The section shall include:

- An Organizational Chart that shows the Project Manager, Task Leaders, sub-consultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that the consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page count. Include the biographical sketches and resumes of any subcontractors that have key roles in the project.
- The current workload for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with a summary of hours by task and by labor class for the project team members. This should be provided in a table format. Do not include rates or total costs in the technical proposal.

Section 3: Scope of Work Understanding and Schedule

The firm should clearly state its understanding of the project objectives, scope of work, and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm's approach to overcoming these challenges.
- Describe your firm's approach to the work and how it will benefit the City.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported, and challenges identified.
- The contract for this project shall incorporate the scope of work. The firm may wish to include options and enhancements to the scope of work for the City's consideration. Portions of the firm's proposal may be considered for inclusion into the contract Scope of Work at the City's discretion. The firm shall not be

permitted to levy any service or other charges against the City, other than those listed in Scope of Work, without being previously negotiated with the City.

As part of the firm's demonstration of Scope Understanding, prepare a proposed Critical Path schedule for the completion of each task and subtask. The schedule shall be prepared using MS Project, and include the following elements:

- Activities
- Milestones
- Early start and finish dates
- Late start and finish dates
- Activity duration
- Logic link relationships between tasks

The schedule may be submitted on an 11"x17" sheet of paper and will count as one (1) page.

Appendix A. Resumes of Key Staff

Include resumes of key staff, including key sub-consultants' staff. Limit each resume to two (2) pages. Resumes are not included in the overall page count. ***Fee Proposal- (submit separately from the technical proposal)***

Please Note: The Fee Proposal is to be kept separate from the technical proposal and submitted separately. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined.

Cost proposal for all items listed in this RFP shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work. Please submit cost by task, number of hours, and classification of the team member performing task and subtask, and direct costs. Show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

Conflict of Interest

The Consultant shall disclose any financial, business, or other relationships with City or other stakeholders that may have an impact on the outcome of this contract. The Consultant shall list current clients who may have a financial interest in the outcome of this contract.

Prevailing Wage

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including but not limited to mapping and surveying, geotechnical investigation, potholing and traffic control services. These rates shall be the minimum wage rates for this task of the project. These rates are on file with the City of Oxnard and copies will be made available to any interested party upon request.

State Bill (SB) 854

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. This project shall comply with the requirement of SB 854.

Coverage is not limited only to work performed at the construction site by the traditional construction trades but extends broadly to workers employed “in the execution of” the public works contract.

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the California Labor Code. Even though survey and geotechnical services typically are viewed as consultants and generally do not necessarily fit the term “contractor,” compliance with section SB 854 will be required by the Department of Industrial Relations ("DIR"). Essentially, if the services provided by a survey or geotechnical services firm would be considered to be covered under the applicable California Labor Code sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

10.0 COMMUNICATIONS REGARDING RFP

Communications Regarding RFP

All questions, clarifications, and inquiries shall be submitted in writing on the City of Oxnard, Public Purchase website, <https://www.oxnard.org/rfps-and-rfqs/> by the date identified in the timeline of the RFP.

Confidentiality

Prior to the award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. Any language purported to render confidential in all or portions of the proposals will not affect and will be disregarded.

Amendments to Request for Proposals (Addendum)

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

11.0 EVALUATION AND SELECTION OF CONSULTANT

Selection will be conducted according to the City's adopted procedures for the evaluation and selection of a Consultant. The City may request a qualification interview with the shortlisted Consultant(s) prior to determining the final ranking. The award of the contract will be based on a combination of the factors listed below. The City reserves the right to reject any proposal without any reasons.

The firm rated as most qualified to provide the requested services, and agrees to execute the City's Agreement for Professional Services (may be amended to include most recent grant requirements and federal provisions), including the indemnification clause (Section 23 of Exhibit1) and Insurance Requirements (Exhibit 2) will be invited to negotiate a final contract. If an Agreement is not reached; negotiations will be terminated and commenced with the next firm ranked as most qualified.

All responses become the property of the City. The proposals are confidential until the award of a contract to the selected Consultant. The City will not be responsible for materials obtained by other parties. In order to meet federal guidelines required to utilize federal funding, the City intends to select a firm to provide the professional services requested by this RFP based on the federal guidelines described below. Proposers must demonstrate experience performing the type of professional services requested for this project. Proposers shall address each of the tasks and qualifications with their specific experience details. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For the mandatory requirement, this score will result in disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, and has a low probability of success in achieving project objectives per RFP.
2	Fair	Reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specifications.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	30
3	Organization & Approach	30
4	Scope of Services to be Provided	15
5	Schedule of Work	20
6	Conflict of Interest Statement	Pass/Fail
7	References	5

1. Completeness of response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the evaluation criteria, and will receive no further consideration.

2. Capability, Qualifications & Experience of the firm along with its sub consultants (25 points)

Relevant experience, specific qualifications, and technical expertise of the firm and sub-consulting firms to conduct consulting, architectural, and/or engineering services on both federal-aided and non-federal-aid projects. The consultant experience of working with other Public Works agencies is an example of a type of experience the City is looking for.

3. Organization & Approach (20 points)

- A. Describes familiarity of the project and demonstrates an understanding of work
- B. Roles and Organization of Proposed Team
 - Proposes adequate and appropriate disciplines of the project team.
 - Some/all of the team members previously worked together on a similar project(s).
 - The overall organization of the team is relevant to the City's needs.
- C. Project and Management Approach
 - The team is managed by an individual with appropriate experience in similar projects, and this person's time is appropriately committed.
 - The project team and management approach respond to project issues.
 - Team structure provides the adequate capability to perform both volume and quality of needed work within project schedule milestones.
- D. Roles of Key Individuals on the Team
 - Proposed team members, as demonstrated by enclosed résumés, have relevant experience for their role in the project.
 - Key positions required to execute the project team's responsibilities are appropriately staffed. Demonstrate availability of key staff needed to meet the overall project schedule.
- E. Working Relationship with the City
 - Team and its leaders have experience working in the public sector and knowledge of the public sector procurement process.
 - Team leadership understands the nature of public sector work and its decision- making process.
 - The proposal responds to the need to assist the City during the project.

4. Scope of Services to be provided (20 points)

- F. Detailed Scope of Services to be provided
 - The proposed scope of services is appropriate for all phases of the work.
 - Scope addresses all known project needs and appears achievable in the

timeframes outlined in the project schedule.

G. Project Deliverables

- Deliverables are appropriate to schedule and scope

H. Cost Control and Budgeting Methodology

- The proposer has a system or process for managing cost and budget.
- Evidence of successful budget management for a similar project.

5. Schedule of Work (20 points)

- The schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Solicitation Section 3.
- The schedule serves as a project timeline, stating all major milestones and required submittals for project management and federal-aid compliance.
- The schedule addresses all knowable phases of the project.

6. Conflict of Interest Statement (Pass/Fail)

- Discloses any financial, business, or other relationship to the City that may have an impact upon the outcome of the contract.
- Lists current clients who may have a financial interest in the outcome of this contract.

7. References (10 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (5) year

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist (*this page*)
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____ of _____

Printed Name of Agent/Officer**Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

e. **PROPOSER'S RESPONSE:**

Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. Certification of Non-Debarment (If this solicitation will be receiving grant funding, this section would be applicable, if not, please remove)

The City of Oxnard will be receiving Federal or State Grant funds.

The potential proposer must go to the following website:

(<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

- i. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
- ii. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

PROPOSER'S RESPONSE:

PROPOSER'S RESPONSE:

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

- a. General Services Administration (GSA) Excluded Parties Lists System (EPLS)

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

Signature:

Date:

Title of Agent/Officer:

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER’S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER’S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Proposals must be submitted electronically via [PublicPurchase.com](https://www.publicpurchase.com).

The Cost Proposal is required to be submitted separately from the technical proposal.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

Proposal for RFP #PW24-48 Channel Island Harbor Water Quality Feasibility Study & Implementation Plan



https://commons.wikimedia.org/wiki/File:San_Diego_Channel_Harbor.jpg

Proposed by:

craft  **water**™
engineering, inc.

In Partnership With:



Name of Business/Company

Cratwater Engineering, Inc.

Business/Company Address

11026 Caminito Vista Pacifica, SD, CA 92131

Telephone Number 805-729-0943

E-mail Address connect@cratwaterinc.com

Website Address www.craftwaterinc.com

Federal Tax ID Number 83-4491771

Type of Business Corporation

Number of Years in Business 4.5

Proposed Project Manager

Brianna Datti, Lead Engineer – Water Quality
Science and Regulations, 603.988.6997, 401 W
A St, Ste 200, Office 87, San Diego, CA 92101

Officer Authorized to Sign Contracts

Brad Wardynski, Sr. Project Manager and COO,
213-393-2392, 401 W A St, Ste 200, Office 87,
San Diego, CA 92101

I certify that I am authorized to sign contracts
for Craftwater Engineering: 

Certificate of Insurance See next page

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sahleem Julien PHONE (A/C, No, Ext): 770-670-5327 FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com														
INSURED Craftwater Engineering, Inc. 10711 Oakbend Drive San Diego, CA 92131	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B : Property & Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company, Ltd.	11000	INSURER B : Property & Casualty Ins Co of Hartford	34690	INSURER C : Lexington Insurance Company	19437	INSURER D : Hartford Accident and Indemnity Company	22357	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 23-24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			20SBWBA9331	05/14/2023	05/14/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGEK9055	05/14/2023	05/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			20SBWBA9331	05/14/2023	05/14/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEGAS1L5T	05/14/2023	05/14/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			031565741	05/14/2023	05/14/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

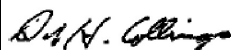


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The project team has been a delight to work with. They have been on time, delivered on their promises, they have done everything we have asked them to do. I'd have to say... one of the best consultants that I've worked with in recent memory.

-Lisa Rapp, Public Works Director, City of Lakewood, California



1. FIRM QUALIFICATIONS & EXPERIENCE

Below we introduce the Craftwater Team and our differentiating background and experience.

1.1 FIRM INTRODUCTION



Craftwater is a California-certified Disabled Veteran Owned Business Enterprise (DVBE) and Micro Business (MB) founded in 2019 and headquartered in San Diego.

We were founded on the principles of engineering expertise, regulatory acumen, and state-of-science practices to deliver agile, full-breadth service to the stormwater market in California. Our rapidly growing team of associates are skilled at adapting to

the continuously evolving regulatory environment, yet grounded enough to deliver high-quality and readily-constructible designs. ***As trusted strategic advisers and designers, our mission is to always act genuinely to advance the best interests of our clients, the environment, and the state of science by designing real solutions for total water cycle management.***

Craftwater provides a robust, well-rounded team of consultants offering a wide array of specialized water-related services. While many firms are known for their qualifications in just one or two areas of expertise, Craftwater's business model was intentionally designed to provide our municipal clients with trusted consultation across the ***full spectrum of stormwater program management.*** In practice, this means we apply watershed planning principles to our technical work; we leverage the latest watershed science and regulatory fluency to maximize the value of our infrastructure designs; and we insist that the real-world monitoring outcomes and engineering challenges we encounter in the field are accounted for in our watershed modeling analyses. This unique, full-circle approach allows our team to shape meaningful regulatory policy, while reducing costs and maximizing impacts of each dollar spent. Our full integration across all areas of stormwater management helps avoid the pitfalls of changing teams between phases of each project, and demonstrates our team's ***expertise and sound knowledge to deliver actionable, resilient solutions.***

Our team brings a diverse perspective to the City from our recent experience providing stormwater management services across a broad range of rural to urban watersheds from the Mexican border to the Bay Area, nationally, and internationally. We are also finely attuned to the nuances of the City's water quality regulations because ***we just completed the draft Ventura Countywide Watershed Management Programs in collaboration with the City.***



FULL-SPECTRUM STORMWATER PROGRAM STEWARDSHIP

WATER QUALITY SCIENCE, REGULATIONS, & MONITORING:

Apply the latest watershed science to build meaningful compliance strategies founded in local, measurable metrics



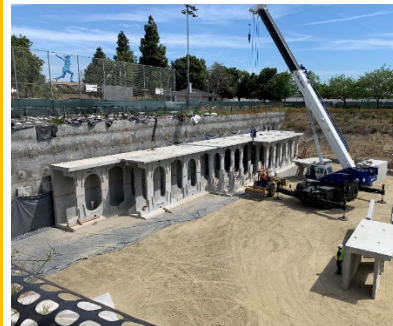
WATERSHED MODELING & PLANNING:

Develop actionable, implementation-oriented programs customized to the local environment



STORMWATER CAPTURE FEASIBILITY & DESIGN:

Design multi-benefit infrastructure expertly engineered to meet environmental and community needs



Craftwater is proud to team with *locally and nationally respected experts Rincon, GHD, and Villa Civil*. Given the interdisciplinary scope, we deliberately selected each member of this team to fill a specialized role and best serve the City—each partner's experience, qualifications, and technical resources is complementary and focused on the specific tasks of the request for proposals (RFP).



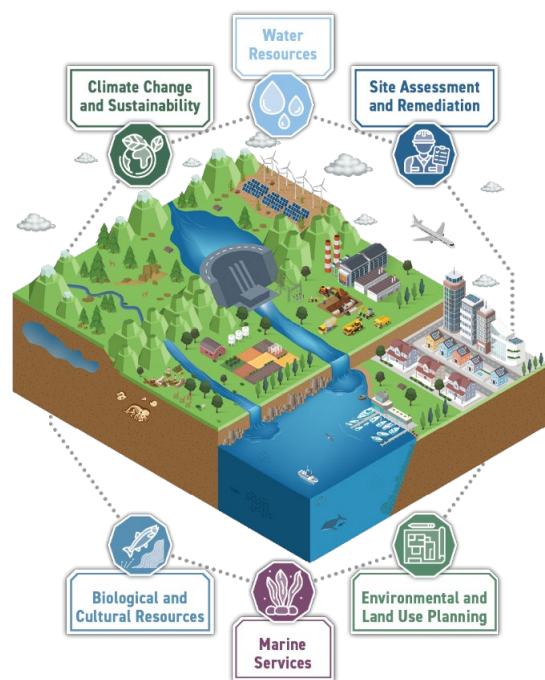
Rincon Consultants, Inc. (Rincon) is a multi-disciplinary environmental sciences and planning firm providing quality professional services to government and industry clients.

Rincon staff are proud of the considerable depth of environmental scientists and engineers, certified urban planners, sustainability experts, accredited LEED professionals, noise and air quality experts, geologists, biologists, and cultural and historical resource specialists who comprise our staff and are ready to serve. Their approach to every project is centered upon problem-solving, innovative solutions, and responding to clients' specific needs in a cost-effective

manner. Headquartered in the City of Ventura with over 120 local professionals, and with over 450 staff throughout California across 13 offices, Rincon provides the necessary local and technical resources to deliver this project.

Rincon provides a variety of water resource management tools grounded in scientifically sound approaches for Integrated Water Resource Planning, Monitoring, and Compliance; Coastal and Marine Resource Management; Sustainable Groundwater Management; Hydrogeological and Water Quality Investigations; Climate Action, Adaptation, and Resilience Planning and Implementation; Regulatory and Environmental Compliance; and Strategic Program Management and Communications. Rincon staff have an in-depth understanding of southern California hydrologic, water quality, and biological resources, regulatory processes (specifically in Ventura County), and close working relationships with state and federal agency regulatory staff, which allows them to provide quality consulting services while minimizing expenses and delays.

Rincon's talented marine scientists, physical scientists, wildlife and fisheries biologists, botanists, ecologists, and project managers have successfully executed dozens of related projects in Ventura County and the region over the past 29 years, including: Ventura River, Tributaries, and Estuary Algae, Eutrophic Conditions, and Nutrients TMDL Monitoring and Reporting; Upper Ventura River Groundwater Sustainability Plan Development and Groundwater Dependent Ecosystems Special Studies; Santa Clara River and Malibu Creek Bacteria TMDL Monitoring and Reporting; Santa Paula Creek Pollutant Source Identification Study; Santa Clara River Estuary NPDES Fish, Water Quality and Biological Monitoring; Mugu Lagoon Hydrologic and Hydraulic Monitoring; Ocean Current Profiling for Ventura WaterPure Outfall Dilution; Ventura Harbor Dredge Placement Planning, Permitting, and Monitoring.



From water quality and supply to coastal planning and remediation projects, every one of our projects is interconnected to the rest of the watershed. By connecting the dots of how our services contribute to maintaining and improving watershed health, we serve our clients as the need for integrated planning and implementation becomes ever more important to protect the environment, streamline compliance requirements, communicate with interested parties, and optimize client budgets.

We specifically selected Rincon for this team because of their extensive experience in dynamic southern California coastal harbors, estuarine, and lagoon habitats. Craftwater has partnered with Rincon for several years to pursue similar work, and trust that they will augment our team with a strong professional consulting team and local resources that can adapt to changing conditions and provide scientifically defensible results and work products.



GHD is one of the world's leading engineering and environmental consulting companies. Established in

1928, GHD employs more than 11,000 people across five continents and serves clients in the global markets of environment, water, energy and resources, property and buildings and transportation. Wholly owned by its people, GHD has more than 430+ local staff in California and have provided water services to cities, special districts and municipalities throughout California for over 70 years. As an employee-owned company, GHD is committed to sustainable development and improving the physical, natural, and social environments of the many communities in which we operate. They are guided by our workplace health, safety, quality and environmental management systems.



GHD was trusted by the Army Corps of Engineers to Model and Monitor an Oxygen Injection Mitigation Strategy for the Savannah Harbor Expansion

GHD is at the forefront of the water industry, delivering sustainable water solutions across the globe. They assist stormwater, water, wastewater utilities, by providing services to optimize infrastructure and adapt to environmental changes in ways that balance the needs of our communities. As evidenced throughout this response, GHD is uniquely qualified to support the surface water modeling scope elements. This experience comes directly from the personnel proposed for this project, bringing to the City a wealth of project delivery knowledge, technical expertise and lessons learned.

Craftwater specifically chose GHD for this team because of their nationally recognized surface water modeling experience and our great working relationship. Both Craftwater and Rincon have worked closely with GHD in recent years to deliver water resource monitoring and feasibility study projects.



VILLA CIVIL

Villa Civil is a woman-owned civil engineering firm with a proven track record in identifying funding opportunities, delivering grant writing services, and providing ongoing grant administration support for municipalities throughout

Southern California. Villa Civil staff have successfully secured over \$116M in grant applications and low-interest loans for our clients through federal, state, and regional programs. With a combined 35+ years of experience with various grant solicitation formats and granting agencies, our staff is prepared to assist at any stage of the grant writing and administration process.

Villa Civil's project team is comprised of three key members experienced in grant writing, grant administration, and development of funding strategies. Ms. Christy Villa will serve as Project Manager, perform grant strategy oversight, quality assurance, and quality control, and oversee all grant identification and support tasks. With a total of 7 staff members, Villa Civil is committed to delivering cost-effective, high-quality service.

Headquartered in Encinitas, California, their certified California Micro Small Business (SB) and Women Business Enterprise (WBE) firm is eager to support the City of Oxnard (City). Given the circumstances of the world, they understand the importance of proactively identifying new and innovative avenues to help fund communities' projects. Villa Civil can provide a tailored approach that fits the City's funding goals, objectives, and strategies. Their belief in strong communication and honesty gives our team an advantage in identifying and pursuing funding opportunities that result in the highest likelihood of an award.

Craftwater specifically invited Villa Civil to join the team because of their overwhelming success securing grants and funding for municipal clients. In the past two years, Craftwater and Villa Civil have partnered on eight projects together.

1.2 STRENGTH & STABILITY

While Craftwater has been in business for just under five years, we have already established a formidable reputation in the water resources industry. Since inception, we have been **awarded 218 projects by 74 local and state clients** and have earned trusted positions on **42 municipal on-call or as-needed contracts**. We've supported some of the smallest municipalities in Southern California as well as the largest (including the Counties of Ventura, Los Angeles, San Diego, and San Mateo, and the Cities of Los Angeles, San Diego, and New York).

Our headquarters in San Diego would be the primary office supporting this project, with support from our Pasadena, Great Lakes, and Mid-Atlantic offices. Craftwater currently employs twenty associates and is rapidly growing by attracting the best talent and boasting employee retention that exceeds industry averages. Our strength, stability, and resources are bolstered by our trusted teaming partners: **together with Rincon, GHD, and Villa Civil, our team has collectively been in business for over 100 years and offer 900 California-based staff to support the City.**

1.3 CAPABILITIES & DIFFERENTIATORS

Craftwater Engineering was formed with one primary thought in mind: help our clients fundamentally transform watersheds through science-based planning/analysis, ambitious regulatory change, and bold (yet pragmatic) engineering design. Systemic water quality improvement in urban watersheds has been an elusive environmental objective of the Clean Water Act for decades. Barriers to progress have historically included a lack of dedicated funding, inapt interpretations of regulations, unimaginative planning, and uninspired stakeholder engagement. In many ways, the system is broken. Our team experienced these frustrations and was inspired to build a company that is agile enough bring continuous innovation to the market but influential enough to help shape key industry trends.

We strongly believe that the following elements differentiate our team as the best choice to support the scope of the RFP:

Fresh, Clear-Eyed Perspective

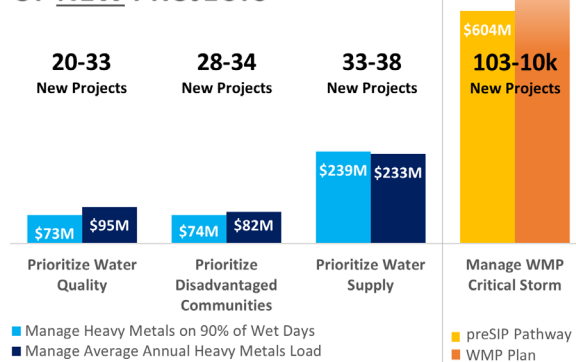


Craftwater is not afraid to question the standards, and this curiosity is a hallmark of our water quality planning. Although Total Maximum Daily Loads (TMDLs) set concrete discharge limits, we have found that there are often numerous ways to interpret the rules and translate them from paper to practice. It is also important to **acknowledge that some TMDLs cannot be met 100% of the time** due to external sources outside of agency control, extreme weather events, and other

environmental anomalies. This is why all of our planning efforts start with a fresh look at the existing conditions and objectives to gain new perspectives on the problem; through this process, we often redefine “compliance” as a *spectrum* of objectives, each with **varying risk to the agency and environment, but all within the bounds of the regulations.**

For example, we recently completed a study to develop an alternative stormwater compliance plan for the Upper Los Angeles River Watershed. The previous plan had prescribed \$6.4B of new infrastructure to achieve a singular definition of compliance. To gain a more accurate understanding of the problem, Craftwater collected new data and painstakingly recalibrated the watershed model to demonstrate that water quality was not as bad as previously interpreted. We then developed three alternative pathways to achieve water quality targets with different risk levels – all of which were **\$5B (85%) cheaper** than the previous recommendations.

PLANNING-LEVEL COST OF NEW PROJECTS*



Craftwater re-envisioned the Upper LA River group's understanding of water quality to deliver a spectrum of compliance multi-benefit solutions that reduced the number of recommended projects by thousands, and implementation costs by billions

Guiding regulators and other interested parties transparently through this process is a key step to gain buy-in and trust, and we are not afraid to open our books and show our work to scrutinizing eyes. For example, when Craftwater revised the Rio Hondo/San Gabriel River Water Quality Group's Watershed Management Program, we directly engaged with the Los Angeles Regional Water Quality Control Board Staff to articulate our methods and the fallacies of previous planning approaches. We also facilitated workshops with skeptical and litigious non-government organizations (NGOs), where **we distilled the complex science into to guide clear, logical conversations. The re-envisioned plan was estimated to cost 90% less** to implement than the previous plan, and included more actionable, technology-based recommendations. Our approach was also lauded by the Regional Board as “reasonable” and the “perfect definition of adaptive management.”

Really, thank you for engaging us. This has been a tremendous effort on the Permittees' part.

-Natural Resources Defense Council

We look forward to working with the group collaboratively as they move forward with a revised program that will ensure the health of the Rio Hondo and San Gabriel Rivers

-LA Waterkeeper

Creative Yet Pragmatic Planners



Most planning efforts are conducted linearly: define the problem, evaluate alternatives, pick the best strategy, calculate how much of that strategy is needed to meet the objective. Under that old paradigm, unguided computer models often drive agencies towards solutions that are unaffordable (or that may not even be physically possible).

Craftwater understands that successful water quality planning must start with *both* a fresh interpretation of water quality objectives *and* also a practical understanding of engineering and operational realities. In parallel with defining objectives, we define the maximum extent of physical opportunities within the watershed to understand the limits of implementation and how potential programs and projects would interact when implemented together. This approach **ensures that sound engineering judgment and local institutional knowledge drive pragmatic plan recommendations...** in essence, leveraging real intelligence instead of artificial intelligence.

Most recently and locally, Craftwater proved this approach when supporting the City and other agencies of the Ventura Countywide Stormwater Quality Management Program with development of Watershed Management Programs. Instead of following the recipe of other Los Angeles Region programs, our approach was to first engage the agencies to understand what existing non-structural programs could be enhanced to achieve cost-effective pollutant reductions. In parallel, our engineers screened the watershed to build-out an understanding of potential capital projects to ground the compliance analysis with physical reality. This pragmatism resulted in a far more achievable plan that **leverages existing activities first and suggests specific, feasible projects if needed. Specifically, the Program did not prescribe a single capital project to the City.**

Building sound plans on the foundation of pragmatic knowledge still requires reliable analytics and computer models to simulate the costs and benefits of alternatives. This is why our team includes some of the most trusted watershed and surface water modelers in the nation; **our partners at GHD have proven receiving water modeling expertise from coast-to-coast.** While we have the capabilities, we never propose complex modeling for the sake of conducting an academic exercise—our philosophy is to right-size the analytics to the purpose and goal of each study.



Craftwater's pragmatic approach led the City to a more affordable and implementation-oriented Watershed Management Program

Holistic Local Understanding



While proposing to bring a fresh, creative, and pragmatic perspective to the Channel Island Harbor water quality data and objectives, the Craftwater Team is certainly not starting from scratch. As mentioned above, we recently led the development of the Countywide Watershed Management Programs to guide the City's urban stormwater strategy. Through this process, we gathered comprehensive monitoring data from the City and other partner agencies (including historical Channel Islands Harbor monitoring data), calibrated a watershed model to represent pollutant sources and transport to receiving waters, and characterized the impact of the City's current stormwater control measures (both structural and non-structural). ***These data and tools can be readily leveraged to support a feasibility study for Harbor water quality improvement. Our partners at Rincon also boast impressive local environmental and biological knowledge as on-call consultants to the City and through TMDL monitoring and reporting throughout Ventura County.*** We will build from this base of knowledge to support the City.

Award-Winning Designers of Grant-Competitive Projects



Evaluating the feasibility of alternative technologies requires a firm grasp of engineering design principles. Craftwater's team of respected engineers have designed more multi-benefit stormwater capture infrastructure than any other firm in California – including ***over 100 projects in Southern California alone.*** Our capacity to deliver feasible, cost-effective projects is continuously strengthened by our full-spectrum proficiency navigating the regulatory landscape and high-end analytical tools and models.

Craftwater has a proven track record of delivering high-certainty designs, but is also ***known for pushing the bleeding edge of stormwater innovation.*** Our engineers have pioneered several novel accomplishments in recent years, including design of the region's first cloud-based, intelligently predictive stormwater capture facility; first stormwater harvesting unit for onsite spray irrigation, first City-operated, real-time controlled diversion dam in the LA County Flood Control District system, and the largest stormwater diversion into the LA County Sanitation District sewer system for reclamation.

We also know that feasibility must consider affordability. We know how to plan and design solutions that are competitive for external funding because Craftwater and our partners at Villa Civil have ***successfully secured over \$400M of grants and low-interest loans for our municipal clients.***



The Craftwater team's designs are nationally acclaimed in leading industry/academic literature and locally recognized for our professionalism and high-quality work

1.4 RELEVANT PROJECT EXAMPLES

The Craftwater Team has accumulated a vast portfolio of successful projects relevant to this RFP. Below we highlight three projects with similar scope, and then summarize 45 relevant projects (note that these are just a subset of our collective experience).

Example Project: **Ventura Watershed Management Programs**

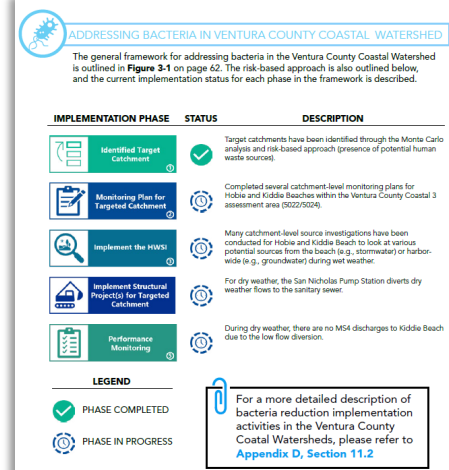
Client: Ventura Countywide Stormwater Quality Management Program

Reference: Arne Anselm, County of Ventura, 336 Sanjon Rd, Ventura, CA 93001, (805) 654-3942, arne.anselm@ventura.org

Relevant Scope:

- ☒ **Water Quality Science & Problem Definition**
- ☒ **Water Quality Planning & Mitigation**
- ☒ **Environmental Modeling & Analysis**
- ☒ **Engagement & Outreach**
- ☒ **Cost Estimation & Funding Strategy**

Craftwater led the development of Watershed Management Programs (WMPs) for all Ventura County MS4 Permittees, covering five watersheds. At the foundation of the WMPs development is the Reasonable Assurance Analysis (RAA), which uses quantitative analysis and modeling to identify pollutant load reductions necessary for MS4s to meet established water quality objectives, and evaluates the ability of various potential control measures to obtain those targets. Craftwater focused on an RAA that was right-sized to the local conditions, and delineated actionable and affordable control measures. This included the development and calibration of a new watershed model (LSPC) for the five watersheds in Ventura County and modeling non-structural and structural control measures to evaluate expected reduction benefits. The tailored RAA approach developed is focused around four core elements to base the analysis on (1) latest and local watershed science, (2) assigning watershed and MS4-specific required pollutant reductions, (3) leveraging and optimizing minimum control measures, and (4) providing feasible project-led pathways to compliance. In addition, Craftwater is integrating dynamic tracking, allowing for flexibility and transparency as Permittees proceed with implementation of the Program.



GUIDING PRINCIPLES

Use the latest...

WATERSHED SCIENCE & MODELING



to meet...

MS4 REQUIRED REDUCTIONS



by leveraging...

EXISTING MINIMUM CONTROL MEASURES



and identifying...

PROJECT-LED PATHWAYS TO COMPLIANCE



Example Project: **Bacteria Load Reduction Strategy Adaptation**

Client: San Gabriel Valley COG/Upper LA River Watershed Management Group

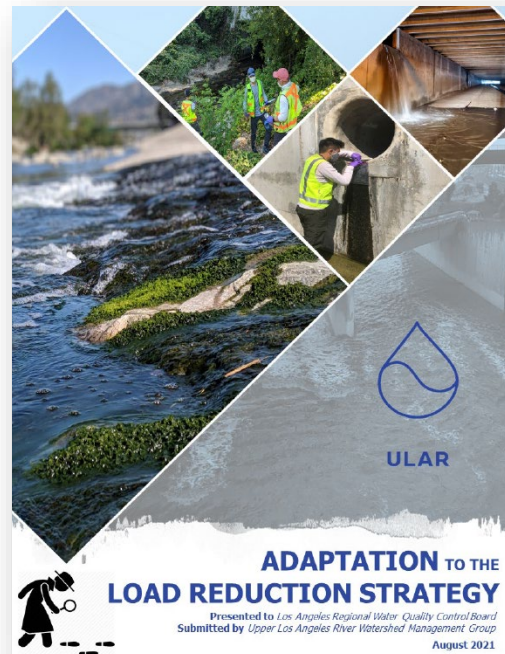
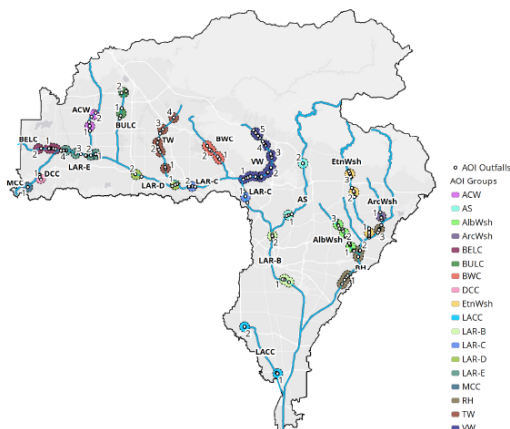
Reference: Dawn Petschauer, ULAR WMG Lead, 100 Garfield Ave n306, Pasadena, CA 91101, (213) 485-3961, d.petschauer@cityofpasadena.net

Relevant Scope:

- ☑ Water Quality Science & Problem Definition
- ☑ Water Quality Planning & Mitigation
- ☑ Environmental Modeling & Analysis
- ☑ Engagement & Outreach
- ☑ Cost Estimation & Funding Strategy

Craftwater led development and submittal of the accepted SCWP scientific study for the *Load Reduction Strategy (LRS) Adaptation to Address the LA River Bacteria TMDL for the Upper Los Angeles River Watershed Management Group*. Craftwater produced a clear, technical application and presentation of the full study that was *widely supported by the RH and ULAR WASCs, and secured approximately \$1.2M to the ULAR WMG*.

The LRS adaptation update is timely as bacteria impairments remain one of the most challenging water quality issues to address in Southern California, resulting in beach closures along the coast and unsafe conditions for recreators in our waterbodies. Given recent advancements in the development of human markers and other diagnostic tools to conduct source identification monitoring, Craftwater led the adaptation of the ULAR WMGs LRS to expand on previous efforts with on-the-ground understanding of potential bacteria sources and the relation to public health risk. This adapted approach leverages an innovative risk-based prioritization approach, advancements in source investigation tools, and the need to move expeditiously through adversity in implementation efforts to maximize limited resources, reduce public health risks, and give greater surety at achieving compliance and long-term water quality goals. Our team developed an innovative, data-driven method to identify efficient and effective implementation actions watershed-wide. After the first year of this three-year study, the LRS Adaptation Plan was submitted to the Regional Board, who have commended the approach in ongoing meetings and are currently formally reviewing. The Group is moving forward with targeted source tracking and implementation efforts in areas of investigation (AOIs) identified.



Example Project: **Sea Level Rise (SLR) Vulnerability Assessment and Comprehensive Local Coastal Program Update**

Client: City of Oxnard

Reference: Isidro Figueroa, Principal Planner, 214 South C Street, Oxnard, California 93030, 760-328-2266, isidro.figueroa@oxnard.org

Relevant Scope:

- ☒ Water Quality Science & Problem Definition
- ☒ Water Quality Planning & Mitigation
- ☒ Environmental Modeling & Analysis
- ☒ Engagement & Outreach
- ☒ Cost Estimation & Funding Strategy



Rincon prepared a Local Coastal Plan (LCP) Comprehensive Update for the City of Oxnard, including a Land Use Plan (LUP), which set forth the policies for development of the coastal zone, coastal access and recreation, and protection of sensitive coastal resources, and an Implementation Plan (IP), which establishes standards and procedures to implement the LUP policies. This project brings the LCP into conformance with CCC policy directives, and addresses climate change and SLR adaptation strategies.

Rincon also prepared a vulnerability and adaptation assessment for the City of Oxnard to inform new policies and implementation measures related to SLR, among other factors. Additional studies and programs incorporated into the project included restoration and habitat management plans for land in and around the Santa Clara River and Ormond Beach wetlands, the certified Public Works Plan for the portion of the Channel Islands Harbor owned and managed by the Ventura County Harbor Department, and other applicable planning documents. Rincon supported outreach for the LCP Update through participating in stakeholder meetings and collaborating with governmental agencies, technical advisories, non-governmental organizations, and members of the public in and around Oxnard. Coordination with the CCC has been consistent to ensure consistency with Coastal Act requirements as well as SLR and adaptation strategies.

The table below lists 45 relevant projects led by our team with scope similar to the RFP.

Project	Client	Water Quality Science & Problem Definition	Water Quality Planning, & Mitigation	Environmental Modeling & Analysis	Outreach & Engagement	Cost Estimation & Funding Strategy
Ventura County Examples						
5 Countywide Watershed Management Programs	12 Ventura County Permittees	▲	▲	▲	▲	▲
Ventura Regional Stormwater Projects	Ventura County Public Works Agency		▲	▲	▲	
Sea Level Rise Vulnerability Assessment & Comprehensive Local Program Update	City of Oxnard	▲	▲	▲	▲	▲
On-Call Permit Processing	City of Oxnard				▲	
Ventura River, Tributaries, and Estuary Algae, Eutrophic Conditions, and Nutrients TMDL Monitoring and Reporting	County of Ventura Public Works	▲	▲		▲	
Upper Ventura River Groundwater Sustainability Plan Development and Groundwater Dependent Ecosystems Special Studies	Upper Ventura River Groundwater Agency	▲	▲	▲	▲	▲
Santa Clara R. & Malibu Creek Bacteria TMDL Monitoring & Reporting	County of Ventura Watershed Protection	▲	▲		▲	
Santa Paula Creek Pollutant Source Identification Study	CalTrout	▲	▲		▲	
Santa Clara R. Estuary NPDES Fish, Water Quality & Biol. Monitoring	City of Ventura	▲	▲			
Mugu Lagoon Hydrologic and Hydraulic Monitoring	Naval Base Ventura County Point Mugu	▲	▲	▲		
Ocean Current Profiling for Ventura WaterPure Outfall Dilution	City of Ventura	▲	▲			
Ventura Harbor Maintenance Dredging	Ventura Port District/City of Ventura	▲				
Other Relevant Examples						
6 Watershed Management Programs	34 LA County MS4 Permittees	▲	▲	▲	▲	▲
EPA Financial Capability Assessment	City of Monrovia	▲	▲	▲	▲	▲
Upper LA River PreSIP Scientific Study	Upper LA River Watershed Mgmt Group	▲	▲	▲	▲	▲
Bacteria Load Reduction Strategy Scientific Study	Upper LA River Watershed Mgmt Group	▲	▲	▲	▲	▲
Trinidad Stormwater Green Infrastructure Project	City of Trinidad	▲	▲	▲	▲	▲
Oxygen Monitoring and Modeling for the Savannah Harbor Expansion	USACE Savannah District, Savannah, GA	▲	▲	▲	▲	
Nonstructural Minimum Control Measure Scientific Study	San Gabriel Valley Council of Governments	▲	▲	▲	▲	
Revised WMP (reWMP) Compliance Certainty Analysis	Rio Hondo/San Gabriel R. Water Quality Group	▲	▲	▲	▲	
Lower LA River & Lower San Gabriel River Pathfinding Scientific Study	Gateway Water Mgmt Authority	▲	▲	▲	▲	

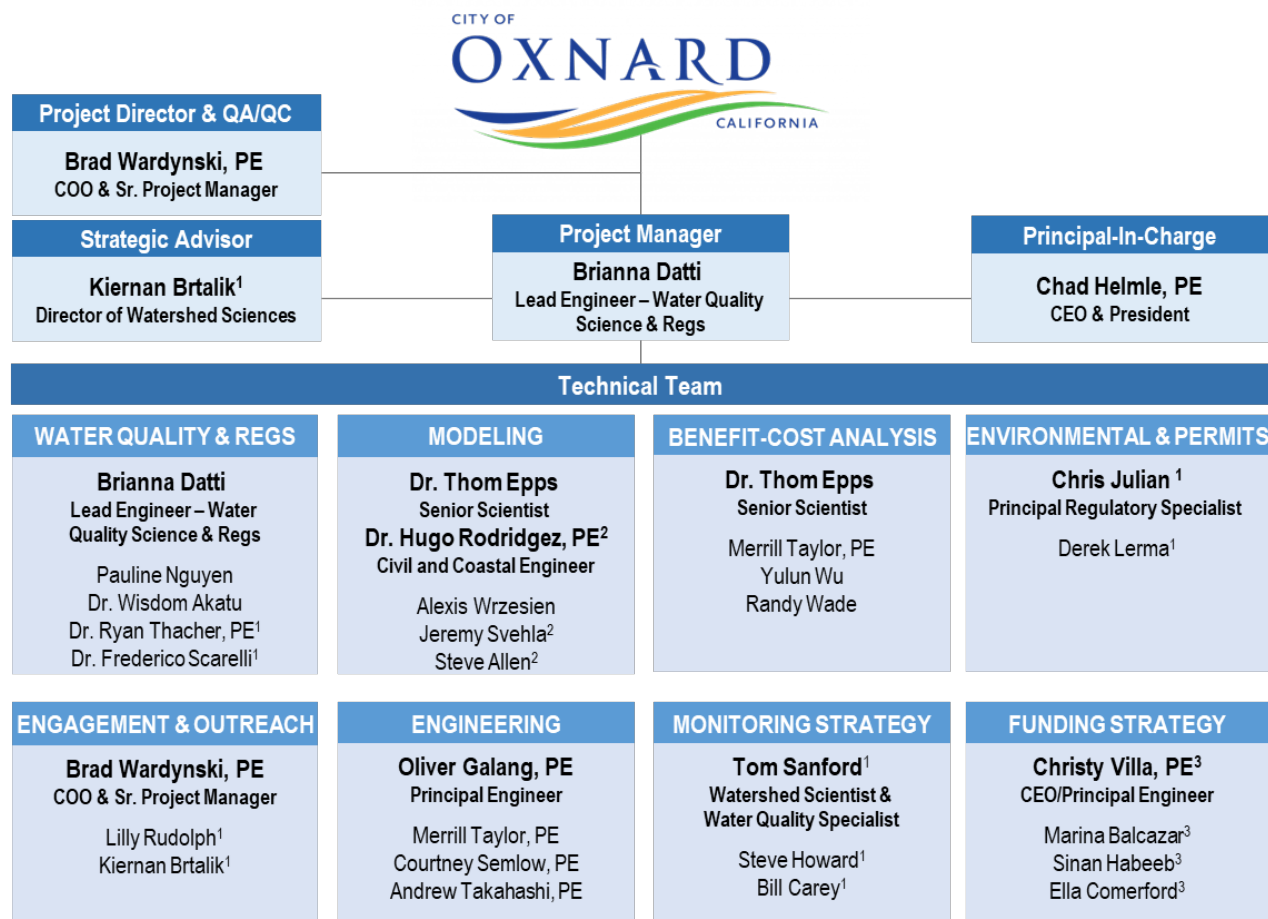
Project	Client	Water Quality Science & Problem Definition	Water Quality Planning, & Mitigation	Environmental Modeling & Analysis	Outreach & Engagement	Cost Estimation & Funding Strategy
Coastal Modeling, Planning, Permitting & Design Services for Miami-Dade County Shorelines	Miami-Dade County, FL	●	●	●		●
Countywide Regional Stormwater Capture Project Planning	San Mateo City/County Assoc. of Governments	●	●	●	●	
Eel River Estuary Restoration Program	County of Humboldt, CA, USA	●	●		●	●
Comprehensive Large-scale Wetland Restoration, Crescent City, CA	Border Coast Regional Airport Authority	●	●		●	●
Stormwater Master Plan	City of Pasadena	●	●	●		●
TMDL Compliance and RAA	Caltrans	●	●	●		
Expert TMDL & Regulatory Support	City of Los Angeles	●	●			
Green Street Project Feasibility Study	County of Los Angeles	●				
Safe, Clean Water Program Metrics & Monitoring Study	LA County Flood Control District	●				
Safe, Clean Water Credit Trading Program (Phase 1&2)	LA County Flood Control District	●				●
Multi-Stakeholder Study to Balance Safe, Clean Water Benefits	Accelerate Resilience L.A.	●				
Clean California Local Grant Program	City of El Monte					●
Citywide Urban Runoff Mgmt Plan	City of Huntington Beach	●	●			
Stormwater Funding Strategy, Communications, and Credit Program	City of San Diego		●		●	●
Bacteria TMDL Support	City of San Diego	●	●	●		
Grant Writing Support	Gateway Water Mgmt Authority					●
Tijuana River Litigation Expert Witness	Multiple Plaintiffs	●				
Water Quality Modeling Support	New York City Dept. of Environmental Protection	●	●	●		
MS4 Permit Negotiation Support	San Gabriel Valley Council of Governments	●			●	
Goleta Slough Mouth Management Project	City of Santa Barbara	●	●			●
Santa Barbara Desalination Reactivation Project	IDE Americas			●	●	
Malibu Civic Center Water Quality Monitoring	City of Malibu	●	●			
As-Needed Grant Writing and Grant Administration Support	City of Huntington Beach					●
As-Needed Grant Writing and Grant Administration Support	Long Beach Water Department					●

2. STAFF EXPERIENCE

To augment our team with a deep bench of familiar resources, we deliberately forged strong, sincere partnerships with well-respected experts—most of whom are currently serving the City—and integrated them directly into our organization chart below. This collaborative, seamless approach has been tested and proven to breed *innovative work products*, consistently *high-quality and personalized service*, and *readiness to mobilize* from day one.

2.1 ORGANIZATIONAL CHART

Below we provide an organizational chart identifying technical leads and key support staff. Resumes for all key staff are provided in Appendix A.



1 – Rincon; 2 – GHD; 3 – Villa Civil

2.2 KEY STAFF BIOGRAPHICAL SKETCHES

Below we highlight key task leads and their unique experience and qualifications – please also see Appendix A for full resumes.

Brianna Datti, MS – Lead Engineer – Water Quality Science and Regulations



Brianna Datti is Craftwater's lead engineer of regulatory and water quality science. *Ms. Datti was specifically selected to manage this project and lead the water quality-related tasks because of her local knowledge and expertise having recently led the development of the Ventura Countywide Watershed Management Programs.* She is also leading two of the first and largest scientific studies supported through LA County's Safe Clean Water Program, supported recent revisions to seven of the Los Angeles County Watershed Management Programs, submitted four adaptive management and permit-required reporting, and managed strategic planning as well as the stormwater funding strategy and communications in San Diego. Throughout this experience, Brianna has utilized watershed and water quality modeling and analyses as critical tools and an in-depth understanding of strategies to reach compliance with TMDLs, MS4 permit requirements, and other regulatory conditions. Before joining Craftwater, Brianna served as technical lead on watershed modeling projects related to the development and adaptation of TMDLs, multiple watershed master plans, compliance analyses and source studies, and associated strategic monitoring work plans. Ms. Datti is available during the proposed schedule to fulfill her proposed role.

Availability	70%	Proposed Role	Project Manager and Water Quality Lead
Years Experience	7	Education	M.S., Civil & Environ. Engineering, Cornell University, 2017 B.S., Environmental Engineering, University of Connecticut, 2015
Credentials	Member, CASQA (Legislation and Policy/Permitting Subcommittees)		

Relevant Experience

- **Ventura Countywide Watershed Management Programs**, *Ventura Countywide Water Quality Management Program*. Deputy Project Manager
- **Annual Reporting and Adaptive Management**, *Upper LA River & Dominguez Channel Watershed Mgmt Groups*. Project Manager
- **Water Quality Modeling Support**, *New York City Department of Environmental Protection*. Project Manager
- **Watershed Implementation/Restoration Plan and Compliance Credit Tracker for Rainbow Creek**, *County of San Diego*. Project Manager.
- **Famosa Slough Watershed Master Plan**, *City of San Diego*. Deputy Project Manager.
- **6 Enhanced Watershed Management Program (EWMP) Updates**, *Various Permittees*. Project Manager
- **Proposed and Tentative MS4 Permit and State Water Board Order Review**, *San Gabriel Valley Council of Governments and ULAR Watershed Management Group*. Project Manager
- **Upper LA River Load Reduction Strategy Adaptation, Safe, Clean Water Program Scientific Study**, *San Gabriel Valley Council of Governments and ULAR Watershed Management Group*. Project Manager

Chad Helmle, PE – President and CEO

As President of Craftwater, Mr. Helmle offers national experience with a focus on the Southern California water resources service area. *He was chosen to act as principle-in-charge because he has overseen hundreds of large and small water resources projects and has served as program manager or principal-in-charge of several of the largest municipal on-call stormwater-focused contracts in the country.* His experience encompasses more than 24 years of relevant experience evaluating and addressing a broad spectrum of water issues, ranging from strategic planning to design and implementation. Examples of his project leadership include hundreds of square miles of watershed master planning efforts, over 100 regional-scale green infrastructure retrofit design or pre-design projects, and ground-breaking watershed and BMP modeling analyses. He is especially passionate about finding innovative solutions to the challenging prospect of retrofitting existing urban landscapes and infrastructure to meet the compliance, water resiliency, and runoff management needs of municipal agencies. Mr. Helmle is available during the proposed schedule to fulfill their proposed role.

Availability	30%	Proposed Role	Principle-in-Charge
Years Experience	24	Education	M.S., Civil Engr, Environ. Fluid Mech./Hydrology, Cornell Univ., 2005 B.S., Engr and Environmental Science, Cornell University, 1997
Credentials	Civil Engineer, CA, 2006		

Relevant Experience

- **Ventura Countywide WMPs.** *Ventura Countywide Stormwater Quality Management Program.* Responsible Principal.
- **As-Needed Watershed Engineering, Los Angeles County Department of Public Works.** *Los Angeles County Department of Public Works.* Principal-in-Charge.
- **As-Needed Stormwater Engineering and Consulting Services.** *City of San Diego.* Program Manager.
- **9 Original Watershed Management Program (WMPs), 6 WMP Updates.** *Various Permittees.* Responsible Principal.

Brad Wardynski – Sr. Project Manager and COO

As Chief Operations Officer and Senior Project Manager at Craftwater, Brad Wardynski provides over a decade of experience in the fields of urban hydrology and water quality planning. *Mr. Wardynski was selected to lead strategic oversight and quality assurance/control because, since joining Craftwater, he has led or supported over 25 multi-benefit stormwater master plans, covering over 2.5M acres of watershed area and over 130 agencies.* Mr Wardynski has worked with influential industry experts on a variety of projects spanning the full scope of stormwater program management, including regulatory support and reporting, watershed planning, modeling, feasibility and design, monitoring, outreach, and technical guidance. He is currently working with over

50 agencies in Southern California to build achievable, implementation-oriented compliance pathways, including for the Upper LA River Watershed Management Group (the largest in Southern California). Mr. Wardynski is available during the proposed schedule to fulfill their proposed role.

Availability	50%	Proposed Role	Strategic Advisor and QA/QC
Years Experience	12	Education	M.S., Bio. & Ag. Engineering, NC State University, 2012 B.S., Biosystems Engineering, Michigan State University, 2010
Credentials	Professional Registered Civil Engineer, CA, 2015		

Relevant Experience

- **Countywide Regional Stormwater Project Screening and Concepts.** *Ventura Countywide Stormwater Quality Management Program.* Project Manager.
- **Ventura Countywide WMPs.** *Ventura Countywide Stormwater Quality Management Program.* Project Manager.
- **Stormwater Master Plans.** *Cities of Alhambra and Pasadena.* Senior Project Manager.
- **Safe, Clean Water Program Credit Trading Program and Metrics/Monitoring Study.** *Los Angeles County Department of Public Works and Flood Control District.* Project manager.
- **Advancing Regional Stormwater Capture in San Mateo County.** *C/CAG and County of San Mateo.* Sr. Project Manager.
- **Adaptive Watershed Management Screening, preSIP Scientific Study, and WMP Revisions.** *Upper Los Angeles River Watershed Management Groups.* Project Manager

Oliver Galang, PE – Principal Engineer



Oliver Galang's experience encompasses over 28 years of planning, design, construction and program management of multi-million-dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout Los Angeles County. Highlights of Oliver's career also include service as the Head of the Los Angeles River Watershed Section of the Los Angeles County Department of Public Works' Watershed Management Division. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than \$60 million, along the Los Angeles River. He served as the Head of the Data Management Section of the Watershed Management Division, and was responsible for an annual budget of more than \$10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities. ***Mr. Galang was specifically selected for this role because of his extensive experience with water resources management and design.*** Mr. Galang is available during the proposed schedule to fulfill their proposed role.

Availability	30%	Proposed Role	Design Lead
Years Experience	28	Education	BS, Civil Engineering, California State University, Fullerton, 1993; Engineering Management Graduate Studies, California State Polytechnic University, Pomona, 2005
Credentials	Civil Engineer, CA, 1997		

Relevant and Past Experience

- **Echo Park Lake Rehabilitation Project,** *City of Los Angeles, Bureau of Engineering,* Project Manager.
- **Lake Hodges Reservoir Water Quality Assessment Study,** *City of San Diego,* Project Manager.
- **Arroyo Seco – San Rafael Wetlands and Restoration Stormwater Capture Project,** *City of Pasadena.* Principal Engineer.
- **Bellflower Water Capture Project at Caruthers Park, Phase I and II,** *City of Bellflower.* Project Manager.
- **Carson Water Capture at Carriage Crest Park,** *Sanitation Districts of Los Angeles County and City of Carson, CA.* Project Manager. **Lakewood Stormwater Capture Project at Bolivar Park,** *Lakewood, CA.* Project Manager.

Thom Epps, PhD – Senior Scientist

Dr. Thom Epps is a water resources engineer who specializes in innovative stormwater modeling, high-resolution geospatial assessment, and green infrastructure prioritization in urban settings. **He was specifically chosen to lead cost-benefit analysis and modeling because of his recent success analyzing thousands of alternative water quality solutions throughout the Counties of Ventura, Los Angeles, and San Diego.** His work employs state-of-the-science approaches, coupling proven hydrologic models with high-resolution geospatial assessment to improve model results and provide greater

assessment potential to explore a full suite of options to meet client needs. He is skilled in LSPC, SUSTAIN, SWMM and other hydrologic models and he uses coding in Python and R to create custom analytical tools and enhance hydrologic information from available municipal datasets. Dr. Epps is available during the proposed schedule to fulfill his proposed role.

Availability	60%	Proposed Role	Cost-Benefit Lead, Modeling Co-Lead
Years Experience	7	Education	Ph.D., Civil & Enviro. Engr. (Water Resources), 2018 M.S., Biosystems Engr, 2012 B.S., Ind. & Systems Engineering, 2004
Credentials	Member, ASCE EWRI Urban Water Resources Research Council		

Relevant and Past Experience

- **preSIP Scientific Study**, *San Gabriel Valley Council of Governments*, Technical Framework & Modeling Lead.
- **Watsonville Green Infrastructure Master Plan**, *City of Watsonville*. Modeling & Assessment Lead.
- **Stormwater Master Plans**, *Cities of Alhambra and Pasadena*, Technical Modeling & Planning Lead.
- **Ventura County Regional Stormwater Treatment Project Identification**, *Ventura County Watershed Protection District*, Technical Modeling Lead.
- **Strategic Project Pilot Study for Compton Creek Watershed**, *Los Angeles County Department of Public Works*, Technical Vision & Modeling Lead.
- **Green Street Implementation Plan**, *Dominguez Channel Watershed Management Area*. Technical Vision & Modeling Lead.

Kiernan Btralik, CPSWQ, QSD/P - Director, Watershed Sciences

With over 13 years' experience, Kiernan oversees the implementation of various monitoring and assessment studies, permitting and compliance projects, and consultation for an array of watershed-scale programs. This includes the implementation of surface and groundwater monitoring programs driven by the Sustainable Groundwater Management Act (SGMA) and basin-specific Groundwater Sustainability Plans (GSPs), TMDLs, 303(d) listing status evaluations, and Best Management Practice (BMP) water treatment efficacy studies. Kiernan also supports numerous water quality NPDES permit compliance programs including Waste

Discharge and Water Recycling Requirements for discharges for wastewater treatment facilities and dewatering activities, Municipal Separate Storm Sewer System discharges (Phase I, Phase II, and Caltrans MS4 permits), and stormwater discharge from construction sites and industrial facilities (Statewide IGP and CGP). He has participated in regional studies such as the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program and Southern California Bight Regional Monitoring Program. Furthermore, he supports clients in developing environmental planning documents to meet CEQA and other regulatory agency requirements. **Mr. Btralik was specifically chosen to act as strategic advisor and to support engagement and outreach because of his comprehensive expertise and local experience.** He is available during the proposed schedule to fulfill their proposed role.

Availability	35%	Proposed Role	Strategic Advisor & Engagement/Outreach Support
Years Experience	13	Education	MESM, Water Resources and Conservation Planning, University of CA, Santa Barbara. Bren School of Environmental Science & Mgmt, 2012 BA, Philosophy & Business Management, Stony Brook Univ, 2007
Credentials	Qualified SWPPP Practitioner/Developer (QSP/D) #26402 Certified Professional of Storm Water Quality (CPSWQ) #1110 OSHA 40 Hour HAZWOPER #91237		

Relevant Experience

- **Ventura River Algae TMDL Compliance Monitoring and Reporting.** Ventura County Public Works Agency
- **Pollutant Source Identification Study for the Harvey Diversion Fish Passage Remediation Project.** California Trout, Inc.
- **Los Peñasquitos Lagoon Sediment TMDL Compliance Monitoring and Special Study.** City of San Diego

Christopher Julian - Principal Regulatory Specialist



Chris has 20 years of experience as an environmental consultant, including 12 years as an interdisciplinary project manager. *He was specifically chosen to lead environmental feasibility and permit-related tasks because of his technical emphasis on environmental analyses under NEPA and CEQA*, all aspects of California and federal stream and wetlands permitting (including agency coordination and negotiations, jurisdictional determination, wetlands functional assessment, and 404(b)(1) analysis), and endangered species permitting. He effectively assists clients in developing strategic

regulatory compliance solutions, and has managed and prepared highly complex CEQA, NEPA, and ESA documents. Chris also has an extensive stream ecology background, encompassing lake and stream bioassessments, surveys for aquatic wildlife species, and mapping of aquatic habitats. He is a trained wetlands delineator and a Fully Trained California Rapid Assessment Method (CRAM) practitioner and has provided training on environmental permitting to various organizations throughout California. Mr. Julian is available during the proposed schedule to fulfill their proposed role.

Availability	20%	Proposed Role	Environmental and Permits Lead
Years Experience	20	Education	BS, Aquatic Biology, University of California, Santa Barbara, 2001
Credentials	California Rapid Assessment Method Trained: Riverine and Estuarine Wetlands California Rapid Assessment Method (CRAM) Fully Trained Practitioner, 2012 Elkhorn Slough Foundation Blunt-Nosed Leopard Lizard Workshop, 2009 Elkhorn Slough Foundation California Red-Legged Frog Survey Training, 2013 Los Angeles County SEATAC Biologist		

Relevant Experience

- **Ventura River Algae Inventory Study.** Ojai Valley Sanitary District
- **Goleta Slough Mouth Management Biological Assessment.** City of Santa Barbara
- **Flood Control Maintenance Program Environmental Impact Report.** Ventura County Watershed Protection District

Thomas Sanford, QSD/P, QISP, CPESC - Watershed Scientist and Water Quality Specialist



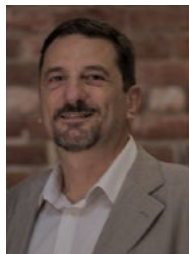
Thomas is a highly experienced Watershed Scientist who has a wide-ranging expertise in surface water and groundwater resource management. He is skilled in the collection, analysis, and interpretation of water quality data and is well versed in the design and implementation of monitoring programs that assess long-term trends, effectiveness of best management practices (BMPs), and pollutant source impacts to groundwater, surface water, and aquatic resources. In addition to his technical expertise, Thomas has a thorough understanding of various water quality permitting programs including Waste Discharge Requirements, Municipal Separate Storm Sewer System (MS4) permits (Phase I and Phase II), and construction and industrial general permits (CGP and IGP). ***Thomas was specifically chosen to lead monitoring strategy development because his technical expertise in surface water and groundwater resource management, combined with his knowledge of various water quality permitting programs, allows him to provide technical evaluation of water quality conditions, conceptualize impediments and solutions, and offer effective regulatory support.*** He can help clients navigate the complex regulatory landscape and ensure compliance with permit conditions, while also developing effective management strategies to protect and improve water quality. Mr. Sanford is available during the proposed schedule to fulfill their proposed role.

Availability	40%	Proposed Role	Monitoring Strategy Lead
Years Experience	10+	Education	MS, Forestry Sciences, California Polytechnic State University, San Luis Obispo, 2016 BS, Forestry and Natural Resource Management, California Polytechnic State University, San Luis Obispo, 2009
Professional Credentials	Qualified SWPPP Practitioner/ Developer (QSP/D) #27416 Qualified Industrial SWPPP Practitioner (QISP) #1192 Certified Professional in Erosion and Sediment Control (CPESC) #9476		

Relevant Experience

- **Coordinated Integrated Monitoring Program (CIMP) for the North Santa Monica Bay Coastal Watersheds.** City of Malibu.
- **Harbor Generating Station Stormwater Compliance Assessment.** Los Angeles Department of Water and Power.
- **Annual Benthic Macroinvertebrate Bioassessments.** Morro Bay National Estuary Program

Hugo Rodriguez, PhD, PE – Civil and Coastal Engineer



Dr. Rodriguez is a civil engineer with more than 30 years of experience specializing in environmental engineering and water resources engineering, including coastal engineering, hydraulics, hydrology, sedimentation, and water quality. ***Dr. Rodriguez was selected to co-lead the modeling tasks because he is specialized in the developing and/or using of numerical models to study wave transformation, hydrodynamics (circulation, storm surge, flooding), and the associated coastal processes such as sediment transport, morphological changes, and pollutant migration.*** He has strong experience in the use of leading modeling platforms including MIKE, Environmental Fluid Dynamics Code (EFDC), Water Quality Analysis Simulation Program (WASP), EPD-RIV1, VPLUMES, Cormix, Bouss2D, Delft3D, Flow3D, CE-QUAL-W2 and HEC-RAS. Mr. Rodriguez is available during the proposed schedule to fulfill their proposed role.

Availability	35%	Proposed Role	Modeling Co-Lead
Years Experience	20+	Education	Ph.D. Coastal and Civil Engineering, University of Florida, 2000

			M.S. Coastal & Oceanographic Engineering, University of Florida, 1997 Civil Engineer (Hydraulic & Sanitary Engr.), Univ. of Uruguay, 1986 Civil Engineer (Structural Engineering), University of Uruguay, 1984
Credentials	Professional Engineer (Civil) California, #C70917 Qualified SWPPP Developer (QSD), #C20104		

Relevant Experience

- **Delaware River Modeling.** *Delaware River Basin Commission.* Project Manager.
- **Mississippi River Vikings Cruisette Port Modeling.** *Viking Cruises.* Modeling Lead.
- **Savannah Harbor Expansion Modeling.** *USACE.* Lead Modeler
- **San Jacinto River Wast Pits.** *USEPA.* Lead Modeler.

Christy Villa, PE - CEO/Principal Engineer



Ms. Christy Villa, PE, brings over 21 years of experience in public works with an emphasis on active transportation planning and design, green street infrastructure, and writing, managing, and administering Federal, State, and Local grants for public agencies. ***Ms. Christy Villa was selected to be the Grant and Funding Lead due to her extensive experience with various grant programs and their requirements.*** Ms. Villa has developed multiple grant funding strategies for California agencies. Ms. Villa is available during the proposed schedule to fulfill their proposed role.

Availability	80%	Proposed Role	Grant and Funding Lead
Years Experience	21+	Education	B.S. Structural Engineering, University of California, San Diego, 2003
Professional Credentials	Professional Engineer (Civil) California, #C70917 Qualified SWPPP Developer (QSD), #C20104		

Relevant Experience

- **Santa Fe Drive Bike and Corridor Improvements.** *City of Encinitas.* Ms. Villa currently provides project management services for this \$1.2M project.
- **On-Call Grant Writing and Grant Administration.** *Long Beach Utilities.* Principal Engineer providing grant administration services for various Long Beach Utilities (LBU) programs funded through State and Federal grants.
- **El Portal Pedestrian & Bike Underpass.** *City of Encinitas.* Ms. Villa identified and secured funding for a \$5.4 million-dollar active transportation project by combining several project aspects to strengthen the grant application through the Caltrans Active Transportation Program.

2.3 WORK BREAKDOWN STRUCTURE

The work breakdown structure below demonstrates our team's understanding of the scope of work and required effort.

TASK	CRAFTWATER ENGINEERING INC								RINCON											GHD					VILLA CIVIL				Total Labor Hours				
	President	Principal Engineer	Sr. Project Manager	Project Manager	Senior Engineer	Associate Engineer	Junior Engineer	Contract Administrator	Principal	Director	Senior Supervisor II	Supervisor I	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	GIS/CADD Specialist II	Project Accountant	Billing Specialist	Production Specialist	Project Director	Modeling Lead	QA/QC	Senior Engineer	Engineer	Project Support		Principal Engineer	Senior Civil Engineer	Associate Engineer	Junior Engineer
Task 1 - Project Management	38		56	102	32	12	40	12		48	21			2		20			8	1									10	10	10		422
Task 2 - Data Gathering, Site Visits, & Preliminary Investigations	1		8	16	5	32	48			14	8			16		16	16	16			4												200
Task 3 - Problem Definition Statement, Goals, and Objectives	4		6	24	24	48	28			6	10			8		4					2												164
Task 4 - Identification of Mitigation Strategies	3	2	22	56	72	108	60																						4	10	10	30	377
Task 5 - Mitigation Strategies Analysis Report	3	8	15	66	40	48	52		12	2	6	6	6	34		40			6		2	3							8	10	10	5	382
Task 6 - Development of Implementation Plan	3	5	11	26	16	32	50		2	8	4	4	4	24	8	8			5		1	2	8	8	8	24	8		8	10	10	5	302
Optional Task 4b - Harbor Hydrodynamic & Eutrophication Modeling	1		2	16	12	32																	40	100	80	220	140	16					659
GRAND TOTAL	52	15	118	290	189	280	278	12	14	78	49	10	10	84	8	88	16	16	19	1	9	5	8	8	8	24	8		30	40	40	40	1847
GRAND TOTAL INCLUDING OPTIONAL TASKS	53	15	120	306	201	312	278	12	14	78	49	10	10	84	8	88	16	16	19	1	9	5	48	108	88	244	148	16	30	40	40	40	2506

3. SCOPE OF WORK UNDERSTANDING AND SCHEDULE

3.1 UNDERSTANDING

The Craftwater team understands the importance of consistency, accuracy, and trust when it comes to data-driven water quality implementation planning. As with all projects, our team's approach to this assignment will always be grounded in science and based on quantitative information. This science-based approach will be a key component for the City's success on this project and is a unique feature of the Craftwater team. With the deep expertise across Craftwater, GHD, Rincon, and Villa Civil, we will offer a fresh, clear-eyed assessment of the data and water quality regulations, consider various water quality and local resource planning efforts, and navigate through the various technical, regulatory, political, and funding obstacles.

We understand that defining the specific problem to be solved by this feasibility study and implementation plan will require collaboration with the City, the public, and multiple engaged stakeholders. The Craftwater multidisciplinary team has *a strong local presence in Ventura County, and has specific experience providing contract planning services to the City since 2014. This makes our staff uniquely positioned to support public meetings, facilitate outreach and engagement activities, collaborate with the City and stakeholders to complete site visits, gather necessary information and to conduct preliminary investigations.*

3.2 APPROACH

Below we describe our approach for each task in the RFP.

Task 1: Project Management

The technical complexity and high visibility of this work emphasizes the need for *clear and transparent communication, seamless coordination, and dependable quality assurance and quality control.* The Craftwater team will lead project management of this effort with those core principles, to ensure the following:

- Close coordination with the City and engage staff during key factors of the process as mitigation strategies are identified, evaluated, and prioritized.
- Stakeholder input is facilitated so everyone feels heard throughout the process.
- Provide confidence in prioritized strategies and pathway forward for implementation.

Craftwater recently led development of the Ventura Countywide Watershed Management Programs, working with all agencies in the Ventura Countywide Stormwater Quality Management Program, including the City, and led coordination with and engagement of Regional Board staff and other stakeholders or interested parties in the region.

Craftwater's engagement philosophy is uniquely *candid and proactive*--we seek out potential critics and together "open up the hood" of the analysis to inspect each detail. This sincere communication and transparency elicit buy-in and avoids surprises by encouraging key stakeholders to actively participate in project development.

**16 meetings with the VENTURA STORMWATER
MANAGEMENT COMMITTEE** ::::

**2 meetings with each WATERSHED
SPECIFIC GROUP = 10 TOTAL** ::::

3 meetings with each AGENCY = 36 TOTAL ::::

4 meetings with the REGIONAL BOARD ::::

and 4 PUBLIC OUTREACH events ::::

Craftwater knows the importance of tailoring engagement strategies across agency-specific, copermittees, regulators, and public stakeholders, such as conducted during development of the Ventura Countywide WMPs

Craftwater's willingness to build trusted relationships and facilitate forthright yet productive engagement is a key factor in the success of several recent plans that rearticulated compliance strategies into collaborative, watershed-scale, and cost-effective pathways; for example, when we revised the Watershed Management Program for the Rio Hondo/San Gabriel River Water Quality Group it was hailed by NRDC's independent reviewer as *"unprecedented in the region"* for its transparency and technical rigor, and praised by the Regional Board as *"a perfect definition of adaptive management"* and *"an example for other people to emulate."* Additionally, Craftwater recently *achieved consensus among an influential Working Group of municipalities and vocal environmental/social NGOs* with historically opposing viewpoints; by facilitating candid discussion and logical, scientific decision-making, we advanced the group towards agreeing on clear-headed recommendations to adapt contentious elements of LA County's Safe, Clean Water Program.

To assure the highest quality of our work products, our team identified a direct lead for quality assurance/control and will integrate QA/QC at each critical step of the following tasks, which always includes multiple reviewers. All deliverables will be provided on time, in a clear and digestible manner, with assurance in the findings.

Deliverables:

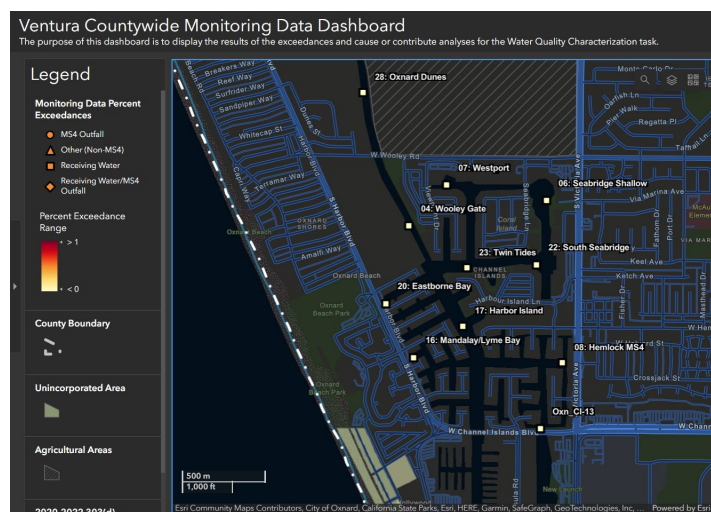
- Kickoff Meeting - including Materials, Attendance and Meeting Minutes
- Progress Meetings (12 at 2 hours each) - including Materials, Attendance and Meeting Minutes
- Public Meetings (4) - including Materials, Attendance and Meeting Minutes
- City Council and Board of Supervisors Meetings (1 each) - including Materials, Attendance and Meeting Minutes
- Project Schedule
- QA/QC of All Deliverables

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

To set the foundation for identification of feasible and beneficial mitigation strategies, the physical and chemical characteristics of the site must be well defined. Through Craftwater's work on the Ventura Countywide Watershed Management Programs and Rincon leading the Ventura Countywide stormwater monitoring program on behalf of Ventura County Watershed Protection District our team has a head start on this understanding and related data collection and review tasks. We are extremely familiar with Channel Island Harbor and under previous efforts conducted multiple data analyses and overviews characterizing the Harbor and its watershed.

With Rincon's partnership, our team offers water quality and biology specialists in coastal marine and estuarine watershed who have deep knowledge of the stormwater contributions to these waters. Beyond leading the Ventura Countywide stormwater monitoring programs, our scientists also implement special studies and long-term monitoring programs in the nearby harbors, lagoons, estuaries, and coastal rivers.

During development of the Watershed Management Programs, Craftwater built a **Monitoring Data Dashboard** to compile available data and help *visualize conditions and trends*, which included data in Channel Island Harbor and upstream watershed.



Craftwater's existing countywide Monitoring Data Dashboard will be leveraged for holistic look at Harbor conditions.

This Dashboard can be leveraged as a tool for the team and the City, where we will also integrate all additional information to support a comprehensive data review and communication of findings. Additional information may include both quantitative and qualitative, anecdotal information from stakeholders that will be reviewed for appropriate application. The team will facilitate compiling that information across progress and public meetings with stakeholders.

The Craftwater team will combine our historical knowledge with new information, and supplement with near-term site visits to ensure characterization is based on the most current conditions in the Harbor. These features of our team will allow an approach that can look at the water quality feasibility assessment and implementation plan from a systematic and holistic perspective.

Deliverables:

- Channel Island Harbor Data Dashboard
- Site Visit Notes

Task 3: Problem Definitions Statement, Goals, and Objectives

To properly evaluate mitigation strategies for the Harbor, the end goals must be clearly defined. The Basin Plan defines beneficial uses that are supported and protected in the Harbor, including preservation or enhancement of marine and terrestrial habitats, vegetation, fish, shellfish, or wildlife and of water and food sources for wildlife. The applicability of each beneficial use defines target water quality objectives across constituents of concern. However, there are often *site-specific considerations that influence the appropriate water quality objectives*. The Craftwater team will incorporate site-specific conditions of the Harbor using the findings from Task 2 to help define these water quality objectives. For example, where eutrophic conditions are an impairment concern, limits on nutrient concentrations are only one factor in reducing algal blooms. Factors such as temperature and sunlight exposure also influence algal growth and will be considered in setting appropriate site-specific water quality objectives.

Once end goals are defined and site-specific water quality objectives established, the Craftwater team will evaluate different metrics to define achievement of those end goals. Beyond numeric limits, the spatial (where) and temporal (when) aspects of the evaluation metrics must be defined. While many similar efforts often set the where and when solely based on current water quality conditions and required improvements to protect beneficial uses, *it is important*



to consider the performance of potential mitigation strategies at this early stage as well. Craftwater will apply an iterative approach with Task 4 to explore metrics that can clearly demonstrate achievement of end goals, while also evaluating how the impact of potential mitigation strategies can be measured.

Finally, the Craftwater team will use the defined performance metrics to characterize the gap between current conditions to the end goals protective of beneficial uses in the Harbor. This will include defining why existing conditions are not achieving beneficial use goals and associated water quality objectives, which will set the approach to identifying appropriate mitigation strategies.

Craftwater has successfully integrated site-specific analyses to adjust water quality objectives protective of set beneficial uses across compliance plans in Ventura, Los Angeles, and San Diego Counties. Combined with careful consideration of assessment areas (where) and critical conditions (when), this targeted approach has often resulted in a reduced burden on pollutant load reductions, while maintaining the ability to demonstrate attainment of end goals. This was most recently applied in the Ventura Countywide Watershed Management Programs, where pollutant water quality objectives were evaluated for each waterbody individually, assessment areas were established at a watershed scale representative of key waterbodies, and different critical conditions were evaluated in terms of pollutant load reduction targets and performance of potential implementation strategies to meet those targets. This resulted in a *streamlined implementation pathway, with limited reliance on structural control measures but confidence in achieving the water quality goals of the program*. This has also been demonstrated in other efforts in the Los Angeles region, including the Rio Hondo/San Gabriel River rWMP and Upper LA River PreSIP.

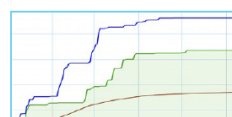
Deliverables:

- Tech Memo of Problem Definition Statement, Goals and Objectives
- Spreadsheet of Performance Metrics

Task 4: Identification of Mitigation Strategies

Based on characterization of existing conditions, the Craftwater team will compile a preliminary suite of potential mitigation strategies. Strategies will be characterized as in Harbor or upstream controls, which each require different identification and evaluation approaches. Over the last four years alone, Craftwater has supported development or implementation of **20 out of the 26 LA Region Watershed Management Programs** and led **25 multi-benefit stormwater master plans covering over 2.5M acres of watershed area**. From this experience, we know it is important to keep the end goals, as defined in Task 3, and screening/evaluation criteria of potential strategies closely linked. These exercises require a multidisciplinary approach integrating considerations of the regulations, water quality science, and engineering, which our planners, scientists, and engineers are uniquely qualified to offer.

Identification of strategies will build in consideration of previous plans that are progressing in the watershed. This includes **leveraging strategies identified in the Watershed Management Program, such as Low Impact Development, Enhanced Minimum Control Measures such as Street Sweeping, Source Investigations, and Structural Upstream Controls**. Given the historic focus on this area, previous mitigation strategies identified such as pumping options in the Harbor, targeted nutrient source control, mechanical filtration, or decommissioning of the Edison Canal will be evaluated and as appropriate incorporated in the suite of potential strategies, along with investigation of alterations or enhancements to these previous proposed strategies.

**METEOROLOGICAL DATA**

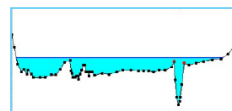
Hourly precipitation and evapotranspiration timeseries form the boundary conditions used to executing the hydrology and water quality modules.

**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 based upon user-defined thresholds. The effective impervious area was used to disaggregate disconnected, pervious areas within impervious land uses.

**REACH CHARACTERISTICS**

Stream cross-sections drive the relationship between flow and water depth and affect travel times across the watershed. Accurate channel cross-section areas and roughness characteristics are especially important for simulating velocities throughout the network, which strongly influence pollutant fate and transport modeling.

**POINT SOURCES**

Point sources were added to the model to represent any external sources that may affect the hydrology and water quality loading in the watersheds aside from natural watershed inputs.

Leverage the watershed model Craftwater built for the Ventura Countywide WMPs, calibrated to recent, local conditions.

Evaluation will be focused on the performance metrics defined in Task 3 and feasibility, but we will integrate early consideration for other factors such as costs, additional community benefits, schedule of implementation, long-term maintenance, and other factors agreed on with the City and stakeholders. Each strategy will initially be evaluated individually, but where appropriate a suite of strategies will be evaluated.

To evaluate performance of upstream controls, the watershed model Craftwater developed under the Watershed Management Program in the Loading Simulation Program in C++ (LSPC) and customized BMP model consistent with EPA's System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) will be leveraged. These existing models will allow for ease of "plug and play" to consider pollutant load reductions from any upstream controls. Throughout this process, we will facilitate stakeholder engagement to gain early feedback on potential strategies and clearly identify priorities as mitigation strategies are compared.

OPTIONAL – Hydrodynamic and Eutrophication Modeling: *To maximize certainty of the feasibility study, the Craftwater team recommends the City consider linking watershed modeling with new receiving water modeling to evaluate potential in Harbor mitigation strategies.* The Craftwater team will perform a review of the spatial and temporal datasets publicly available needed to assess the environmental, meteorological, and oceanographic conditions in the Channel Island Harbor. The success of a model's outputs is strongly correlated with the quality of the input data. This review will determine and document all the data available for the following parameters:

- Water levels
- Meteorological conditions (wind, atmospheric pressure)
- Currents
- Bathymetry and topography
- Sea level rise

GHD will develop a numerical model for hydrodynamics and water quality to assess the circulation and water quality changes that affect the Harbor. The Environmental Fluid Dynamic Code (EFDC) for hydrodynamic simulation, coupled with The Water Quality Analysis Simulation Program (WASP) for water quality simulation are the proposed software for this study. This software package is well recognized and used and approved by the Environmental Protection Agency (EPA) for eutrophication modeling. The modeling team proposed for this project has a large history of cooperation working together in numerous EFDC-WASP model applications.

The first step of the model setup is developing a model domain that encompasses the Channel Islands Harbor and the surrounding coastal areas. The domain will be discretized with flexible resolution according to the circulation and water quality challenges in the different areas of the domain. The model will extend offshore to an area where boundary conditions for hydrodynamics can be set out for a proper simulation of the circulation and water quality inside the Harbor.

The model will be calibrated against available measured water level and current data within the extend of the modeling domain. The purpose of this is to ensure the model outputs accurately reflect in-situ conditions.

The model will be used to evaluate different alternatives under a number of different forcing conditions to evaluate the improvement of circulation and water quality in the Harbor.

Numerical models are a great predictive tool, but their complexity and encompassing nature mean success hinges on simple and effective communication of results. The Craftwater team understand the intricacies of the models but also appreciate the bigger picture of the project, namely the project objectives and stakeholders. We will present model results as GIS interface maps, time series plots, figures, visualizations and animations. These are used strategically in meetings, presentations and reports, depending on the target audience, such that are intuitive and accessible.

Deliverables:

- List of Potential Mitigation Strategies
- Tech Memo of Preliminary Evaluation of Potential Mitigation Strategies
- List of Recommended Mitigation Strategies

Task 5: Mitigation Strategies Analysis Report

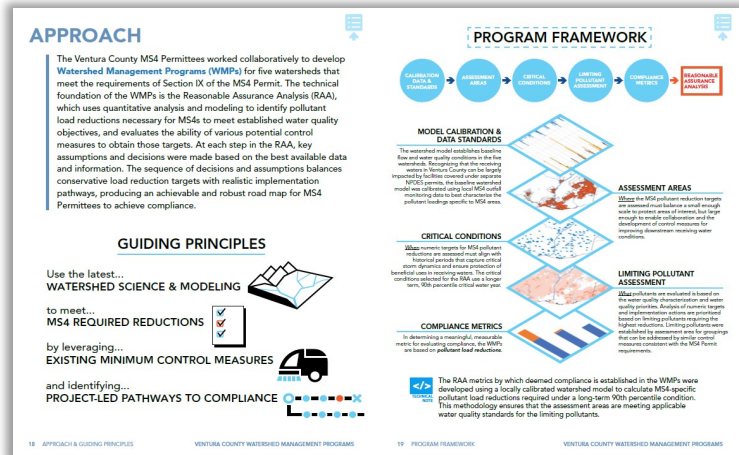
The Mitigation Strategies Analysis Report will craft a clear, concise document summarizing findings from the above tasks. Craftwater prides ourselves on taking technically heavy material and presenting in an easy-to-understand format that includes sufficient details for interested stakeholders. Our reporting opens the box on any modeling assumptions and results and provides context for a technical reviewer, council member, or members of the public.

The Report will incorporate additional information on each recommended strategy to guide management decisions to proceed with implementation. Beyond demonstrating the strategies feasibility and performance, the Report will characterize Permit requirements, environmental documentation requirements, cost estimates, schedules for implementation, recommended Lead Agency, long-term maintenance considerations, and linkage with potential funding opportunities.

During the preliminary feasibility assessment, the Craftwater team will integrate evaluation of specific environmental constraints, so these are factored into the initial recommendations.

Our teams' regulatory specialists are recognized in the area for their ability to streamline permitting pathways to expedite project schedules and optimize budgets. We will also work to identify conceptual project alternatives that may avoid costly and timely permits, special studies and surveys, and other hurdles depending on specific resource agency requirements. Our team considers these environmental constraints analyses as a critical step in the design of engineering projects and mitigation strategies and is currently supporting projects with local water agencies and municipalities in coastal and environmentally sensitive habitats. Rincon's environmental planners are also experts in environmental documentation requirements of the California Environmental Quality Act (CEQA), and our technical support team includes specialists in all the analysis areas. They have completed hundreds of local CEQA projects, all of which require public review and comments, and regularly require public hearings, public outreach facilitation, and consultation with resource agencies.

Cost estimates and schedules of implementation for recommended mitigation strategies will be early considerations for each strategy so that financial feasibility can be considered. **Proactive identification of funding sources and potential grant sources is one of, if not the, most important factor to taking a project off paper and into construction.**



digestible format, such as done for the Ventura Countywide WMPs.

Funding Program	Clean Water State Revolving Fund (CWSRF)	Drinking Water State Revolving Fund (DWSRF) Program	EPA WIFIA Credit Assistance Program	Water Recycling Funding Program (WRFP) - Construction Grant
Funding Agency	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA) and State Water Resources Control Board (SWRCB)	Environmental Protection Agency (EPA)	State Water Resources Control Board (SWRCB)
Federal / State Funding	Federal	Federal/State	Federal	State
Objectives / Relevance to Projects	Encourage public agencies to take an independent look into their current practices, identify potentially inefficient water or energy use and follow up with a well thought out plan to improve consumption of these valuable resources	Assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements and support to human right to water	A federal credit program administered by EPA for eligible water and wastewater infrastructure projects.	Promotes the beneficial use of treated municipal wastewater (water recycling) in order to augment or offset fresh water supplies in California
Max. / Min. Funding Amounts	Depends on type of financial assistance. Estimated award is \$35k	Loan. Estimated amount per award is \$250k-\$500k	\$20M: Minimum project size for large communities. \$5M: Minimum project size for small communities (population of 25k or less). 49%: Maximum portion of eligible project costs that WIFIA can fund.	Grants based on reasonable, estimated construction costs. Estimated amount per award is \$250k-\$5M
Required Match	Dependent on type of financial assistance	Dependent and proportional to the State's required program match (determined once per year)	At least 51%	At least 50%
Type of Eligible Projects	- Construction of publicly owned treatment facilities: - Wastewater treatment - Local sewers - Sewer interceptors - Water reclamation and distribution - Stormwater treatment - Combined sewers - Landfill leachate treatment	- Planning/design and construction of drinking water infrastructure projects including: - Treatment systems - Distribution systems - Interconnections - Consolidations - Pipeline extensions - Water sources - Water meters - Water storages	Projects for repair, rehabilitation, or replacement of a treatment works, community water system, or aging water distribution/waste collection facility	Eligible projects include construction of recycled water treatment facilities, storage facilities, pumping facilities, groundwater recharge facilities, and recycled water distribution systems, including onsite improvements.
Future Anticipated Opportunity Dates	Applications accepted continuously	Applications accepted and awarded continuously	LOI expected in October 2021	Applications accepted continuously

Example of the Craftwater Team's Funding Strategy Resources

Our team will integrate consideration of funding early in the process characterizing mitigation strategies and allow for a feedback loop for potential strategy enhancements that are more likely to align with grants. With Villa Civil, our team offers expansive experience working closely with Cities to identify funding needs, align opportunities, assess feasibility, and generate well-constructed grant applications. For recommended mitigation strategies the Craftwater team will work with the City to identify key funding deficiencies and develop a funding needs lists as a baseline to identify funding opportunities. We will present a list of currently known funding opportunities to vet strategic grant pursuits, teaming opportunities with other agencies, and potential upcoming funding sources. With our in-depth knowledge of Regional, State, and Federal funding programs and resources, our team excels at pairing existing and planned project needs with the most opportunistic funding resources.

Deliverables:

- Draft Mitigation Strategies Analysis Report
- Final Mitigation Strategies Analysis Report

Task 6: Development of an Implementation Plan

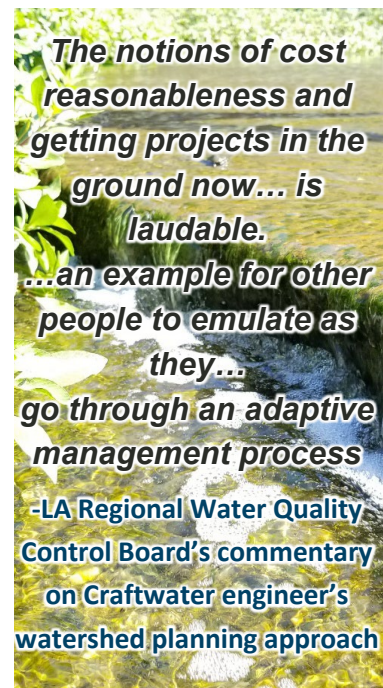
The material from the above tasks will ultimately be formalized in the Implementation Plan. The Craftwater team will work closely with the City and MAC to identify which factors are incorporated in prioritization of strategies, articulating tie into desired end goals. During establishment of performance metrics in Task 3, we will clearly define how those metrics will be measured to be trackable and confirm effectiveness.

From Craftwater's experience with multi-benefit stormwater master plans, our approach to prioritization has adapted to focus on tiers, rather than any single defined score, as this allows flexibility to pick out top tier projects, without pigeon-holing a City to one end score when drivers or outside objectives potentially change. We also know through our experience taking projects from initial concept, to feasibility study, to design, and finally to construction that **change is inevitable. Therefore, our approach will provide a solid bench of feasible alternatives as well as adaptability to re-evaluate mitigation strategies if major pieces of the design are adjusted in the future.**

The Craftwater team will coordinate closely with the City to conduct targeted presentations to public stakeholders and City Council and the Board of Supervisors. Over the past three years, Craftwater has directly supported the City of San Diego as strategic advisors, preparing and participating in presentations to **City Council Members and the Mayor's Office related to advancing the City's Stormwater Program, implementing critical programs and projects, and making the case for more funding.** We are poised to message technical materials to elected officials and emphasize desired outcomes. The specialized support Rincon provided for the City's Sea Level Rise (SLR) Vulnerability Assessment and Comprehensive Local Coastal Program update also demonstrates our team's local knowledge of how to interact and collaborate with governmental agencies, technical advisories, non-governmental organizations, and members of the public in and around Oxnard. This will be key to our collective ability to advance any implementation plan through City Council approval. The policies and strategies incorporated into the SLR Vulnerability Assessment and Comprehensive Local Coastal Program will be considered throughout the water quality feasibility assessment and into the implementation plan to assure mitigation strategies are consistent with existing planning documents and are durable to meet long-term needs.

Deliverables:

- Draft Implementation Plan
- Final Implementation Plan



ID	Task Name	Duration	Start	Finish	Predecessors	2023		2024			2024			2024			2024			2025			2025			2025		
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
1	FEASIBILITY STUDY & IMPLEMENTATION PLAN		318 days	Mon 3/4/24	Wed 5/21/25																							
2	Task 1 - Project Management		318 days	Mon 3/4/24	Wed 5/21/25																							
3	NTP (Assumed)		1 day	Mon 3/4/24	Mon 3/4/24																							
4	Monthly Project Schedule, and Budget Management		317 days	Tue 3/5/24	Wed 5/21/25	3																						
5	Kickoff and Progress Meetings (Monthly)		317 days	Tue 3/5/24	Wed 5/21/25	3																						
6	Public Meetings (4)		190 days	Fri 5/3/24	Thu 1/23/25																							
7	Data Gathering		1 day	Fri 5/3/24	Fri 5/3/24	15																						
8	Problem Definition, Goals, Objectives		1 day	Tue 6/25/24	Tue 6/25/24	20																						
9	Identification of Mitigation Strategies		1 day	Thu 7/25/24	Thu 7/25/24	26																						
10	Mitigation Strategies Analysis Report		1 day	Thu 1/23/25	Thu 1/23/25	35																						
11	Council and BoS Meetings (1 each)		1 day	Thu 4/3/25	Thu 4/3/25	41																						
12	Task 2 - Data Gathering, Site Visits, & Preliminary Investigations		56 days	Fri 3/8/24	Fri 5/24/24																							
13	Data request		20 days	Fri 3/8/24	Thu 4/4/24	3																						
14	Site visits (2)		20 days	Mon 3/11/24	Fri 4/5/24	3																						
15	Research and Data Synthesis		20 days	Fri 4/5/24	Thu 5/2/24	13																						
16	Data Dashboard and Summary		15 days	Mon 5/6/24	Fri 5/24/24	7																						
17	Task 3 - Problem Definition Statement, Goals, and Objectives		62 days	Mon 5/6/24	Tue 7/30/24																							
18	Background Research, Regulatory Objective Synthesis		5 days	Mon 5/6/24	Fri 5/10/24	7																						
19	Monitoring/Modeling review to Set Baseline and Targets		30 days	Mon 5/13/24	Fri 6/21/24	18																						
20	Regional Board Engagement Meeting		1 day	Mon 6/24/24	Mon 6/24/24	19																						
21	Draft Memo		5 days	Wed 6/26/24	Tue 7/2/24	8																						
22	City Review		15 days	Wed 7/3/24	Tue 7/23/24	21																						
23	Final Memo		5 days	Wed 7/24/24	Tue 7/30/24	22																						
24	Task 4 - Identification of Mitigation Strategies		103 days	Mon 6/24/24	Wed 11/13/24																							
25	Alternatives Research		15 days	Wed 7/3/24	Tue 7/23/24	21																						
26	High-Level Feasibility Analysis		1 day	Wed 7/24/24	Wed 7/24/24	25																						

APPENDIX A – RESUMES OF KEY STAFF

Brianna Datti, M.S. Lead Engineer, Regulatory and Water Quality Science

Experience Summary

Ms. Datti is the lead engineer of the regulatory and water quality science discipline at Craftwater Engineering. She specializes in hydrology and water quality modeling and analysis. She has experience in stormwater management and water quality planning in southern California to address a variety of impairments, including biological impairments, metals, bacteria, toxic pollutants, sediment, dissolved oxygen, and nutrient enrichment. She has worked on the development of accurate watershed modeling to assess existing water quality and determine best management projects and/or strategies to reach compliance with TMDLs, MS4 permit requirements, and other regulatory conditions. She has provided project management and technical lead on regulatory-based and strategic planning projects which incorporated development, calibration, and review of watershed and BMP models, aligned monitoring strategies, and key stakeholder engagement to recommend appropriate target setting and cost-effective implementation actions to achieve compliance. Through her work she is knowledgeable on applicable TMDLs, MS4 permits, and the San Diego and Los Angeles Region 303(d) listings and how ever-evolving regulations and scientific guidelines will impact watershed management programs. She is competent with the development and analysis of HSPF and LSPC watershed models, EPA's SUSTAIN, coding in MATLAB, R, and Microsoft Excel VBA, as well as the use of GIS in model development and creating informative and appealing visuals.

Relevant Experience

Ventura County Watershed Management Program Development, Ventura Countywide Stormwater Quality Management Program, CA (2022 – Present). Project manager for the development of Watershed Management Programs (WMPs) for all Ventura County MS4 Permittees, covering five watersheds. Led the development of a Reasonable Assurance Analysis (RAA) right-sized to the local conditions, and that delineated actionable and affordable control measures. This included the development and calibration of a new watershed model (LSPC) for the five watersheds in Ventura County and modeling non-structural and structural control measures to evaluate expected reduction benefits. The tailored RAA approach developed is focused around four core elements to base the analysis on (1) latest and local watershed science, (2) assigning watershed and MS4-specific required pollutant reductions, (3) leveraging and optimizing minimum control measures, and (4) providing feasible project-led pathways to compliance. In addition, integrating dynamic tracking, allowing for flexibility and transparency as Permittees proceed with implementation of the Program.

Upper LA River Load Reduction Strategy Adaptation, Safe, Clean Water Program Scientific Study (2019 – Present). Project manager for the development of the Load Reduction Strategy Adaptation Plan in the Los Angeles River watershed to adapt the current strategy to address the Bacteria TMDL to ensure management actions better align with protection of public health and supporting recreational beneficial use goals. Secured \$1.2M to fund this effort through the Safe, Clean Water Program. This Plan provides an effective foundation to address pathogen health risk and will help streamline efforts across agencies and other stakeholders. This Plan helps identify the most effective pathway towards improved public health and attainment of bacteria-related water quality objectives through an adaptive management process that incorporates significant advances in the state of the science. The study utilizes a data-driven approach, including watershed models of bacteria loads and BMP models to evaluate effectiveness of strategies, to identify efficient and effective implementation actions watershed-wide.

EDUCATION

MS Civil and Environmental Engineering, Cornell University (2017)

BS Environmental Engineering, University of Connecticut (2015)

AREA OF EXPERTISE

Hydrologic and water quality modeling

MS4 permit and TMDL compliance

Water quality data management and analysis

Watershed management

Water quality monitoring plan assessments and bioassessments

Fate and transport of sediment, metals, and nutrients

Lake hydrodynamics

Geospatial analysis

YEARS OF EXPERIENCE

5 years

CONTACT

Email: Brianna.Datti@craftwaterinc.com

Stormwater Operations & Planning Divisions Strategic Plan, City of San Diego (2021 - Present). Project manager for the development of the first Strategic Plan for the Operations Division under the City of San Diego's Stormwater Department. Continuing development of annual updates to the Operations and Planning Division fiscal year Strategic Plans. Through close coordination with the Program staff leads, developed a graphic-based plan that clearly defines each program activities under operations, how the work aligns with the Departments overall goals, where there is key coordination with other City departments, and set near-term and long-term goals and action plans for each program. This plan provides an overall vision and understanding of the Divisions responsibilities, while also providing a guidebook on how the Division continues to implement, improve, and innovate, with specific goals to do so.

Proposed and Tentative MS4 Permit and State Water Board Order Review, SGVCOG and ULAR Watershed Management Group, CA (2020). Project manager and technical lead to provide a detailed review of the implications of the new MS4 Permit and the State Water Board Order to the San Gabriel Valley Council of Governments (SGVCOG) and Upper Los Angeles River (ULAR) Watershed Management Group. Summarized and discussed key implications for the groups and drafted comments to submit to the Los Angeles Regional Board and the State Water Board. Drafted targeted talking points for the technical and elected group members during MS4 Permit workshops. Developed a consensus building approach to work across stakeholders to produce a strong negotiation stance for the Permittees. Drafted comments on behalf of the ULAR Watershed Management Group in response to the staff working proposal on the MS4 permit for the Los Angeles region and the State Water Board Order regarding the review of approved Watershed Management Programs. Drafted comments on behalf of the SGVCOG and ULAR Watershed Management Group in response to the tentative order on the MS4 permit for the Los Angeles region.

Famosa Slough Watershed Master Plan, City of San Diego, CA (2019 – 2020). Deputy Project Manager for the Famosa Slough watershed within the City of San Diego that strategically identified multi-benefit project recommendations for a highly visible watershed in San Diego. Lead development of a water quality model framework to strategically identify priority strategies to address water quality conditions in Famosa Slough, where the primary concern is eutrophic conditions. This included identifying methods to quantify the effectiveness of non-structural controls in the watershed in combination with assessments of the effectiveness of structural controls. Conducted review and initial sensitivity analyses of existing LSPC (watershed) and EFDC (receiving water) models to identify potential improvements and implemented the most critical model improvements, including updates to the subbasin boundaries and land use, land cover representation. Coordination with local non-governmental organizations and other stakeholders to identify solutions within the watershed that meet both flood control, water quality, and restoration needs, but also achieve buy-in from local stakeholders.

Santa Margarita River Watershed Modeling Phase III, Santa Margarita River Nutrient Initiative Group Stakeholders, CA (2019 – 2020). Modeler to update the watershed model for the upper portion of the Santa Margarita River watershed (primarily within Riverside County, downstream of the reservoirs), and receiving water model for the upper mainstem (top of the Gorge to confluence with De Luz Creek). Leading the development of the HSPF upper watershed model, which includes to extend the modeling period, revise subbasin boundaries, revise land use and land cover representation, refine surface/groundwater fluxes based on the MODFLOW groundwater model outputs, update boundary conditions at upstream reservoirs, update irrigation input assumptions, and calibrate the model based on available data. Finalized modeling tools will be used to investigate biostimulatory and biointegrity targets for the Santa Margarita River, as well as calculation of required load and waste load allocations in the watershed to achieve the selected targets. Conditions will be evaluated under various climate change and management scenarios run through the models.

Water Quality Modeling Support, New York City Department of Environmental Protection (2021 – Present). Project manager and technical lead to provide strategic advisement to the New York City Department of Environmental Protection on modeling the effectiveness of structural and non-structural control measures. The City anticipates more stringent water quality regulations forthcoming and as previous modeling efforts have focused on flows, looking to update to incorporate water quality. The City has put a lot of emphasis on their nonstructural programs, therefore a key element of this work is developing robust tools and models to assess the effectiveness of these programs. Assessment of existing and proposed structural and non-structural control measures for the priority pollutants will position the City for negotiations with regulators during development of new provisions, as well as inform management decisions and optimization of their projects and programs.

Experience Summary

As President of Craftwater Engineering, Inc, Mr. Helmle offers national experience with a focus on the Southern California water resources service area. He has overseen hundreds of large and small water resources projects and has served as program manager or principal-in-charge of several of the largest municipal on-call stormwater-focused contracts in the country. His responsibilities in these roles has afforded him the unique opportunity to explore a broad spectrum of stormwater-related issues, ranging from strategic planning to design and implementation. Examples of his project leadership include numerous green infrastructure master planning efforts, over 100 regional-scale green infrastructure retrofit design or pre-design projects, and ground-breaking watershed and BMP modeling analyses. He is especially passionate about finding innovative solutions to the challenging prospect of retrofitting existing urban landscapes and infrastructure to meet the compliance, water resiliency, and/or runoff management needs of municipal agencies. He continually pushes the envelope to improve his team's methods by inventing new processes, templates, and tools for creating effective and robust design concepts and modeling approaches for stormwater capture projects. This constant push for new approaches has yielded several key innovations, such as incorporating real-time control elements to boost BMP performance while meeting the integrated needs of watershed managers. As a former Air Force civil engineering officer, Mr. Helmle has brought the lessons learned to bear by developing cost-effective concepts for municipalities and numerous military installations alike, resulting in cost savings that spans into billions of dollars. Mr. Helmle strives to strike the ideal balance between form, function, and simplicity of operation.

Relevant Experience

As-needed Stormwater Engineering and Consulting Services, City of San Diego. Program Manager for a \$25M, 5-year as-needed contract (2018 – 2019) and a \$21.5M, 5-year as-needed contract (2014 – 2018) to provide the full spectrum of stormwater program support to the City, including all of the City's Water Quality Improvement Plans, stormwater capital project design, special scientific studies, BMP research and development, compliance reporting, and general permit support. Managed one of the largest stormwater contracts of its kind, helping the City gain attention on a national stage, especially with regard to cutting-edge BMP master planning, stormwater design, and innovative permit compliance strategies. Managed over 100 task orders worth nearly \$30 million. Signature projects completed as part of this contract include: (1) a comprehensive watershed master plan that utilized first-of-their-kind modeling approaches to strategically identify and prioritize regional and green infrastructure project opportunities; (2) an innovative regional stormwater harvesting analysis that demonstrated the degree to which local stormwater capture can feasibly and realistically augment water supplies by upwards of 25%; and (3) regionally-critical re-negotiation of bacteria TMDL requirements that will set the stage for reducing municipal bacteria mitigation requirements across the state.

Watershed Engineering On-Call Contract, County of Los Angeles. Principal in Charge for \$6M, 3-year as-needed contract to support the county with wide-ranging watershed services, including the design of regional BMPs in parks, regional master planning work, and piloting of innovative regional stormwater capture programs. Work for the County was recognized at the national and regional level as precedent-setting, especially in terms of applying technical innovation to solve emerging stormwater problems. Signature projects that Mr. Helmle has personally led include (1) the Multi-Agency Collaborative Stormcatcher Project, which demonstrated the feasibility of leveraging parcel-based real time control systems to capture runoff and augment water supplies; (2) the Lower Los Angeles River Revitalization Plan, which emphasizes a watershed-based approach to revitalizing a 19-mile long, two-mile wide reach of the LA River corridor; and (3) multiple park-based regional stormwater capture BMP designs intended to meet pressing TMDL compliance needs.

EDUCATION

M.S., Civil Engineering,
Environmental Fluid
Mechanics/Hydrology, Cornell
University, 2005

B.S., Engineering and
Environmental Science,
University of Notre Dame, 1997

AREA OF EXPERTISE

- Green infrastructure
- Strategic planning
- Stormwater master planning
- BMP planning and engineering
- Integrated water resource management
- Low impact development
- BMP modeling
- Hydromodification management
- Stormwater management tool development
- Infrastructure assessment
- Military civil engineering
- Hydrology and hydraulics
- Water quality modeling
- Hydrodynamic modeling
- Guidance development

REGISTRATIONS/ AFFILIATIONS

2006, Professional Engineer
(Civil), State of California (69525)

YEARS OF EXPERIENCE

22 years

CONTACT

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[linkedin.com/in/chad-helmle-588ab11/](https://www.linkedin.com/in/chad-helmle-588ab11/)

Upper Los Angeles River and Ballona Creek Enhanced Watershed Management Programs (EWMPs). City of Los Angeles (as sub to Black & Veatch). (August 2013 – August 2015) Project Manager to support the development of watershed modeling for two watershed management groups and 23 jurisdictions across greater Los Angeles County to develop EWMPs for Upper Los Angeles River and Ballona Creek watershed management groups that provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits.

Upper San Gabriel River Enhanced Watershed Management Program (EWMP). County of Los Angeles (as sub to MWH Global). August 2013 – August 2015. Project Manager to support the development of watershed modeling for seven jurisdictions across greater Los Angeles County to develop an EWMP for the Upper San Gabriel River watershed management group that will provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits. The end product will provide a cost-effective “road map” for compliance.

Upper Santa Clara Enhanced Watershed Management Program (EWMP). City of Santa Clarita (as sub to Larry Walker Associates). August 2013 – August 2015. Project Manager to support the development of watershed modeling for two jurisdictions to develop an EWMP for the Upper Santa Clara watershed management group to provide a collaborative and prescriptive strategy for compliance with multiple TMDLs while also identifying opportunities for enhanced, interagency projects promoting water quality improvement, water supply augmentation, and community services/cobenefits.

Gateway (Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos Channel) Watershed Management Programs (WMPs). John L. Hunter & Associates and Richard Watson & Associates (representing 23 jurisdictions). August 2013 – December 2014. Project Manager to develop watershed modeling for WMPs for three watershed management groups and 23 jurisdictions across greater Los Angeles County to provide each jurisdiction a prescriptive strategy for compliance with multiple TMDLs through a combination of comprehensive load reduction strategies. Specific control measures to reduce pollutant loads were tailored to local conditions and jurisdictional preferences. Tasks included innovative watershed-wide representation and modeling of green infrastructure opportunities. Existing and planned regional projects were also characterized and incorporated into the modeling framework to credit jurisdictions for past efforts. Schedules were then developed to guide compliance with wet and dry weather goals at the subwatershed scale.

East San Gabriel Watershed Management Program (WMP). MWH Global (representing 4 jurisdictions). August 2013 – December 2014. **Project Manager** to develop watershed models to support a WMP for four jurisdictions in the San Gabriel River watershed. The WMPs provide each jurisdiction a prescriptive strategy for compliance with multiple TMDLs by pursuing retention of the 85th percentile runoff volume. Strategies to reduce runoff volume were tailored to local conditions and jurisdictional preferences. Specific efforts included innovative watershed-wide representation and modeling of potential green infrastructure opportunities. Schedules were developed to guide compliance with wet and dry weather goals at the subwatershed scale.

Water Quality Improvement Plans, City of San Diego. Mr. Helmle acted as project manager and to support the City of San Diego in the development of regulatory-driven Water Quality Improvement Plans for the Tecolote, San Dieguito, Los Penasquitos, and Mission Bay watersheds. The projects required the development of sophisticated watershed models (LSPC), model validation and calibration efforts, assessment of regulatory requirements, interpretation of water quality goals, and the development of a regionally optimized green infrastructure solution to achieve compliance. This massive effort resulted in the approval of these plans by the Regional Water Quality Control Board and set the stage for the City of San Diego’s structural and nonstructural investments in these watersheds for the near future. The modeling that was accomplished as part of these projects included innovative optimization techniques never before used at this scale and generated massive cost savings by reducing the need for extensive green infrastructure investment.

Lake Mathews Watershed Water Quality Improvement Study, Metropolitan Water District. Project Manager for study of water quality improvement alternatives in the Lake Mathews watershed. Worked with the client and other local agencies to identify, gather, and organize all available watershed data necessary to develop, calibrate, and validate a LSPC watershed model. Managed data analysis to assess current and future levels of water quality protection for Lake Mathews based on existing water quality improvement facilities and programs in the watershed and the understanding of future development patterns. Managed development of a series of water quality improvement alternatives, including opportunities to implement regional water quality and hydrologic control facilities that would improve overall water quality within the watershed. Managed simulation of each alternative as a scenario in the model to simulate the hydrologic and pollutant removal performance of the structures. The goals of this process is to provide the maximum practicable protection of the Lake Mathews’ water quality and provide a framework for the future development of a source water protection plan.

Support for the City and County of San Francisco’s MS4 Permit Implementation, San Francisco Public Utilities Commission (SFPUC). Principal in Charge. Provided contract and technical oversight for a task order-based contract to provide technical support to the SFPUC Regulatory Compliance Division over a 5-year period by developing program components for compliance with each element of the 2013 Phase II Permit. Streamlined program management and met required milestones through a combination of program evaluation and planning, establishment of program priorities, development of standard operating procedures (SOPs), development of outreach and training materials, creation or revisions to tracking systems and databases, and other activities to improve the efficiency and effectiveness of the MS4 program.

Experience Summary

Brad Wardynski is a Water Resources Engineer with over a decade of experience in the fields of urban hydrology and green infrastructure. Mr. Wardynski has worked with influential industry experts on a variety of projects spanning the full scope of stormwater program management, including regulatory support and reporting, multi-benefit watershed planning, modeling, feasibility and design, monitoring, outreach, and technical guidance. His projects and research have directly impacted stormwater control measure design guidance and he has collaborated with academics to present these findings nationwide to the design and regulatory community, including green infrastructure design, construction, and maintenance trainings offered at international conferences and symposia. His specific areas of expertise include current knowledge of stormwater control measure system performance and unit processes, formulation and adaptation of targeted watershed plans for regulatory compliance (including real-time control systems), and development of web-based applications for data management and decision support. He is currently working with over 50 agencies in Southern California to build achievable, implementation-oriented compliance pathways, including for the Upper LA River Watershed Management Group (the largest in Southern California).

Relevant Experience

6 Enhanced Watershed Management Program (EWMP) Updates (Santa Monica Bay J2/3, Upper Los Angeles River, Ballona Creek, Dominguez Channel, Upper Santa Clara River, and East San Gabriel Valley Watershed Management Groups), CA 9/2020 – Present. Sr. Project Manager for updating the EWMPs based on permit-required revised reasonable assurance analyses (RAAs) and adaptive management. The models supporting the RAAs were updated based on new data and tools available, as well as implementation progress. Incorporating updates to the EWMP documents based on the latest regulatory drivers, water quality priorities, project progress and opportunities, and revised recipes for compliance, including updated cost estimates to achieve.

Scientific Study to Balance Safe, Clean Water Program Outcomes, Accelerate Resiliency L.A. (ARLA), 11/2020 – Present. Sr. Project Manager leading study to gain consensus among a Working Group of municipal (City of LA, San Gabriel Valley Council of Governments, and Gateway Water Management Authority) and NGO (LA Waterkeeper, The Nature Conservancy, and SCOPE) stakeholders around Safe, Clean Water Program adaptation recommendations. Identified full spectrum of potential project opportunities (from distributed nature-based solutions to regional, gray solutions) in a pilot subwatershed and modeled to analyze outcomes related to Working Group-recommended metrics, including maximizing water quality, water supply, and community investment benefits and leveraging alternative funding sources (Measures A, H, and M) to enhance return on investments over a 50-year program. Curating technical results into programmatic/policy-based recommendations for the LA County Flood Control District.

Safe, Clean Water Program Metrics and Monitoring Study, LA County Flood Control District 9/2021 – Present. Project Manager supporting the Flood Control District with development of specific metrics for evaluating project and program success under the Safe, Clean Water Program. Will include robust stakeholder engagement and Countywide modeling to generate more localized guidance and measurable outcomes.

EDUCATION

M.S., Biological and Agricultural Engineering, North Carolina State University, 2012

B.S., Biosystems Engineering, Michigan State University, 2010

AREA OF EXPERTISE

Watershed Hydrology and Stormwater Modeling

Multi-benefit Strategic Planning

Data Analysis, Visualization, and Web Tool Development

Watershed Runoff Quality

Targeted Water Quality Implementation Strategies

Watershed Management Plan Development

Stormwater Capture BMP Modeling, Evaluation, Design and Monitoring

Real-Time Controls Analysis

REGISTRATIONS/ AFFILIATIONS

Professional Engineer (Civil), CA, No. 84989, 2015

Member, American Society of Civil Engineers

Member, BMP Subcommittee, California Stormwater Quality Association

YEARS OF EXPERIENCE

12 years (4 years with Craftwater)

CONTACT

Home Office: San Diego, CA
Phone: 213-393-2392

Email:
Brad.Wardynski@craftwaterinc.com

LinkedIn:
[linkedin.com/in/bradwardynski](https://www.linkedin.com/in/bradwardynski)

Storm Water Harvesting and Use Study, City of San Diego, 4/2019-Present. Project manager to collect, consolidate, and synthesize all known City stormwater capture activities into one consolidated library. The project library was then cross-referenced against specific strategies outlined in a stakeholder-led regional study to provide recommendations for which activities may warrant additional research. Facilitated collaboration between Stormwater Department and Public Utilities Department to identify, model, and cost City-wide opportunities based on San Diego County Stormwater Capture and Use Feasibility Study alternatives. Developed framework and policy recommendations for City-wide stormwater capture planning.

Compliance Analysis for Rainbow Creek (Santa Margarita River Watershed Water Quality Improvement Plan), County of San Diego, 8/2017-12/2017. Conducted compliance analysis to identify the recommended water quality improvement strategies and associated planning-level costs for nutrient TMDL compliance in the Rainbow Creek Watershed. Applied an innovative BMP modeling approach to prescribe and optimize stormwater management strategies customized to manage pollutant loading from fragmented MS4 areas throughout the watershed; this novel, tiered approach enabled cost savings by focusing retrofits in MS4-responsible areas with the highest pollutant loading, while also providing information needed for watershed-scale decision making and negotiations/cost-sharing with other Responsible Parties.

Upper LA River and Rio Hondo preSIP Safe, Clean Water Program Scientific Study, 9/2020 – Present. Sr. Project Manager overseeing completion of the highest-value (\$2.3M) scientific study funded by the Safe, Clean Water Program to date. Facilitating coordination with project partners, including street/road agencies, water agencies, regulators, and NGOs to identify opportunities for co-funding project and develop a long-term framework for collaboration. Conducting an unprecedented site-scale review of the entire Upper LA River and Rio Hondo Watershed Areas (750 square miles) to identify, model, and prioritize specific project opportunities; results will provide asset-level clarity to inform EWMP implementation. The collaborative project opportunities gathered from partner organizations will then be combined with the newly identified opportunities and simulated to plot a granular, actionable, and affordable pathway to compliance. Results will be input to a digital planning platform to enable agencies to view recommended project opportunities, plan investments, and track progress. Study also included recalibration of watershed model to better represent CIMP monitoring data, and rearticulation of water quality compliance goals to better align with beneficial uses.

Storm Drain Master Plan and Watershed Assessment, Pasadena 5/2020 – Present. Sr. Project Manager overseeing water quality and storm drain improvement and budget plan, including tactical inventory and condition assessment of over 90 miles of gravity mains, 12 miles of open channel, 2,718 catch basins, and 1,697 maintenance holes. The integrated master plan approach simultaneously informs data-driven capital planning decisions around drainage, water quality improvement, and water supply augmentation. After the system was inventoried, new multi-benefit stormwater project opportunities were identified, modeled, and prioritized to supplement EWMP implementation planning with an emphasis on engineering feasibility and programmatic synergy. Craftwater then led feasibility studies for two multi-benefit, regional capture projects and led grant applications to request \$4.7M of external funding.

Stormwater Master Plan, City of Alhambra, 6/2020 – 2/2021. As Sr. Project Manager, oversaw completion of a City-specific Stormwater Master Plan to articulate in greater detail the project opportunities available to meet Permit requirements. The Master Plan prioritized specific projects within the City, but also searched surrounding jurisdictions for collaborative regional project opportunities. Conceptual designs were developed for the top 3 prioritized sites, and the team presented the plan to City Council.

Safe, Clean Water Program Credit Trading Framework Development, Los Angeles County Flood Control District, 5/2019-Present. Project manager providing strategic planning and program management consulting in support of developing a credit trading program that includes direct linkage to municipal stormwater Permit compliance, and that also advances the parallel goals of the Safe, Clean water Program—namely, water supply augmentation, nature-based solutions, and community investments. Establishing a framework for a strategic, market-based stormwater management program that (1) clearly satisfies Permit requirements, (2) meaningfully prioritizes multiple benefits, and (3) allows for and encourages third-party participation/investment. Specific deliverables that were developed in close collaboration with the County and The Nature Conservancy included draft ordinance language, a public-facing framework document, a workplan for further advancement of the stormwater market programs, and preparation of content and facilitation of outreach meetings with key stakeholders, including the business community and environmental advocates.

Countywide Regional Stormwater Project Screening and Concepts, Ventura Countywide Stormwater Quality Management Program, 12/2019-Present. Leading a proactive study to strategically position all 12 municipal stormwater permittees in Ventura County to respond to the impending revised MS4 Permit. Includes gathering, compilation, and synthesis of current plans, projects, and data into one centralized, web-based mapping platform; strategic, data-driven, countywide screening for additional candidate stormwater capture projects, including site-by-site visual inspection by engineers; implementation of a novel approach to project prioritization by characterizing the runoff capture potential of every parcel in Ventura County; facilitation of interviews with municipal staff and representatives to incorporate local institutional preferences and knowledge into the prioritization; development of conceptual designs and fact sheets for ten candidate projects.

Experience Summary

Oliver Galang has more than 28 years of professional engineering experience in planning, design, construction, and program management of multi-million-dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout southern California. He has extensive experience in the areas of water resources, stormwater and urban runoff management, water quality monitoring programs, flood management, and various types of green infrastructure. He is currently leading Craftwater Engineering's Water Resources services in the Los Angeles County area. Highlights of Oliver's career also include service as the Head of the Los Angeles River Watershed for the Los Angeles County Department of Public Works. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than \$60 million, along the Los Angeles River. He served as the Head of the Data Management Section for Los Angeles County Department of Public Works and was responsible for an annual budget of more than \$10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities.

Relevant Experience

Arroyo Seco – San Rafael Wetlands and Restoration Stormwater Capture Project

Principal Engineer. This project consists of the development of a Feasibility Study and 10% Design a regional stormwater capture project that incorporates creek restoration, natural treatment wetlands, and stormwater use for irrigation. The project consists of 2 locations along the Arroyo Seco Channel in the Cities of Pasadena and South Pasadena. The project is intended to address the Cities of Pasadena's and South Pasadena's water quality actions required under the Upper Los Angeles River Enhanced Watershed Management Program. He was responsible for managing the development of the feasibility study, meeting with the Cities, stakeholders, and assisting the City with securing \$5 Million in funding from the Safe, Clean Water Program.

Bellflower Water Capture Project at Caruthers Park, Phase I and II

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Bellflower's Caruthers Park. The project consists of a storm drain diversion structure, 7.5-acre-foot underground infiltration and storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Bellflower's water quality actions stated under the Los Cerritos Channel Watershed and the Upper San Gabriel River Enhanced Watershed Management Programs. Oliver is leading the project development team and coordinating these efforts with the City Project Team and the LACFCD.

Carson Water Capture Project at Carriage Crest Park, Phase I and II, Sanitation Districts of Los Angeles County

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Carson Carriage Crest Park. The project consists of a storm drain diversion structure, 13.4 acre-foot underground storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Carson's water quality actions stated under the Dominguez Channel Watershed Management Area Group's Enhanced Watershed Management Program. Oliver is leading the project development team and coordinating these efforts with the County Sanitation Districts, LACFCD, and the City Project Team.

EDUCATION

B.S., Civil Engineering, California State University, Fullerton, 1993

Engineering Management Graduate Studies, California State Polytechnic University, Pomona, 2005

AREA OF EXPERTISE

Water Resources, Storm water Compliance, Water Quality Monitoring Programs, BMP Design, Drainage Design, Flood Control, and Groundwater Recharge

MS Project, Primavera Scheduling

REGISTRATIONS/ AFFILIATIONS

Civil Engineer 56558, California, 1997

TRAINING/CERTIFICATIONS

Envision Sustainability Professional, November 2014

Qualified SWPPP Developer (QSD/P)

Qualified Industrial Storm Water Practitioner (QiSP)

YEARS OF EXPERIENCE

28 years

CONTACT

Email: Oliver.Galang@craftwaterinc.com

Tel. 213.598.4178

Bolivar Park Water Capture Project, City of Lakewood Public Works Department, Lakewood, California

Project Manager. Phase I of this project consists of the development of two project concepts that will divert wet-weather and dry-weather urban runoff from the Los Cerritos Channel to an underground infiltration gallery or storage system at two City Parks, resulting in the development of 10% design documents for two City Park Regional BMPs. Phase II consisted of the development of the final design documents for an innovative regional BMP at Bolivar Park. Phase III includes the design support services during construction of the regional BMP. Oliver is leading the project development team and coordinating these efforts with the City Project Team and leading the coordination with the LACFCD.

Mayfair Park Water Capture Project, City of Lakewood Public Works Department, Lakewood, California

Project Manager. This project consists of the development of a regional BMP that will divert wet-weather and dry-weather urban runoff from the Los Cerritos Channel to an underground infiltration gallery or storage system at Mayfair Park. The project consists of the development of final design documents for an innovative regional BMP at Mayfair Park that includes stormwater capture and use for irrigation. The diversion structure consists of an air-inflated rubber dam and inlet structure. The discharge options include sanitary sewer discharge or filtration and discharge into the storm drain system. Oliver is leading the project development team and coordinating these efforts with the City Project Team and leading the coordination with the LACFCD.

AB 530 Lower Los Angeles River Revitalization Plan, Vernon to Long Beach, Los Angeles County Department of Public Works, California

Project Manager. This project consists of the development of a visionary, community-based revitalization plan for the 19-miles of the Los Angeles River, from Vernon to Long Beach. The project is being developed in response to Assembly Bill 430, which requires the development of the Lower Los Angeles River Working Group and the development of a revitalization plan that addresses the unique and diverse needs of the Lower Los Angeles River. Oliver, on behalf of the LACFCD, Rivers and Mountains Conservancy, and Assemblyspeaker Rendon, is managing the direction of the technical documentation for the Working Group, the technical teams in assessing the multiple facets of the revitalization plan, which includes a robust Community Engagement Program, assessment of the Community Economics, Public Recreation needs, sustainable water resources, and environmental enhancement opportunities.

Echo Park Lake Rehabilitation Project, City of Los Angeles, Bureau of Engineering, Los Angeles, California

Project Manager. He managed the construction phase of this \$50 million project, including reviewing contractor submittals, responding to requests for information, and preparing weekly reports. This rehabilitation project was funded by the City's Proposition O Clean Water Bond. Project goals were to characterize the sediments of the existing lakebed, quantify contaminated soils, design in-lake improvements for a constructed wetland, design surrounding parkland BMPs, and provide vegetation, habitat, and parkland improvements.

Lake Hodges Reservoir Water Quality Assessment Study, City of San Diego, California

Project Manager. This project consists of an evaluation of the Lake Management issues in the reservoir and the development a conceptual design report with those recommendations. This study evaluated water quality challenges in the reservoir, including algae, regulatory demands, and quagga mussel controls in the reservoir. Scope of work also includes the development of a hydrodynamic model to estimate the potential changes to the reservoir as a result of the proposed alternatives including algae harvesting wetlands and a speece cone. He was responsible for managing the project, coordination with the stakeholders, conducting the conceptual alternatives workshop, and the development of the conceptual planning report documents.

State Route 73 Conversion from Pilot to Approved BMPs, Caltrans District 12

Technical Lead. Oliver evaluated pilot best management practices (BMPs) and developed improved skimmer designs for four pilot BMPs with skimmer outlets. This project provided a conversion plan of 22 pilot BMPs to permanent BMPs located along State Route 73 for the California Department of Transportation, and the re-design, construction, and installation of improved skimmers. He developed three concepts for improving the pilot BMP basins with skimmer outlets. These concepts consisted of improvements to the intake system, and operation and maintenance procedures.

Agua Hedionda and Calaveras Creek Channels Dredging Project, City of Carlsbad, California

Project Manager and Technical Lead. This project consists of the preparation of design plans and specifications for sloping rip rap drop structures and excavation to improve the flood control capacity of the channels. He is responsible for project management and for the development of the design documents for the City.

North Tecolote Canyon Creek Crossing, City of San Diego Public Utilities, California

Technical Lead. This project involves the development of stream crossings along the Tecolote Canyon. The stream crossings will support the City's Public Utilities to access and maintain the sewer pipeline system within the canyon areas of San Diego.

Regional Stormwater Facility Feasibility Study, City of San Jose, California

Technical Lead. The Regional Stormwater Facility Feasibility Study project consist of the evaluation of the City's requirements under the San Francisco Bay Municipal Regional Stormwater NPDES Permit for meeting Low Impact Development and Hydromodification requirements for developments and redevelopments. He was responsible for conducted the review of the permit requirements, evaluating similar programs and projects to address these requirements, and develop an approach for alternative compliance methods.

Experience Summary

Thom Epps is a water resources engineer who specializes in innovative stormwater modeling, high-resolution geospatial assessment, and green infrastructure prioritization in urban settings. Thom comes to consulting with a diverse academic background in geospatial analysis, hydrologic research, and stormwater management innovation that lends itself well to helping clients meet hydrologic goals and improve water quality while minimizing cost. He has studied watershed management strategies and hydrology in diverse settings across the United States (Greenville and Charleston, SC; Portland, OR; Knoxville, TN; San Diego and Los Angeles, CA) as well as in Australia (Melbourne, VIC), and in cities ranging in size, stormwater regulations, and management approaches.

Mr. Epps has conducted watershed assessment, hydrologic monitoring, and stormwater management research for several years in the academic realm and consulting before joining Craftwater. Since joining Craftwater, he has been involved extensively in the development and analysis of a larger number of Safe, Clean Water Program projects and submissions. His work employs state-of-the-science approaches, coupling proven hydrologic models with high-resolution geospatial assessment to improve model results and provide greater assessment potential to explore a full suite of options to meet client needs. He is skilled in LSPC, SUSTAIN, SWMM and other hydrologic models and he uses coding in Python and R to create custom analytical tools and enhance hydrologic information from available municipal datasets.

Relevant Experience

Ventura Regional Stormwater Capture Project, Ventura Countywide Stormwater Quality Management Program, 2019 to present. Led the identification of 50+ prioritized regional BMP opportunities County-wide and utilized stakeholder engagement to select and develop the 10 most impactful and institutionally-integrated project opportunities into detailed concepts to aid in BMP planning for the County in anticipation of revised Permits across County watersheds.

Rio Hondo/San Gabriel Revised Watershed Management Compliance Sensitivity/Certainty Analysis, City of Monrovia, 2020. Modeling lead the modeling, sensitivity, and certainty analysis in support of independent expert review of the novel compliance interpretations utilized in the Revised Enhanced Watershed Management Program for the Rio Hondo/San Gabriel River Water Quality Group. This study employed complex, iterative, and robust modeling analysis to assure the approach would result in resilient infrastructure solutions to be submitted for Safe, Clean Water Program funding.

Storm Water Harvesting and Use Study, City of San Diego, 2019 to present. Leading the geospatial screening, modeling, and quantification for various potential stormwater harvesting activities to quantify and compare these strategies to help the City of San Diego make focused decisions about how they might best incorporate these strategies into their water resources management programs.

Los Cerritos Channel Watershed Feasibility Studies, Richard Watson and Associates, 2019 to present. Lead modeler in the characterization of runoff and water quality and BMP optimization for 4 regional BMPs for Safe, Clean Water Program submissions. Each regional BMP represents unique site constraints and design parameters that were accounted for in modeling and configuration comparisons to ensure that each design is right-sized to the watershed it services and is constructed to utilize the most impactful capture reuse options that will contribute to broader region water resource goals.

Lower San Gabriel River Watershed & Lower Los Angeles River Watershed Project Feasibility Studies, John Hunter and Associates, 2019 to present. Lead modeler in the characterization of runoff and water quality and BMP optimization for 6 regional BMPs for Safe,

EDUCATION

PhD, Civil and Environmental Engineering (Water Resources), U. of Tennessee, 2018.

M.S., Biosystems Engineering Clemson University, 2012.

B.S., Industrial and Systems Engineering, Georgia Institute of Technology, 2004.

AREA OF EXPERTISE

Urban hydrology and stormwater management

Geospatial watershed assessment and modeling

Hydrologic and water quality modeling

Watershed management plan development

BMP modeling, evaluation, and design

Automated "big data" analysis

REGISTRATIONS/ AFFILIATIONS

American Society of Civil Engineers (ASCE)

American Water Resources Association (AWRA)

YEARS OF EXPERIENCE

5+ years

CONTACT

Email: Thom.Epps@craftwaterinc.com

Clean Water Program submission. Each regional BMP represents unique site constraints and design parameters that were accounted for in modeling and configuration comparisons to ensure that each design is right-sized to the watershed it services and is constructed to utilize the most impactful capture reuse options that will contribute to broader region water resource goals. Analysis was performed with consideration of other planned projects to ensure that BMPs are designed to work together and do not inhibit the performance of any other known regional projects.

Famosa Slough Watershed Master Plan, City of San Diego, 2018 to 2019. Supported hydrology and water quality modeling revision and led the BMP opportunity identification for Famosa Slough watershed. Focused BMP opportunities to address nutrient loading and to retrofit existing BMPs to improve their performance and provide the most cost-effective solutions for the watershed water quality goals.

Strategic Project Pilot Study for Compton Creek Watershed, Los Angeles County Department of Public Works, 2018 to 2019. Lead modeler for the development, implementation, and validation of a novel strategic method for stormwater capture project planning for the 2,680 square miles of watershed that is managed by Los Angeles County Flood Control District. High-resolution data and on-the-ground engineering provided the foundation for project identification and screening, then analytical tools were used to characterize potential performance using meaningful metrics (e.g., average annual volume captured, annual pollutant load captured). Iterative modeling and values-based ranking were used to develop the most impactful and cost-effective projects for the watershed. This modeling framework is currently being applied to additional watersheds as planning efforts in the region are refreshed.

Water Quality Characterization Study for Central Avenue Drain, Ventura County Watershed Protection District, 2018 to 2019. Modeled long-term (100+ years) runoff simulation for the characterization of runoff and effective BMP sizing for an agricultural watershed in Ventura County to inform design of a spreading basin. Included analysis to identify applicable water quality objectives for comparison, hydraulic modeling of various pretreatment configurations, and recommendations for treatment to protect surface water and groundwater resources.

Greenbelt Infiltration Project, City of Hermosa Beach, 2018 to 2019. Lead modeler for development of a preliminary design report for a regional stormwater capture facility. Headed modeling and characterization of runoff and water quality, as well as BMP optimization modeling to guide design decisions.

Culver Boulevard Stormwater Infiltration and Retention Project, City of Culver City. 2018 to 2019. Lead modeler in the development of baseline hydrology and water quality models as well as optimization of a regional BMP located in an important community parkway. A variety of BMP configurations were explored, modeled, and optimized to present the City with a variety of options that were jointly assessed against community desires and project outcomes. Ultimate recommendations represent an optimization process that truly accounted for the best scientific and engineering options as well as client wishes and community needs. Runoff contribution analysis for this project was utilized to secure a water quality/cost-sharing option for the client with an additional jurisdiction to account for water quality benefits deriving from runoff outside of Culver City boundaries. This analysis and approach were approved by the Los Angeles Regional Water Quality Control Board.

Green Street Implementation Plan for Dominguez Channel Watershed Management Area. 2017 to 2018. Lead modeling efforts on the creation of a green street implementation master plan for the Watershed Management Area in the Dominguez Channel watershed near Los Angeles, CA. Analysis included the use of high-resolution geospatial data to characterize the urban landscape so opportunities for green streets were accurately identified and optimization was hydrologically guided to rapidly generate the most cost-effective options for the client. The EPA SUSTAIN model was used in conjunction with custom scripting in Python and R to iterate over all possible configurations of BMP location, size, and type to identify the most cost-effective distributed applications of green infrastructure that will work in concert across the watershed to address water quality goals. Baseline water quality loading was modeled using LSPC to provide SUSTAIN models accurate and realistic pollutant loading data. Analysis considered and accounted for both planned and implemented regional BMPs by member jurisdictions so that recommendations do not overcompensate in areas where current projects are already functioning, or future projects are already planned.

Multi-Benefit Stormwater Capture Projects for USGR EWMP, City of Industry. 2017 to 2019. Lead modeler for baseline hydrology and water quality for seven stormwater capture projects that were identified by the Upper San Gabriel River (USGR) Enhanced Watershed Management Plan (EWMP) as priority projects to help jurisdictions located in the watershed meet compliance for water quality. Each project was assessed using spatial analysis to refine drainage area estimates and these were used in the WMMS modeling framework to develop baseline hydrology and water quality conditions for use in project optimization. Each site offers varying constraints and opportunities that determines the available options for stormwater capture and treatment. Projects were optimized in regard to modeling results and site constraints to provide recommended configurations for large-scale stormwater capture units that will provide the greatest water quality benefit for areas in the EWMP to help meet final compliance.



Kiernan Brtalik, CPSWQ, QSD/P

Director, Watershed Sciences

With over 13 years' experience, Kiernan oversees the implementation of various monitoring and assessment studies, permitting and compliance projects, and consultation for an array of watershed-scale programs. This includes the implementation of surface and groundwater monitoring programs driven by the Sustainable Groundwater Management Act (SGMA) and basin-specific Groundwater Sustainability Plans (GSPs), TMDLs, 303(d) listing status evaluations, and Best Management Practice (BMP) water treatment efficacy studies. Kiernan also supports numerous water quality NPDES permit compliance programs including Waste Discharge and Water Recycling Requirements for discharges for wastewater treatment facilities and dewatering activities, Municipal Separate Storm Sewer System discharges (Phase I, Phase II, and Caltrans MS4 permits), and stormwater discharge from construction sites and industrial facilities (Statewide IGP and CGP). He has participated in regional studies such as the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program and Southern California Bight Regional Monitoring Program. Furthermore, he supports clients in developing environmental planning documents to meet CEQA and other regulatory agency requirements.

EDUCATION

MESM, Water Resources and Conservation Planning, University of California, Santa Barbara. Bren School of Environmental Science & Management

BA, Philosophy and Business Management, Stony Brook University

CERTIFICATIONS/ REGISTRATIONS

Qualified SWPPP
Practitioner/Developer
(QSP/D) #26402

Certified Professional of Storm
Water Quality (CPSWQ) #1110

OSHA 40 Hour HAZWOPER
#91237

YEARS OF EXPERIENCE

13

SELECT PROJECT EXPERIENCE

Director, Ventura County Public Works Agency – Ventura River Algae TMDL Compliance Monitoring and Reporting, Ventura

Kiernan oversees the compliance monitoring and reporting services related to the Ventura River and Tributaries Algae, Eutrophic Conditions, and Nutrients TMDL (Algae TMDL). Monitoring and reporting activities are completed in accordance with the Comprehensive Monitoring Plan, which specifies protocol for water quality sampling and analysis; algae sample collection, processing, and testing; and continuous water quality data collection using remote data sondes. As part of this project, Kiernan coordinates Rincon's core technical staff, as well as activities across three additional partnering firms. His support to the client has been instrumental for receiving favorable outcomes in monitoring and reporting modification requests to the Regional Board.

Director, California Trout, Inc – Pollutant Source Identification Study for the Harvey Diversion Fish Passage Remediation Project, Santa Paula

Kiernan conceptualized this project with the client and oversaw the development and implementation of this investigation. Taking a phased approach, the team completed an initial desktop study followed by a field reconnaissance to site monitoring locations and develop schedules based on watershed conditions and local knowledge. The watershed has been segmented into discrete study areas to isolate potential sources of water quality impairment in the watershed (e.g., on-site wastewater treatment systems, sanitary sewer infrastructure, recreational activities, livestock and agriculture, natural sources, and stormwater). Analytical samples for FIB, human DNA markers, and other intrinsic tracers were collected routinely and during storm events to evaluate potential water quality drivers related to seasonal land uses, human uses, baseflow conditions, and overland flows related to storm events. Continuous water quality and level data were collected to inform the investigation. Reporting activities include quarterly updates, a final summary report, and stakeholder outreach to guide management actions for pollution prevention.

Project Director, Ventura County Watershed Protection District – Ventura Countywide Stormwater Monitoring Program, Ventura

Kiernan oversees stormwater monitoring and sampling activities to meet the Ventura Countywide MS4 Permit requirements. This program assesses potential impacts of MS4 discharges on receiving waters, evaluates overall health and long-term trends in water quality, and evaluates performance against TMDL targets and water quality objectives. Kiernan ensures staff are properly trained and equipped to conduct stormwater composite sampling, grab sample collection, and in-situ water quality parameter measurements at fourteen monitoring locations.

Project Manager/Director, Upper Ventura River Groundwater Agency – Groundwater Sustainability Plan Support Services, Ojai

Kiernan leads an interdisciplinary team of professional hydrogeologists, biologists, and fisheries biologists to support GSP development and ongoing implementation. Specific focus areas include interconnected surface water, Groundwater Dependent Ecosystem (GDE), sustainability criteria development and assessment through special studies and ongoing monitoring, monitoring plan development, and projects and studies to address data gaps (per SGMA requirements). Field data are collected, and data managed through AGOL tools. Kiernan works closely with GIS analysts and numeric modelers to evaluate simulated scenarios of groundwater and surface water elevation and discharge rates to assess potential effects to beneficial uses and users of groundwater. The team provides environmental compliance and permitting services related to the development of projects, including CEQA documentation and regulatory agency correspondence, permit applications, and permit compliance. In addition, grant writing support is provided for technical considerations of surface water and groundwater interconnectedness, monitoring approaches and strategies, and sensitive biological resources. Additional skills important to this project includes public outreach, engagement, and public presentations that include water agency, environmental, regulatory, and agricultural stakeholders.

Project Scientist, City of Ventura – Ventura Wastewater Treatment Facility NPDES Permit Compliance Monitoring in Santa Clara River Estuary, Ventura

Supports fish and habitat assessments for the City related to requirements in the current NPDES permit for discharge to the Santa Clara River Estuary. This permit authorizes discharges of treated water to the Santa Clara Estuary, and includes a schedule for ramping down discharges as the City recycles treated water for distribution. As part of this project, he helped the team develop a novel habitat monitoring approach to meet new requirements established by the updated NPDES permit (No. CA0053651, Order R4-2020-0024).

Project Scientist, City of San Diego – Los Peñasquitos Lagoon Sediment TMDL Compliance Monitoring and Special Study, San Diego

Kiernan planned, coordinated, and implemented the TMDL-driven water quality monitoring programs. Key achievements during this project include: Monitoring site selection, flow and water quality equipment installation, and station maintenance at eleven (11) riverine sampling locations; Development and maintenance of rating curves for low and high flow conditions using area velocity bubbler systems and field instruments including handheld velocity meters and acoustic doppler current profilers; Management of hydrological and lab analytical data to estimate flow and sediment transport; Calculation of event mean concentrations, and estimation of annual sediment load based on hydrologic data, which were used to demonstrate TMDL compliance; and annual compliance reporting to meet MS4 permit and TMDL requirements.

Project Scientist, Caltrans – Stormwater BMP Efficacy Study and TMDL Compliance Monitoring and Reporting, Various Counties/Cities, California

Kiernan assessed the efficacy of Caltrans' stormwater BMP technologies, as well as compliance with various TMDLs, he worked with a team of hydrologists and environmental scientists to monitor storm events and the receding hydrographs at treatment facilities in Caltrans District 8, 11, and 12. Caltrans' stormwater facilities collect and treat discharge from subdrainages within their right-of-way prior to discharge to receiving water bodies.

Project Manager and Technical Lead, Santa Ynez Band of Chumash Indians – Non-Point Source Management Plan, Santa Ynez, California

Kiernan prepared the 2020 Non-Point Source (NPS) plan update for submission to the United States Environmental Protection Agency to satisfy requirements of the NPS Pollution Control Program, as detailed in the Clean Water Act (CWA), Section 319. Under CWA Section 319, Native American tribes receive grant money to support a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects, and monitoring to assess the success of specific non-point source implementation projects. The plan presented an integrated approach to planning, implementing, and prioritizing actions to address NPS



pollution on the Reservation, in addition to a preliminary analysis of available water quality data to guide water quality management decisions. Both structural and administrative best management practices were recommended to protect the Zanja de Cota Creek watershed and groundwater resources.

Project Manager, Rancho Palos Verdes (sub to Anchor QEA) – Palos Verdes Peninsula Coordinated Integrated Monitoring Program, Palos Verdes

Kiernan managed a team of trained and experienced field staff to conduct stormwater monitoring as part of the Palos Verdes Peninsula CIMP outfall monitoring program. Core responsibilities were to ensure field teams were properly trained and equipped for mobilization to the outfall monitoring locations to collect aliquot samples, water quality field parameters, and to create composite time-weighted samples. This monitoring was completed in accordance with the CIMP to meet MS4 permit requirements.

Project Manager/Director, Central Coast Agriculture – Stormwater Hydrology Study, Los Alamos

Kiernan provided technical support related to Central Coast Agriculture's Lake and Streambed Alteration Agreement (LSAA) with California Department of Fish and Wildlife (CDFW) for its property located in Los Alamos. Rincon is developing a hydrology study in accordance with CDFW's request for additional information to finalize the LSAA. This hydrology study will inform stormwater management considerations at the property to protect water quality and natural habitats.

Technical Lead, Central Coast Agriculture – Stormwater Management Plan, Buellton and Los Alamos

Providing technical support related to Central Coast Agriculture's Stormwater Management Plans for its two farms located in Buellton and one farm located in Los Alamos, California. Rincon is assisting in evaluating stormwater management needs for these farms, joining site visits and consulting on appropriate solutions.

Project Scientist, City of San Diego – Shelter Island Yacht Basin Copper TMDL Monitoring, San Diego

Kiernan was responsible for the collection of time weighted grab samples for storm monitoring. In addition, he was co-author for annual monitoring reports. As part of the reporting requirements, he calculated event mean concentrations, and estimation of annual Copper load based on hydrologic modelling data using EPA SWMM. These results were used to demonstrate TMDL compliance.

Project Scientist, National Steel and Shipbuilding Company – South San Diego Bay Shipyard Sediment Study, San Diego

As field sampling technician, Kiernan provided field support for sediment sample collection within San Diego Bay. Sample locations were targeted based on dredge footprint areas and were selected to determine whether the cleanup of toxic sediment was complete. Sediment cores were collected from the water surface, utilizing Vibracore technology, which penetrates an aluminum tube up to six feet below the seabed level. Sample cores were segmented based on material type and depth, and sample aliquots from each soil type were composited and delivered to the laboratory analysis.





Christopher Julian

Principal Regulatory Specialist

Chris has 20 years of experience as an environmental consultant, including 12 years as an interdisciplinary project manager. His technical emphases include environmental analyses under NEPA and CEQA, all aspects of California and federal stream and wetlands permitting (including agency coordination and negotiations, jurisdictional determination, wetlands functional assessment, and 404(b)(1) analysis), and endangered species permitting. He effectively assists clients in developing strategic regulatory compliance solutions, and has managed and prepared highly complex CEQA, NEPA, and ESA documents. Chris also has an extensive stream ecology background, encompassing lake and stream bioassessments, surveys for aquatic wildlife species, and mapping of aquatic habitats. He is a trained wetlands delineator and a Fully Trained California Rapid Assessment Method (CRAM) practitioner and has provided training on environmental permitting to various organizations throughout California.

EDUCATION

BS, Aquatic Biology, University of California, Santa Barbara

CERTIFICATIONS/ REGISTRATIONS

California Rapid Assessment Method Trained: Riverine and Estuarine Wetlands

California Rapid Assessment Method (CRAM) Fully Trained Practitioner, 2012

Elkhorn Slough Foundation Blunt-Nosed Leopard Lizard Workshop, 2009

Elkhorn Slough Foundation California Red-Legged Frog Survey Training, 2013

Los Angeles County SEATAC Biologist

YEARS OF EXPERIENCE

20

SELECT PROJECT EXPERIENCE

Biological Resources Task Leader, Ojai Valley Sanitary District – Ventura River Algae Inventory Study, Ventura County

Supervised a team of aquatic biologists in a long-term study of algal distribution and abundance in the Ventura River. The project has been ongoing since 2004 and includes monthly surveys at a suite of sample sites along the lower river both upstream and downstream of the Ojai Valley Sanitary District's wastewater treatment plant outfall. Many physical, chemical, and biological factors are measured at each site, including algal cover, irradiance, streamflow, nutrient concentrations, and abundance of grazers to discern the factors controlling algal distribution and abundance in the river.

Biological Resources Task Leader, City of Goleta – Lake Los Carneros Limnology Study, Santa Barbara County

Chris oversaw a team of biologists conducting monthly assessments of the overall health of Lake Los Carneros, a manmade catchment, during drought conditions. Physical and chemical characteristics were evaluated to establish a body of baseline environmental information that could be used to track trends over time. Provided recommendations to the City of Goleta regarding possible options intended to maintain water levels, improve water quality, and enhance the lake ecosystem.

Lead Reviewer, Ventura County Watershed Protection District – Flood Control Maintenance Program EIR, Ventura County

Responsible for cover-to-cover senior technical review of a Program EIR prepared in support of an updated flood control manual for the Ventura County Watershed Protection District. The project included preparing a comprehensive inventory of the District's flood control facilities, and identifying requirements relative to biological, cultural, and other resources that would apply to maintenance of each facility. The intent of the project was to facilitate comprehensive federal and state permitting for impacts to jurisdictional waters that would occur during maintenance activities.

Biologist Resources Lead, City of Santa Barbara – Goleta Slough Mouth Management Biological Assessment, Santa Barbara County

Chris provided biological services in support of preparation and permitting of a maintenance program for the mouth of the Goleta Slough at Goleta Beach County Park. He assisted with a biological assessment to maintain water levels within the Goleta Slough which included agency coordination and exploring pumping options. Growing concern over an increasing waterfowl population in the Goleta Slough near airport runways prompted this assessment, which resulted in the development of a wildlife management plan. Development of this maintenance program is intended to reduce the risk of bird strike at the adjacent Santa Barbara Airport and alleviate public health concerns related to mosquito breeding, without jeopardizing rare, threatened, and endangered species or their habitat. The project also involved preparation of a wildlife hazard assessment for bird aircraft strike hazards by a qualified FAA airport wildlife biologist.

Principal in Charge, Casitas Municipal Water District – Robles Dam and Diversion Facility Operations and Maintenance Permitting, Ventura County

Guided a multi-disciplinary team of permitting professionals securing programmatic permits for operation and maintenance of the Robles Dam and Diversion Facility and related water diversion infrastructure on the Ventura River. The project included 404/401/1600 permits, including associated technical studies, Section 7 and Section 106 consultations, and CEQA and NEPA review. The project was subject to oversight by the U.S. Bureau of Reclamation, and was intended to streamline the multiple permits required so that maintenance and repairs could be conducted timely and the diversion could operate at design capacity.

Principal in Charge, Goleta Water District – Pipeline Blowoff Replacement Program, Santa Barbara County

Oversaw a multi-disciplinary team supporting the District's replacement of several pipeline blowoff valve outlets in coastal streams in and around the city of Goleta. Each project included an aquatic resources delineation, biological and cultural resources surveys, and preparation of agency permit applications. Key issues included the feasibility of alternatives, presence of California red-legged frog and Southern steelhead and designated critical habitat for these species, work in and near public parks, and topographically constrained work areas.

QA/QC and Technical Advisor – United Water Conservation District – Freeman Diversion Renovation, Operation, and Maintenance Project, Ventura County

Provided quality assurance and guidance to biologists developing a multi-species Habitat Conservation Plan and related technical studies and regulatory permit application packages for renovation of the Freeman Diversion facility on the Santa Clara River. The project was highly controversial, with deadlines for the regulatory permit applications and other submittals specified by a consent decree stemming from litigation over the facility's effects on Southern steelhead migration in the river.

Principal in Charge, Montecito Water District – Juncal Pipeline Emergency Repair at Fox Creek, Santa Barbara County

In response to severe storms in January 2023, Christopher led a team of biologists, archaeologists, and stormwater professionals facilitating replacement of the Juncal pipeline, a critical piece of water delivery infrastructure that was exposed and severely damaged during the storms. Services included preparing emergency notifications to the USACE, RWQCB, and CDFW, and negotiating a Temporary Use Permit from the Los Padres National Forest. Biological and archaeological surveys were conducted, and the project's limits were adjusted to avoid sensitive resources. During construction, Christopher's team provided biological, archaeological, and stormwater monitoring services to ensure the project did not adversely impact the Santa Ynez River, which supports the California red-legged frog and arroyo toad in this region. Nesting bird surveys and monitoring were also performed, as this time-sensitive repair was conducted during the peak of the nesting season.

Principal-in-Charge, Santa Clarita Valley Water District – Honby Pipeline Replacement Project, Los Angeles County

Oversaw biologists preparing aquatic resources permit applications for replacement of a major water supply pipeline crossing the Santa Clara River in the Santa Clarita Valley. The team prepared applications for Clean Water Act Section 404 and 401 coverage, and a Streambed Alteration Agreement. An alternatives analysis and compensatory mitigation plan accompanied the applications, as required by the Regional Water Quality Control Board.





EDUCATION

MS, Forestry Sciences,
California Polytechnic State
University, San Luis Obispo

BS, Forestry and Natural
Resource Management,
California Polytechnic State
University, San Luis Obispo

CERTIFICATIONS/ REGISTRATIONS

Qualified SWPPP Practitioner/
Developer (QSP/D) #27416

Qualified Industrial SWPPP
Practitioner (QISP) #1192

Certified Professional in
Erosion and Sediment Control
(CPESC) #9476

YEARS OF EXPERIENCE

10+

EXPERIENCE

Rincon Consultants, Inc.
(2022 to present)

Tetra Tech
(2017 to 2022)

Pulau Corporation
(2016)

Morro Bay National Estuary
Program
(2013 to 2015)

AmeriCorps Watershed
Stewards Project
(2011 to 2013)

Thomas Sanford, QSD/P, QISP, CPESC

Watershed Scientist and Water Quality Specialist

Thomas is a highly experienced Watershed Scientist who has a wide-ranging expertise in surface water and groundwater resource management. He is skilled in the collection, analysis, and interpretation of water quality data and is well versed in the design and implementation of monitoring programs that assess long-term trends, effectiveness of best management practices (BMPs), and pollutant source impacts to groundwater, surface water, and aquatic resources. In addition to his technical expertise, Thomas has a thorough understanding of various water quality permitting programs including Waste Discharge Requirements, Municipal Separate Storm Sewer System (MS4) permits (Phase I and Phase II), and construction and industrial general permits (CGP and IGP). Thomas's technical expertise in surface water and groundwater resource management, combined with his knowledge of various water quality permitting programs, allows him to provide technical evaluation of water quality conditions, conceptualize impediments and solutions, and offer effective regulatory support. He can help clients navigate the complex regulatory landscape and ensure compliance with permit conditions, while also developing effective management strategies to protect and improve water quality.

SELECT PROJECT EXPERIENCE

Environmental Scientist, City of Malibu – Coordinated Integrated Monitoring Program (CIMP) for the North Santa Monica Bay Coastal Watersheds, Malibu

Thomas participated in an interdisciplinary team that developed the CIMP annual report. Thomas's responsibilities focused on the organization and analysis of precipitation, stream flow, wet/dry weather receiving water and outfall water quality, and other technical data for compliance with applicable TMDLs, WQBELs, receiving water limitations, and action levels. The data assessments required thorough knowledge of the program and the ability of organize data from a variety of sources and formats. Through his analyses, the team was able to identify the effectiveness of implemented stormwater and non-stormwater control measures and overall compliance with the MS4 permit.

Environmental Scientist, Central Coast Water Quality Preservation, Inc. – Central Coast Cooperative Monitoring Program, Various Counties/Cities, California

The agricultural community developed the Central Coast Cooperative Monitoring Program to meet the requirements of the General Waste Discharge Requirements for Discharges from Irrigated Lands (Ag. Order) issued by the Central Coast Regional Water Quality Control Board. Thomas served as field lead for two of the three monitoring units that comprise the program, and his field responsibilities included surface water quality sampling, flow monitoring, coordination with multiple laboratories, training of field personnel, and ensuring that field personnel follow correct protocols. In addition to his field contributions to the program, Thomas was integral in the development of the program's annual report including determination of applicable TMDL and Basin Plan Water Quality Objectives, calculation of TMDL and Basin Plan Water Quality Objective exceedance rates, and interpretation of statistical trends.

Environmental Scientist, Los Angeles Department of Water and Power – Harbor Generating Station Stormwater Compliance Assessment, Wilmington

Tom participated in an interdisciplinary group of scientists and engineers whose aim was to assess IGP compliance options for the power plant. He analyzed historical water quality data to determine magnitude and frequency of permit limit exceedances, conducted a thorough pollutant sources assessment and BMP placement survey that identified potential high priority drainage areas and BMP placement locations. Additionally, he was critical in the development of BMP feasibility matrix that summarized potential BMP options, costs, and likelihood of permit compliance.



Environmental Scientist, Central Coast Water Quality Preservation, Inc. – Central Coast Groundwater Monitoring Program, Various Counties/Cities, California

The Central Coast Groundwater Monitoring Program required the sampling of thousands of domestic and irrigation wells throughout the Central Coast of California. To help facilitate this task, Thomas helped develop a data collection application that leveraged large well and agricultural ranch datasets and was used to manage collected field data. The application allowed program managers to efficiently schedule and track field activities over a large geographic area. Following completion of field activities, Thomas conducted a comprehensive completeness check that identified outstanding ranches yet to be sampled. The completeness check required the analysis and careful organization of large water quality and ranch datasets. Thomas also conducted the preliminary groundwater quality data analysis by comparing results to established limits and identifying groundwater basins and sub-basins that commonly exceeded the established limits.

Environmental Scientist, San Diego Unified Port District – Marine Terminal Stormwater Monitoring Program, San Diego

Thomas was highly involved in the development and implementation of the Port's Marine Terminal Stormwater Monitoring Program. Thomas assisted in the development of the Monitoring Program's design including the selection of stormwater sampling constituents, sampling locations, sampling frequency, and proper grab and auto-sampling techniques. He was field lead in the annual deployment of auto-sampling equipment which required confined space entry and developed a precipitation and discharge runoff model that was used to program auto-samplers for flow-paced sampling. Thomas also developed a tidal model that was used to predict future tidal elevations in relation to the invert elevations of targeted sample locations. Additionally, Thomas participated in the development of the Monitoring Program's Effectiveness Assessment where he helped determine stormwater effluent and BMP effectiveness criteria for various temporal and spatial scales.

Monitoring Coordinator, Morro Bay National Estuary Program – Annual Benthic Macroinvertebrate Bioassessment, Morro Bay

Thomas was the field lead for the Morro Bay National Estuary Program's annual benthic macroinvertebrate bioassessment and is well versed in the implementation of the Surface Water Ambient Monitoring Program (SWAMP) bioassessment protocol including field collection of macroinvertebrates, benthic algae, and physical habitat in wadable streams. He also maintained and updated the Morro Bay National Estuary Programs bioassessment database which was used to determine trends in various taxa metrics and biotic indices.

Watershed Scientist, Upper Ventura Groundwater Agency – Groundwater Dependent Ecosystem Monitoring, Ventura County

Tom oversaw field staff in the planning and deployment of long-term surface water monitoring equipment to assess potential interconnection between surface water and groundwater. Tom analyzed various factors including geological characteristics of the area, hydrological patterns, historical water level data, and ecological significance to identify the most appropriate locations for water level sensor deployment. Through his expertise and in-depth knowledge of hydrology, he ensured that the chosen locations would provide valuable and representative data for further analysis. Once the locations were selected, Tom coordinated with the field staff to execute the deployment of the monitoring equipment. He oversaw the installation process, ensuring that the sensors were placed accurately and calibrated appropriately. As the monitoring equipment started gathering data over an extended period, Tom's role evolved into data management and analysis. He carefully compiled and organized the collected information, including water levels, flow rates, and other relevant parameters.

PUBLICATIONS/PRESENTATIONS

Surfleet C, Sanford T, VanOosbree G, Jasbinsek J. Hydrologic Response of Meadow Restoration the First Year Following Removal of Encroached Conifers. *Water*. 2019; 11(3):428.





EDUCATION

PhD, Environmental Engineering, University of Southern California

BS, Chemical Engineering, University of California, Santa Barbara

CERTIFICATIONS/ LICENSES

Licensed Professional Civil Engineer (California), #87757

Certified 40-hr HAZWOPER

EXPERIENCE

13 years total

4 years with Rincon

OFFICE LOCATION

Los Angeles, California

Ryan Thacher, PhD, PE

Director of Site Assessment and Remediation

Dr. Thacher is an environmental engineer with over 13 years of experience in developing strategic, creative solutions to complex environmental issues. He is frequently engaged in technically demanding projects involving contaminated environmental media, water quality, and water resources. Dr. Thacher has extensive experience developing and executing technical, defensible studies to evaluate contaminant fate and transport in groundwater and surface waters and using methods of environmental forensics to identify contaminant sources or determine timing of a release. Dr. Thacher has applied his expertise in environmental chemistry to projects involving chlorinated hydrocarbons, petroleum hydrocarbons, and emerging contaminants including per- and polyfluoroalkyl substances (PFAS), 1,4-dioxane, and hexavalent chromium. In addition, Dr. Thacher has experience in stormwater permitting and compliance under the Industrial General Permit, Construction General Permit, and Municipal Separate Storm Sewer System programs. Further, he has helped design and implement modeling studies to site and design diffusers, and to evaluate the impact of industrial discharge and treated wastewater on receiving waters. Dr. Thacher is also involved in California water supply and drought issues, with expertise in hydrodynamics and water quality within California's Bay-Delta estuary.

EXPERIENCE RELEVANT TO DEPARTMENT OF WATER RESOURCES

Director-in-Charge/Technical Advisor, Multiple Clients – Watershed Sanitary Survey (WSS) Updates, California

- Oversaw development of WSS updates for the Santa Barbara Desalination Plant, Carlsbad Desalination Plant, City of Poway (Lake Poway), and the City of Stockton
- Contribute technical oversight to the City of Sacramento for WSS updates for the Sacramento and American Rivers

Technical Lead, Byron-Bethany Irrigation District (BBID) – Administrative Civil Liability Complaint Support, Byron, California

Performed a forensic evaluation of source water contributions to the BBID intake in the Sacramento-San Joaquin Delta during a two-week period following curtailment orders issued by the Department of Water Resources in response to an Administrative Civil Liability Complaint.

Project Manager and Technical Lead, Western States Petroleum Association – NPDES Permit Renewal Technical Support, San Francisco Bay Area, California

Modeled near-field and far-field plume behavior of effluent discharged from diffusers at four industrial facilities in the San Francisco Bay using Visual Plumes. Modeled plume behavior over a range of tidal and seasonal conditions to determine dilution at the edge of the mixing zone to support National Pollutant Discharge Elimination System (NPDES) permit renewals.

Testifying Expert, Private Developer (Confidential Client) – Administrative Civil Liability Complaint Support, Orange County, California

Planned and implemented an evaluation of sediment discharge from a mass graded construction site in Orange County, California, and its impact on beneficial uses of receiving waters. Dr. Thacher testified in front of the San Diego Regional Water Quality Control Board in January 2022.

Project Manager and Technical Lead, United States Department of Justice (DOJ) Facilities (Confidential Client) – Stormwater Compliance/Litigation Support, California

Provided technical support to the DOJ in response to two Clean Water Act citizen suits alleging violations of effluent limitations of the Industrial General Stormwater Permit at northern California and southern California facilities. Dr. Thacher conducted a review of water quality data collected from monitoring locations at each facility for comparison with effluent limitations and applicable water quality standards in receiving waters, in addition to considering dilution as a result of tidal fluctuations.

Director-in-Charge, Mission Springs Water District – Technical Review of Proposed Changes to Waste Discharge Requirements (WDRs), Desert Hot Springs

Evaluated WDRs proposed by the Colorado River Basin Regional Water Quality Control Board for a wastewater treatment plant (WWTP) related to nitrogen and total dissolved solids effluent limitations and supported negotiations between parties.

Director-in-Charge, Mission Springs Water District – Administrative Civil Liability Complaint Support, Desert Hot Springs, California

Evaluated potential for harm consistent with State Water Resources Control Board enforcement policy following the unpermitted discharge of secondary treated wastewater. Prepared a technical memorandum to support settlement discussions with the Colorado River Basin Regional Water Quality Control Board.

Project Manager and Technical Lead, City of Antioch, City of Stockton, and City of Brentwood, WaterFix (currently named Delta Conveyance) Administrative Hearings – Technical Support in Anticipation of Litigation, Northern California

Supported multiple cities in the State Water Resources Control Board administrative hearings on the petition filed by the California Department of Water Resources and U.S. Bureau of Reclamation requesting changes in water rights for the California WaterFix Project. Quantified anticipated water quality impairment from proposed WaterFix operations based on Delta Simulation Modeling results and drafted testimony.

Contract Manager, Metropolitan Water District – Professional and Technical Services for Bay-Delta Issues, Sacramento-San Joaquin Bay-Delta

Managing the on-call contract for General Environmental Planning, Permitting, and Regulatory Processes (CEQA/NEPA); Carbon Capture Storage; and Scientific & Technical Report Writing, Briefing Material Development, and Grant Writing. Supported Metropolitan in securing a \$20M grant for a proposed project on Bouldin Island.

Director-in-Charge, Metropolitan Water District – Hazards Assessment for Rail Replacement Project, La Verne

Developed and implemented a shallow soil assessment along a rail line proposed for replacement adjacent to a water treatment facility. Assessed soils in the construction envelope for human and environmental risk to mitigate potential impacts during construction and supported soil management strategy.

Director-in-Charge, Atascadero Mutual Water Company – Groundwater PFAS Source Identification, Atascadero, California

Developed a conceptual fate and transport analysis and analyzed groundwater PFAS data to support a forensic investigation in anticipation of litigation. Planned and implemented groundwater sampling to assess a potential source of Class B firefighting foam to the basin.

Director-in-Charge, City of San Diego – Groundwater PFAS Source Identification, San Diego, California

Investigated PFAS sources to groundwater at a single supply well in anticipation of litigation through a review of PFAS groundwater data, local hydrology, and nearby suspected PFAS release sites.

Director-in-Charge, City of Redlands – Site Investigation for PFAS Impacts, Alabama Street Septage Ponds, Redlands, California

Conducting a soil and groundwater assessment of PFAS impacts at a former septage disposal site. Actively engaged with the City of Redlands and the Santa Ana Regional Water Quality Control Board to conduct additional assessment and develop a remedial approach.

Technical Advisor, Flooring Manufacturer (Confidential Client) – Proposition 65 Liability Assessment for PFAS Discharges, Orange County, California

Assessed the transport and fate of PFAS from an industrial wastewater stream in Los Angeles to evaluate if the facility was potentially liable under Proposition 65.





Steve Howard

Senior Fisheries Biologist

Steve Howard is a certified fisheries professional with 23 years expertise in water quality assessment, instream flow studies, fish and aquatic invertebrate population analysis, aquatic studies including fishery and amphibian habitat assessment and population surveys, Endangered Species Act consultations, fish and amphibian species identification, fish passage assessment, and wildlife population surveys. Steve has performed numerous projects in aquatic habitats ranging from high elevation lakes and streams to coastal estuaries and lagoons.

Steve has been involved in permitting large power projects and smaller instream projects throughout California. Steve has conducted fish population surveys in southern and central California estuaries for the endangered tidewater goby and has conducted surveys for unarmored threespine stickleback in the Santa Clara River and Santa Ana sucker surveys in various southern California drainages. Steve has performed California red-legged frog and arroyo toad surveys in southern and Central California. Steve has provided expert analyses to various CEQA and NEPA documents on steelhead related projects in southern California.

EDUCATION

BS, Freshwater Fisheries,
Humboldt State University

CERTIFICATIONS/ REGISTRATIONS

Certified Fisheries
Professional, American
Fisheries Society

PERMITS

Federal 10(a)(1)(A) permit for
Tidewater Goby, Unarmored
Threespine Stickleback, Santa
Ana Sucker, and California
Red-legged Frog.

AFFILIATIONS

American Fisheries Society
Desert Fishes Council
American Institute of Fisheries
Research Biologists

YEARS OF EXPERIENCE

23

SELECT PROJECT EXPERIENCE

Lead Biologist, Edison Canal Bank Stabilization Restoration Project – Ventura County Watershed Protection

Following a series of large storm events, a bank failure occurred at an energy dissipation device receiving inflows from the surrounding agriculture fields. Steve served as the lead biologist operating under Section 10(a)(1)(A) Recovery Permit to capture and relocate the federally listed tidewater goby (hereafter, goby) because construction activities could result in the “take” of the species. Through this project, Steve managed the in-water operations during tidal swings as the project required work near the Mandalay Generating Station.

Field Manager, City of Ventura – Santa Clara River Estuary Metals Translator Study, Ventura County, California (2001)

Steve conducted a yearlong investigation focused on determining the metals translators for copper, nickel, zinc, and lead in the Santa Clara River Estuary. There are chemical differences between the Ventura Water Reclamation Facilities (VWRF) discharge effluent and the receiving Santa Clara River water. The Metals Translator Study determined what fraction of metals in the VWRF effluent were dissolved in the receiving water, and therefore bioavailable to aquatic species in then estuary. Steve was the lead field manager on the Santa Clara River Estuary Metals Translator Study for the City of San Buenaventura.

Field Lead and Manager, City of Ventura – Santa Clara River Estuary Bioassessment, Ventura County, California (2001-2002)

Steve designed and conducted this bioassessment study which involved stratified sampling of several estuarine habitats for benthic macroinvertebrates in the Santa Clara River estuary. The macroinvertebrate data were used to characterize assemblage diversity and to develop relationships between species abundance, density, richness and microhabitat preferences (grain size, salinity tolerances, etc.). The objective of this study was to support the City and LAWRQCB in the development of defensible wastewater discharge criteria to the estuary.

Field Lead, United Water Conservation District – Santa Felicia Dam FERC Relicensing, Ventura County, California

Steve was the field lead on fish population and bioassay, water quality, and instream flow studies during a Traditional Licensing Process (TLP) for Santa Felicia Dam on Piru Creek in the Santa Clara River watershed. The fish population study focused on southern California fish species including the endangered southern California steelhead. Steve designed and implemented a fish survival bioassay using hatchery trout placed in live net pens to evaluate the survivability of rainbow trout during highly fluctuating dissolved oxygen conditions below the dam. Dissolved oxygen concentrations would decrease well below the critical thresholds for rainbow trout. This study was designed to understand limiting factors that could be contributing to the low population densities or lack of rainbow trout/steelhead presence in Piru Creek. Steve also lead an instream flow study using the PHABSIM model to assess flow requirements for various life stages of rainbow trout/steelhead in Piru Creek and the Santa Clara River below Santa Felicia Dam.

Senior Biologist, United Water Conservation District (UWCD) – Santa Clara River Surface Water Requirements Study, Ventura County, California

Steve was part of a technical team that collaborated with federal resource agencies to develop a Multiple Species Habitat Conservation Plan (MSHCP) for operations and maintenance activities of the Freeman Diversion on the Santa Clara River. Steve designed and implemented a flow study that ultimately informed operations that provided flows for downstream migrant steelhead smolts. Fish species covered under the plan include southern California steelhead, Pacific Lamprey, Santa Ana Sucker and Tidewater Goby. Steve worked with the District hydrologist to evaluate effects downstream of the diversion based on a hydrologic model that used over 60 years of hydrologic and ground water data to evaluate effects to migrating steelhead and Pacific Lamprey migrating between the ocean and the diversion. The modeling results were the basis for the development of operating scenarios that were evaluated using Indicators of Hydrologic Alteration (IHA) and other quantitative and qualitative metrics that ultimately resulted in a final operating scenario that reduced effects as much as practicable while allowing the project to fulfill its purpose and need.

Fisheries Biologist, United Water Conservation District – Section 7 and Section 10 Consultations, Ventura County, California

Steve, while working as an employee to the District and later as a consultant, was involved with federal section 7 and section 10 consultations with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service. The section 7 consultations were related to operations and maintenance at the Freeman Diversion and Santa Felicia Dam on Piru Creek. The section 10 consultation was related to operations and maintenance at the Freeman Diversion following the elimination of a federal nexus to the project. These consultations were related to operation and maintenance effects to federally listed species including but not limited to aquatic species such as steelhead, tidewater goby, Santa Ana sucker, arroyo toad and California red-legged frog.

Field Lead and Manager, County of Ventura, Ventura River Steelhead Passage and Habitat Assessment, Ventura County, California

Steve conducted a steelhead habitat and passage assessment for the County of Ventura and cooperating agencies that were part of the development of a Habitat Conservation Plan (HCP) for the Ventura River. Steve was the lead fisheries biologist in charge of assessing potential steelhead passage barriers and habitat quantity and quality on North Fork Matilija Creek and San Antonio Creek, both tributaries to the Ventura River. These data were used in the effect's analysis for the HCP. Challenges faced during this project included numerous man-made pools that were not permanent but needed to be quantified and qualified as temporary and excessive growth of instream macrophytes that temporarily changed some of the habitat structures. Steve modified the habitat mapping methodology to appropriately address these challenges.

Project Manager and Fisheries Biologist Caltrans and Granite Construction – Arroyo Paredon Creek Tidewater Goby Surveys, Santa Barbara County, California

Steve conducted pre-construction tidewater goby surveys and capture and relocation activities in the Arroyo Paredon Lagoon in Carpinteria, California. Caltrans and the County of Santa Barbara removed sediment from under the highway 101 bridge to address flow capacity issues that arose following the Thomas Fire in 2017 and early 2018. Steve was the federal permitted biologist on this project and with the assistance of Rincon biologists captured and relocated over 300 tidewater gobies and other lagoon fishes from the project site.





EDUCATION

BS, Biological Oceanography,
Humboldt State University

CERTIFICATIONS/ REGISTRATIONS

National Marine Fisheries
Service (NMFS) Certified
Marine Mammal Observer
(current)

NMFS and CA DF & W Invasive
Species Caulerpa Certified
(current)

US Coast Guard 100 Ton
Captain (current)

American Academy of
Underwater Science, Diving
Safety Officer (current)

40-Hour HAZWOPER Trained
and Supervisor (current)

First Aid/CPR/Oxygen
Administration (current)

Transportation Worker
Identification Credential
(TWIC) (current)

YEARS OF EXPERIENCE

xxxxxx

EXPERIENCE

Rincon Consultants, Inc.
(2014 to present)

Derek Lerma

Marine Resources Manager/Senior Marine Scientist

Derek is Rincon Consultants' Marine Resources Manager, and a Senior Marine Scientist. He has comprehensive and diverse experience executing project management of marine, estuarine, and coastal resources and development of regulatory documents, mitigations strategies, and monitoring programs for capital improvement construction and development projects. Derek possesses expansive knowledge of California marine ecosystem habitats, function, protected species, and potential impact vectors with extensive and diverse experience in multidisciplinary study design, field execution, data analysis, report preparation, regulatory integration, and technical supervision. He acted as Project Manager and Senior Marine Scientist for the development of multiple Integrated Natural Resources Management Plans (INRMPs), Environmental Impact Statements (EIS), construction monitoring, biological characterizations, and marine special studies for federal, state, city and private clients. His biological expertise includes submerged aquatic vegetation (eelgrass) ecology, subtidal and intertidal marine biological characterizations and impact assessments, beach ecology, estuarine systems and essential fish habitat analysis. Additional technical skills and knowledge encompasses diving safety, marine mammals, acoustics, aquatic invasive species, water quality monitoring, sediment evaluations and regulatory consultations.

SELECT PROJECT EXPERIENCE

Multidisciplinary Biological Resource Monitoring and Characterizations

Project Manager, City of Malibu – Broad Beach Restoration Project Marine Habitat Mapping and Monitoring, Malibu

Derek is currently the Project Manager and Lead Scientist implementing a complex marine habitat mapping and monitoring program along the coast of Malibu, California. Derek and Rincon staff marine scientists took over the development and completion of the Project's Marine Monitoring and Mitigation Plan (MHMMP) and gained approval from the California Coastal Commission and other regulatory agencies (USACE, EPA, NMFS, and CDFW) in August 2017. The mapping and monitoring program includes the use of high resolution multi-beam sonar and unmanned aerial vehicle (UAV) imagery to document habitat extent at six separate locations covering nearly 10 miles of coast line. Derek oversees and lead the design and data collection efforts for the assessment of six different habitat types including sand beach, rocky intertidal, surfgrass, eelgrass, rocky subtidal and sandy subtidal. The monitoring program will be conducted over 10 years and serve to assess impacts from a major sand nourishment event planned for Broad Beach.



Project Manager, City of Santa Barbara – Marine Resource Planning, Surveys and Monitoring, Charles Meyers Desalination Plant Reactivation Project, Santa Barbara

Derek served as the Project Manager and Senior Marine Scientist providing comprehensive marine resources support for the Santa Barbara Desalination Reactivation Project (Project) in Santa Barbara, California. Derek's and Rincon developed and implemented multiple regulatory plans and programs for various sensitive resources in the coastal and nearshore environment. Plan development included a Sensitive Marine Species Monitoring Plan, Turbidity Monitoring Plan, Grunion Monitoring Plan and the Offshore Anchoring Plan. Rincon marine scientists conducted beach and offshore surveys using remote sensing, SCUBA, and water quality instrumentation to evaluate the physical and biological resources within the Project area. Surveys included inspections of the intake structures, pipeline and nearshore habitat as well as marine mammal, grunion and water quality assessments consistent with Water Board and Coastal Development Permit requirements. Rincon provided NOAA/NMFS qualified scientific divers and biologist for eelgrass, Caulerpa, marine mammal and water quality monitoring programs. Rincon developed and implemented innovative monitoring programs, standard operation procedures, environmental training and best management practices for Project construction contractors outlining prescribed permit requirements and monitoring methods. Rincon provided weekly and final reporting deliverables that included a summary of survey and monitoring data, maps, photographs and a description of project activities.

Project Manager, US Navy NAVFAC SW – Naval Base Point Loma Fuel Pier Replacement Project, Marine Mammal and Protected Species Monitoring and Compliance, San Diego Bay

Derek served as the project manager and senior marine scientist in charge of all aspects of pre, during and post construction surveys and monitoring for the Navy Base Point Loma Fuel Pier Replacement Project (Project) in San Diego Bay, California. Responsibilities included designing, conducting and managing marine species survey and monitoring efforts used to establish existing conditions for marine mammals, Green sea turtles, fish, eelgrass, water quality, and sediment resources as well as mitigate construction activity impacts. Derek was responsible for overseeing and directing a broad range of marine services work including supervision of survey and monitoring efforts, coordination with U.S. Navy operations and construction personnel, consultation with regulators, budgeting, data analysis and annual reporting. Project Data products included complex acoustic analysis, marine mammal take estimates, Geographic Information Systems (GIS) mapping, and complex on-water logistics.

Senior Marine Scientist, Sunroad Enterprises Inc. – Harbor Island Restaurant Eelgrass Mitigation and Monitoring, San Diego

Rincon continues to provide eelgrass mitigation and monitoring consulting services to Sunroad Enterprises Inc. after completing pre- and post-construction phases of the Harbor Island restaurant. Rincon has provided multiple quantitative assessments of eelgrass habitat in the Project area and reference site in conformance with the California Eelgrass Mitigation Policy (CEMP). Rincon developed the project mitigation monitoring plan approved by National Marine Fisheries Service and U.S. Army Corps of Engineers and will be conducting the eelgrass transplant in July 2020 and monitoring through 2025.

Project Manager, Naval Post Graduate School – US Navy Naval Facilities Engineering Command Southwest Division (NAVFAC SW) Acoustic Thermometry Ocean Climate (ATOC) Cable Marine Habitat Special Study, Point Pillar

Derek served as the Project Manager and Senior Marine Scientist, under contract with NAVFAC SW overseeing the design, implementation, and performance of an environmental evaluation and biological characterization strategy to examine and document the effects of a cable removal for a one kilometer inshore portion of the ATOC cable. The purpose of the investigation was to identify, quantify, and document the potential adverse impacts that the cable placement and removal process had on the associated and adjacent subtidal marine biological communities. Derek designed surveys to document pre- and post-removal conditions, both short and long term, with respect to changes in the density and richness of marine invertebrates and algae affixed to and present alongside the cable, as well as document the potential presence/absence of species of special concern. Derek served as the diving safety officer and lead scientific diver for a team of scientists using SCUBA and surface-supplied air to conduct standardized survey methods including quadrats, band transects, uniform point contacts, fish counts and photo points to evaluate spatial and temporal changes in biological communities associated with the cable and its removal. The monitoring work included analytical evaluation of the data using an analysis of variance and development of annual and final reports.



Project Manager, US Navy NAVFAC SW – Permanent Transect Eelgrass Monitoring, San Diego Bay

Derek served as the Project Manager and Senior Marine Scientist, under contract with NAVFAC SW directing the execution eelgrass monitoring in San Diego Bay. The surveys were conducted bi-annually to examine annual, seasonal, and regional changes in eelgrass cover. A total of 25 permanent transects were grouped by region, within similar depth and overlying water conditions, and evaluated over successive years during the same season from 2007 to 2015. The study used single beam sonar to examine final scale density, distribution, and bathymetry within five perennial eelgrass beds within each of the five ecoregions of San Diego Bay. The monitor documented the seasonal variability in eelgrass cover and density of specific eelgrass beds, to examine links between regional trends in eelgrass distribution, and to potentially identify contributory natural and anthropogenic events. Permanent eelgrass transects assist in tracking fluctuations of bay-wide eelgrass bed density and health, identifying ecoregion differences, and lending additional information for achieving regulatory compliance in regard to eelgrass banking by the U.S. Navy.

Marine Resources Project Manager, Broad Beach Geologic Hazard Abatement District – Marine Habitat Mitigation and Monitoring Plan (MHMMP) Spring Sampling Project, Malibu

The Marine Habitat Mitigation and Monitoring Plan (MHMMP) was prepared by Rincon and accepted by California Coastal Commission and other regulatory agencies as part of requirements outlined in the BBGHAD's Coastal Development Permit to allow the residents of Broad Beach to implement a sand nourishment project along Broad Beach. The sand nourishment involves the placement of 300,000 cubic yards of sand every five years and interim nourishments of up to 75,000 cubic yards of sand per year to protect coastal private property and recreate a sandy beach. Monitoring and mapping stipulated in the MHMMP is a requirement of the CDP and the Army Corps of Engineers 401 permit to assess project related impacts and identify potential mitigation needs. Derek oversaw and helped conduct fine scale habitat mapping and monitoring of the supratidal, intertidal, and subtidal marine habitats and communities from Point Dume to the Los Angeles/Ventura County line. Habitat mapping also utilized remote sensing conducted using the Rincon Unmanned Aerial Vehicle (UAV).

Marine Resources Project Manager, Kiewit – Santa Barbara Desalination Reactivation Project, Santa Barbara

Derek is working as the marine scientist revising the offshore anchoring plan and sensitive marine species mitigation and monitoring plan for the project. He developed a turbidity minimization and monitoring plan and currently providing construction monitoring and also conducted marine mammal surveys both on and off shore.

Marine Resources Project Manager, Tierra Data, Inc. – Scientific Diving And Safety On-Call Services, Naval Facilities in the Southwestern United States

Rincon is assisting with as needed scientific diving and safety consulting services related to existing and future contracts, including the NAVFAC SW Marine IDIQ contract. Rincon's Marine manager, Derek, is providing consultation for scientific diving and safety on an as needed basis as well as on-site support to oversee previously developed standard operating procedures and best management practices for marine species monitoring and surveys.

Marine Resources Project Manager, County of Santa Barbara Public Works – Goleta Beach Bridge Replacement Project, Goleta

Derek provided preconstruction presence and absence surveys for Eelgrass and Caulerpa.

Project Manager, Naval Weapons Station – Seal Beach Facility Improvement Project, Seal Beach

Provided project management throughout the sediment testing and reporting portions of the project related to analysis of proposed dredging activities and disposal alternatives for the NWS Seal Beach Facility Improvement to the Ammunition Pier and Turning Basin.

Project Manager-Marine Resource Planning, IDE Americas, Inc. – Charles E. Meyer Desalination Plant Reactivation Project, Surveys and Monitoring, Santa Barbara

Derek served as the Project Manager and Senior Marine Scientist for the Rincon team that provided comprehensive environmental support for Kiewit Construction and IDE for the reconstruction of the Santa Barbara Desalination Reactivation Project in Santa Barbara, California. Derek and Rincon developed and implemented multiple regulatory plans and programs for various sensitive resources in the various watersheds, coastal zone, and nearshore environment. Rincon provided overall compliance tracking and reporting, conduct storm water and contaminated soils investigations, and performed sensitive resource surveys and monitoring. Rincon developed and implemented innovative monitoring programs, standard operation procedures, environmental training and best management practices for construction team and the City.



Project Manager, Broad Beach Geologic Hazard Abatement District – Broad Beach Restoration Project Marine Habitat Mapping and Monitoring, Malibu

Derek is currently the Project Manager and Lead Scientist implementing a complex marine habitat mapping and monitoring program along the coast of Malibu, California. Derek and Rincon staff marine scientists developed the Project's Marine Monitoring and Mitigation Plan that was approved by the California Coastal Commission and other regulatory agencies (U.S. Army Corps of Engineers, U.S. EPA, National Marine Fisheries Service, and California Department of Fish and Wildlife). The mapping and monitoring program includes remote sensing sonar and unmanned aerial vehicle habitat mapping at six separate locations covering nearly 10 miles of coast line. Derek oversees and lead the design and data collection efforts for the assessment of sand beach, rocky intertidal, surfgrass, eelgrass, rocky subtidal and sandy subtidal habitats. The monitoring program will be conducted over 10 years and serve to assess impacts from a major sand nourishment event planned for Broad Beach.

Project Manager, Moffat & Nichol – Kinder Morgan Marine Fuel Terminal Wharf 118/119, Environmental Compliance Services Port of Los Angeles, Wilmington

Derek served as the Project Manager and Senior Marine Scientist for Rincon overseeing compliance services related to essential fish habitat, eelgrass, marine mammal, and water quality resources for engineering firm Moffat & Nichol (M & N) and the Port of Los Angeles for 14 months. Rincon reviewed permit conditions, developed monitoring plans, participated in project constraints discussions, provided environmental training materials, and performed survey, monitoring and reporting services consistent with permit conditions and Port of Los Angeles environmental division procedures.

Project Manager, US Navy NAVFAC SW – Naval Weapons Station Seal Beach Sediment and Eelgrass Evaluation, Seal Beach

Derek was the project manager and senior marine scientist for conducting physical and biological assessments of Naval Weapons Station Seal Beach's proposed ammunition pier reconstruction project located in Anaheim Bay, Seal Beach, California. Derek managed environmental assessments including a sediment characterization, eelgrass mapping and beach surveys to document existing conditions for the Environmental Assessment and identify the preferred alternative with respect to guiding the engineering design of the proposed new ammunition pier. Derek worked interactively with ManTech Inc. and the U.S. Navy on the Environmental Assessment in developing environmental constraints with respect to the design build options and interfaced with the base command and NAVFAC SW planners in evaluating proposed alternatives, sequencing, and regulatory thresholds. Rincon led the sediment characterization including development of the Sampling Analysis Plan, evaluation of the laboratory analysis, reporting, and presentation of the results to the Southern California Dredge Material Management Team. The proposed project included the removal or movement of 1.2 million cubic yards of material and mitigation site development.

Project Manager/Lead Marine Scientist, Port of Los Angeles (subconsultant to Michael Baker), Sediment/Water Quality/Biological On-Call Services, Los Angeles County

Derek serves as the Project Manager and Lead Scientist for Rincon overseeing Rincon's role in supporting Michael Baker International for the Sediment/Water Quality/Biological On-Call services in the Port of Los Angeles. Derek and Rincon have conducted marine, coastal, and terrestrial assessments and compliance services related to wildlife, plants, trees, essential fish habitat, eelgrass, marine mammals, and water quality resources for a diversity of Port of Los Angeles monitoring programs, capital improvement projects, and proposed redevelopment plans. Rincon has worked directly for the Port of Los Angeles environmental division as well as engineering and heavy construction firms performing general resource surveys, compliance monitoring, and reporting consistent with permit conditions and Port of Los Angeles environmental division procedures.

Project Manager/Lead Marine Scientist, Port of Long Beach (subconsultant to Michael Baker), Sediment/Water Quality/Biological On-Call Services, Long Beach

Derek serves as the Project Manager and Lead Scientist for Rincon overseeing Rincon's role in supporting Michael Baker International for the Sediment/Water Quality/Biological On-Call services in the Port of Long Beach (Port of Long Beach). Rincon has provided biological assessment and compliance services related to avian wildlife and water quality resources for Port of Long Beach and its tenants. Rincon has worked directly for the Ports environmental, maintenance, and real estate divisions developing resource avoidance and minimization strategies, deterrent methods, and conducting surveys.



ADDITIONAL PROJECT EXPERIENCE

Biological Resource Evaluations

- **Role**, Kiewit Infrastructure West Co. – Charles E. Meyer Desalinization Plan Reactivation Project Environmental and Biological Services, **Location**
- **Role**, Acoustic Thermometry Ocean Climate (ATOC) – Cable Marine Habitat Special Study, Point Pillar
- **Role**, Sunroad Enterprises – Sunroad Enterprises Harbor Island Restaurant Essential Fish Habitat, Eelgrass, and Caulerpa Evaluations, San Diego
- **Role**, City of Oceanside – San Diego County Shoreline Feasibility Study, Nearshore Survey, San Diego County
- **Role**, US Army Corps of Engineers (under subcontract to Moffett Nickel) – **Project**, **Location**
- **Role**, **Client** – Permanent Transect Eelgrass Monitoring, San Diego Bay
- **Role**, US Navy NAVFAC SW – Naval Base Point Loma Fuel Pier Replacement Project, Marine Mammal and Protected Species Monitoring and Compliance, **Location**
- **Role**, **Client** – Naval Weapons Station Seal Beach Sediment and Eelgrass Evaluation, Seal Beach

NEPA/CEQA

- Marine Resources Section Author, **Client** – San Diego Bay Integrated Natural Resources Management Plan, San Diego Bay
- **Role**, US Navy & San Diego Unified Port District – **Project**, **Location**
- Marine Resources Section Author, **Client** – Fish, and Sea Turtles, Silver Strand Training Complex EIS, **Location**
- **Role**, Man-Tech SRS – **Project**, **Location**
- Project Manager and Marine Resources Technical Lead, Navy Base Ventura County – San Nicolas Island INMRP, US Navy NAVFAC SW, Ventura County
- Author Marine Resources Section, City of Oxnard – Oxnard Local Coastal Plan Update, Ventura County
- Author Marine Resources Section, City of Port of Hueneme – Mitigated Negative Declaration, Wharf Replacement, Port Hueneme
- Author, Port of San Diego – Revision to Marine Biological Resources Section of B Street Mooring Dolphin Draft EIR, San Diego
- Marine Resources Section Author, US Navy & San Diego Unified Port District – San Diego Bay Integrated Natural Resources Management Plan, San Diego County
- Marine Resources Section Author, Man-Tech SRS – Fish, and Sea Turtles, Silver Strand Training Complex EIS, **Location**

Biological Monitoring

- Project Manager, League Travis – Embarcadero Property Reconstruction Acoustic/Marine Mammal Monitoring, San Luis Obispo County
- Project Manager, Sunroad Enterprises – Harbor Island Eelgrass Mitigation Restoration Monitoring, San Diego County
- Project Manager, Enthalpy Analytical – Ventura Wastewater Sediment NPDES Monitoring, Ventura County
- Project Manager, ManTech International Corporation – NWS Seal Beach Ammunition Pier Biological Monitoring, Orange County
- Project Manager, Vernadero Group Incorporated – NAVFAC SW Natural Resources IDIQ, San Diego County
- Project Manager, Tierra Data Inc. – San Clemente Island Navy Cable Survey, San Diego County
- Project Manager, Carollo Engineers Inc. – Morro Bay, Outfall Inspection, San Luis Obispo County
- Project Manager, Rasmussen Inc. – Rasmussen POLA Willmington Waterfront Project, Los Angeles County



- Project Manager, Anchor QEA – POLB Marine Mammal Monitoring Anchor QEA, Location
- Project Manager, Manson Construction Company – Oceanside Harbor Maint Dredging Bio Supt, Location
- Project Manager, Ventura Port District – Eelgrass and Caulerpa Surveys Dock Replacements Biological Monitoring, Ventura County
- Project Manager, GHD – GHD Long Beach Terminal MM Monitoring, Los Angeles County
- Project Manager, John S Meek Company Inc. – Jilks Vopak MOTEM Wharf Marine Monitoring, Location

Construction Monitoring

- Project Manager, Winspear Construction LLC – WinSpear USCG San Pedro Mammal Monitoring, City of San Pedro
- Project Manager, John S Meek Company Inc. – Santa Cruz Island Scorpion Pier Replacement Construction Monitoring, Ventura County
- Project Manager, Ventura Port District – Ventura Harbor Dock Replacement Water Quality Monitoring and Reporting, Ventura County

Environmental Consultation

- Project Manager, GHD – Morro Bay Launch Ramp Design Build Project Environmental Consultation, San Luis Obispo County
- Project Manager, County of Los Angeles Department of Beaches and Harbors – Pinniped Management Plan Env Consult, Los Angeles County
- Project Manager, Michael Baker – Port of Long Beach As Needed WQ, SQ and Bio Resources, Los Angeles County
- Project Manager, IDE Americas Inc. – Offshore Intake Compliance Services Env Consultation, Santa Barbara County
- Surveys
- Project Manager, Various Clients – Survey Projects, Various Counties/Cities, California
- Project Manager, Michael Baker – Port of Los Angeles Terr Bio Surveys, Los Angeles County
- Project Manager, Sunroad Enterprises – Sunroad Eelgrass Mitigation Plan, San Diego County
- Project Manager, R E Staite Engineering Inc. – South San Diego Harbor Maintenance Dredging, San Diego County
- Project Manager, Ventura Port District – Ventura Sediment WQ Assessment, Ventura County

ADDITIONAL WORK EXPERIENCE

- Tierra Data Inc. (2007 to 2014)
- American Marine (2002 to 2007)
- Channel Islands National Park (1994 to 2002)
- Humboldt State University Foundation (1988 to 1994)

REFERENCE

Josh Capito, Director of Regulatory Compliance, IDE Americas, Inc.

760-795-3555 x222 | Josh.Capito@ide-americas.com



Rincon Consultants, Inc.
Environmental Scientists · Planners · Engineers



EDUCATION

BS, Agricultural Engineering
Technology, California
Polytechnic State University,
San Luis Obispo

YEARS OF EXPERIENCE

33

EXPERIENCE

Rincon Consultants, Inc.
(2023 to present)

County of Ventura Public
Works Agency, Watershed
Protection
(1990 to 2023)

Bill Carey

Hydrology and Water Quality Specialist

As a County of Ventura Public Works Agency employee, ensured that Ventura County complied with NPDES Permit water quality monitoring requirements. Maintained operational use of flow and water quality instrumentation and NPDES sampling stations by selecting sites, designing, installing, and programming equipment. He oversaw and trained staff in water quality and discharge measurement procedures, equipment installation, stage/discharge rating table development and site selection. Bill has performed official streamflow records computation following USGS procedures for major streams in Ventura County. Installed stream gauges, rain gauges and weather stations throughout Ventura County with many now being part of the County's flood warning system. Specified and maintained relational databases that held streamflow, rainfall, and water quality data. Maintained stream gauge equipment for monitoring movement of Matilija Dam as required by the California Department of Water Resources, Division of Safety of Dams. Well versed in monitoring equipment installation and troubleshooting, especially remote data loggers.

SELECT PROJECT EXPERIENCE

Ventura County Public Works Agency – San Antonio Creek Spreading Grounds, Ojai

Specified and installed streamflow instrumentation for San Antonio Creek at Grand Avenue. Assisted in the installation of SCADA instrumentation for controlling the diversion pipe gate at the upstream diversion structure. Established telemetry for sensors located at the diversion and at Grand Avenue.

Ventura County Public Works Agency – Stormwater Sampling Equipment, Ventura County

Designed, installed, and maintained several vandal resistant solar powered stormwater sampling stations for outfalls and streams in cities within Ventura County. Sites have refrigerators, pumps, rain gauges, flow monitoring equipment and are telemetered for remote data collection and control. Oversaw water quality sampling teams during storm events and programmed sampling sites for flow weighting of composite samples. Developed and maintained discharge rating tables for the sites.

Ventura County Public Works Agency – Ventura River Algae TMDL Compliance Monitoring and Reporting, Ventura

Developed original procedures for data sonde installation, operation, maintenance and data retrieval from the Ventura River, San Antonio Creek, and Canada Larga Creek. Reviewed and edited sonde data for use in an annual TMDL report.

Ventura County Public Works Agency – Piru Spreading Grounds, Piru

Specified area velocity sensors, telemetry equipment, batteries, solar assembly, and vandal proof enclosure for the Piru Spreading Ground Facility. Edited sensor data after storm events to ensure accurate flow volume calculations.

Ventura County Public Works Agency – Bioassessment, Ventura County

Assisted Aquatic Bioassay Labs in the collection of bioassessment data for streams throughout Ventura County.

PUBLICATIONS/PRESENTATIONS

2010 CASQA presentation on maximizing use of technology for stormwater composite sampling.







EDUCATION

PhD, Environmental Science,
Tutelage and Management of
Natural Resources, University
of Bologna, Italy

PhD, Geoscience, Marine
Geology, Federal University of
Rio Grande do Sul, Brazil

MSc, Environmental Science,
University of Bologna, Italy

BSc, Environmental Science,
University of Bologna, Italy

YEARS OF EXPERIENCE

13

EXPERIENCE

Rincon Consultants, Inc.
(2022 to present)

Coastal Environments Inc.
(2017 to 2022)

Integrated Geoscience
Research Group, University of
Bologna
(2009 to 2016)

Frederico Scarelli, PhD

Coastal Adaptation & Resilience Specialist

Dr. Scarelli has over 13 years of experience designing, planning, and executing nature-based solutions and climate resilience projects for coastal communities, as well as assessing coastal hazards and sea level rise vulnerability. His expertise includes conducting coastal process studies, restoration of coastal systems, shoreline modeling, data processing and analyses, and preparation of master plans and monitoring plans for private clients and governmental agencies worldwide. Dr. Scarelli has developed cutting-edge approaches to advance coastal projects in the US, Europe, Asia, and South America, including the construction of the biggest artificial reef in the U.S. for growing giant kelp forest, the implementation of a UNESCO Men & Biosphere Reserve in Kazakhstan, and development of cost-effective nature-based solutions for coastal restoration in southern California, Brazil, and Italy. His leadership within these projects aided the conservation of coastal resources, facilitated decision-making processes, and provided tools for disadvantaged communities to increase their resilience against climate change.

SELECT PROJECT EXPERIENCE

Lead Project Scientist, Southern California Edison – Monitoring Sand Movement, Dredging, and Best Management Practice for San Dieguito Lagoon Wetland, Del Mar

Dr. Scarelli developed cutting-edge methods to systematically monitor sand movement and beach width on the beaches of Solana Beach and City of Del Mar using data from SANDAG's Regional Shoreline Monitoring Program. Additionally, he was in charge of post-processing historical datasets and topographic surveys, creating a database in a GIS environment, and developing a Shoreline Changes model using the GIS tool Digital Shoreline Assessment System developed by USGS. During the dredging of San Dieguito Lagoon's inlet, he provided technical support for preparing permits, processing topographic surveys, assisting the placement of approx. 26,000 cy of dredging sands on Del Mar Beach, and writing technical reports.

Coastal Scientist, Valley Water – Planning and Monitoring Support for the Calabazas/San Tomas Aquino Creek Marsh Connection Project, Santa Clara County

The project developed alternatives for restoring the marsh area while addressing key issues that include flood protection, sediment transport and sediment supply, erosion and sea level rise, mercury biogeochemistry, addressing infrastructure and other site constraints, and ensuring community engagement and environmental justice. Dr. Scarelli provided support during the workshops and stakeholder meetings, ensuring the project would meet the primary objectives established for the restoration efforts.

Project Manager and CO-PI, USC & Sea Grant California – Coastal Dune Restoration at Tijuana Estuary, San Diego

Dr. Scarelli wrote the grant and designed the experimental treatments for the study, conducted the project's technical aspects, supervised the topographical surveys using drones, post-processed the data, prepared technical reports, and managed subcontractors and the financial aspects of the Project. Sea Grant California has awarded the Project \$250,000 for 3-years project. The project's primary goal is to rebuild the coastal dune using Green Engineering to restore the coastal environment and protect the most extensive wetland in Southern California against sediment intrusion and sea-level rise.

Coastal Scientist, City of Ventura – Sea Level Rise and Coastal Hazard Analysis for the Anastasi Development, Ventura

The project is to prepare technical studies and a CEQA environmental review for a mixed-use development project situated within the City of Ventura Coastal Zone. An Initial Study-Mitigated Negative Declaration was prepared for the proposed development. Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the site, which includes assessing impacts due to groundwater rise. The analysis was conducted following California Coastal Commission guidance and using the best available science and results from CoSMoS.

Project Manager & Coastal Scientist, City of Oceanside – Develop a Nature-based Solution Project and a Grant Application, Oceanside

The Project is supporting designing Nature-based Solutions concepts, assess regulatory pathways, develop monitoring parameters and prepare grant application to restore coastal dunes and retain sand by applying low-cost green-engineering techniques (e.g., sand fencing and seeding), and enhancing and restoring the San Luis Rey River ecosystem and local coastal resource value. Dr. Scarelli is leading the development of the design concept and the monitoring program, as well as he is supervising the geophysical surveys, and assisting the City on identifying the best grant opportunity for funding the project and supporting preparing the grant application. The goals are to restore natural dynamics and ecosystem of San Luis River's mouth, and improve sand management along the city's coastline while enhancing coastal ecosystem and increasing coastal resilience against sea level rise and coastal hazard.

Coastal Scientist, City of Ventura – Climate Change Vulnerability Assessment, Ventura

The project assessed how climate change might impact vulnerable community members, natural resources, buildings and facilities, and services and infrastructure in the City of Ventura. The assessment provides a foundation to develop required climate adaptation goals, policies, and implementation programs for the City's Public Safety Element. Dr. Scarelli developed adaptive measures related to the potential impacts due to sea level rise and flooding.

Lead Coastal Scientist, Coastal Environments, Inc – Analysis of Sea Level Rise at South San Diego Bay, Imperial Beach

Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the proposed development following the California Coastal Commission guidance and using the best available science and publicly available data including results from CoSMoS. The study evaluated the potential impact of sea level rise, including risks of damage and flooding, to new developments at Imperial Beach. The study required analysis of the sea level rise projections for 2070, 2090, and 2100 as proposed by the California Coastal Commission. It also included the determination of design parameters to minimize risk to the project due to sea level rise and coastal hazard impacts.

Lead Coastal Scientist, Coastal Environments, Inc – Analysis of Sea Level Rise at North San Diego Bay, Coronado

Dr. Scarelli prepared a site-specific Sea Level Rise and Coastal Hazard Analysis for the proposed development following the California Coastal Commission guidance and using the best available science and publicly available data including results from CoSMoS. The study assessed the potential impact of sea level rise, including risks of damage and flooding, to a new development in Coronado, as well as the potential impact on coastal resources and coastal habitats. The study required analysis of the sea level rise projections for 2070, 2090, and 2100 as proposed by the California Coastal Commission. It also included the determination of design parameters to minimize risk to the project due to sea level rise and coastal hazard impacts.

Lead Project Scientist, City of Del Mar – Assessment of Camino Del Mar Bridge Replacement, Del Mar

Dr. Scarelli gathered and processed the bathymetry dataset for the analysis, processed the results from the hydrological model, and co-authored the final assessment report. The study provided a health assessment for the San Dieguito Lagoon, investigating the proposed alternatives to re-design the bridge, which connects Highway 101 over the lagoon inlet channel, evaluated channel bathymetry, and used numerical models to predict changes in water level, flow velocity, tidal prism, and inlet channel sedimentation.

Lead Project Scientist, General Dynamics NASSCO – Current Velocity, Direction, depth, and Temperature Profile Measurements, and Progressive Speed Trial, San Diego

Dr. Scarelli provided technical support to set up the current meters, post-process and analyze the collected data, and write technical reports to present the results of the launch and the Ship Progressive Speed Trial results of MATSON Hull 601. The study collected current velocity (north and east), temperature, and depth during launch and the Ship Progressive Speed Trial for NASSCO's Matson Hull 601 Container ship.





Lilly Rudolph, AICP

Senior Environmental Planner

Lilly is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Lilly has developed a broad background of experience ranging from preparing community plans and form-based codes to overseeing civic engagement and outreach strategies. She has processed residential, commercial, agricultural, and industrial development applications for cities and counties and has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects.

EDUCATION

MPA, Baruch College, City
University of New York
BA, International Relations,
University of California, Davis

CERTIFICATIONS/ REGISTRATIONS

American Planning
Association, American
Institute of Certified Planners
(no. 023166)

AFFILIATIONS

Central Coast Section of the
California Chapter of the
American Planning
Association Board member
(2011 to 2018, and
2020 to present)
American Planning
Association California Chapter
Conference Mobile Workshop
Chair (2019)
Leadership Ventura
(2013 to 2014)

YEARS OF EXPERIENCE

18

EXPERIENCE

Rincon Consultants, Inc.
(2015 to present)

SELECT PROJECT EXPERIENCE

Project Manager, City of Oxnard On-Call Permit Processing, Oxnard

Lilly oversees a team of planners to provide current and long-range planning services. Rincon's contract planners process a variety of projects ranging from the development of complex and economically important Sakioka Farms Business Park Specific Plan area and Wagon Wheel development to processing conditional use permits for commercial projects and dozens of ministerial wireless telecommunication facility applications. Our long-range planning team is preparing an inclusionary housing ordinance and other ordinance updates to implement programs of the 6th Cycle Housing Element update and is managing the City's Housing Element consultant. In this role, Lilly is managing the preparation of a zoning code update and CEQA Guidelines update.

Project Manager, City of Oxnard On-call Environmental CEQA/NEPA Consulting Services, Oxnard

Lilly is the project manager and point of contact for Rincon's On-call Environmental California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Consulting Services contract with the City of Oxnard. In this capacity, Rincon's CEQA and NEPA technical team prepares CEQA negative declarations, mitigated negative declarations and environmental impact report and NEPA environmental assessments and environmental impact statements.

Project Manager, County of Ventura Land Use Planning Services

Lilly oversees Rincon contract with the County of Ventura's Resource Management Agency, Planning Division for land use planning services. In this capacity, she oversees a team of planners who act as an extension of City Staff. Rincon planners review and process a variety of development applications, ranging from zoning clearance for simple single-family residential additions and swimming pools, to complex conditional use permits for industrial and agricultural projects, and other types of applications requiring the issuance of various levels of administrative or discretionary review.

Project Manager, City of Grover Beach – City of Grover Beach Conservation and Open Space Element Update and ND, Grover Beach

Lilly was the project manager for the City of Grover Beach Conservation and Open Space Element Update. The Conservation and Open Space Elements were last updated in 1973. Lilly led the Rincon team to update required



Project Manager/Contract Planner, City of Malibu – Various Projects, Malibu

Lilly has provided contract planning services for the City of Malibu for seven years. In this capacity, Lilly reviews applications for conformance with City policies and development standards, coordinates with applicants, City staff, and other reviewing bodies, prepares staff reports and resolutions, and presents projects before decision makers at public hearings. Lilly processed complex and controversial development projects on parcels with physical constraints such as bluffs, landslides, archaeological resources, steep slopes, environmentally sensitive habitat area, and visual resources. As an extension of staff, she made every effort to quickly adopt the City's workflow processes, writing and communication styles, and seamlessly integrate into the workplace culture.

Contract Planner, City of Malibu – Civic Center Northeast Specific Plan and Coastal Development Permit Post-Approval Revisions, Malibu

Lilly oversaw the post-approval process for the City of Malibu Civic Center Northeast Specific Plan and Coastal Development Permit. She conducted plan checks to confirm that construction drawings included required project details such as architectural features, adequate landscaping and open space, vehicle impact protection devices, and vehicular, bicycle, and equestrian parking. She also reviewed and provided recommendations for post approval project modifications to accommodate unanticipated components associated with electrical vehicle charging stations and utility infrastructure. During construction, Lilly performed site visits to monitor compliance with conditions of approval and environmental mitigation measures.

Contract Planner, City of Malibu – Paradise Cove Wastewater Treatment Plant Upgrade Coastal Development Permit, City of Malibu

The Paradise Cove Wastewater Treatment Plant Upgrade project involved processing after-the-fact permits for the unpermitted construction of a recycled water plant, disinfection equipment, electrical equipment, and a pipeline. The unpermitted work was subject to a Los Angeles Regional Water Quality Control Board Cease and Desist Order and a City of Malibu Stop Work Order. The project site is located in an area with biological and cultural resources. Lilly served as an extension of City of Malibu Planning Department staff to clarify the complicated project chronology and identify the permitting roles of multiple state, regional, and local agencies. She also reviewed and interpreted the project plans, oversaw the preparation of environmental documentation, and prepared a staff report that included complex environmental analysis describing impacts to environmentally sensitive habitat area. She prepared and presented a detailed presentation before the Planning Commission, addressed questions, and coordinated with the property owner to monitor compliance with project conditions and mitigation measures.

Project Manager, City of Ventura – Beach Maintenance Coastal Development Permit, Ventura

Lilly is assisting the City of Ventura Public Works Department with services to support the issuance of a Coastal Development Permit for maintenance and repairs for three beachfront drainages and outfalls within the coastal zone. Flooding hazards occur within the public road rights-of-way adjacent to these three areas due to blockages of the drainage systems caused by the buildup of sand and sediment, vegetation overgrowth, and accumulation of cobblestones. The proposed repairs and maintenance would prevent future flood hazards in the public right-of-way. The Project sites are all located within the City of Ventura Local Coastal Program area and therefore subject to the provisions of the California Coastal Act. The Rincon team is conducting stakeholder outreach and coordinating with the California Coastal Commission and City staff to obtain the required permits necessary to complete this work.

Project Manager, City of Ventura – Pierpont Beach Management Work Plan, Ventura

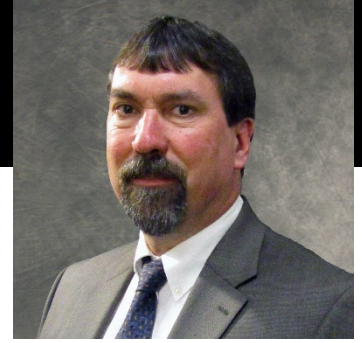
Lilly is overseeing Rincon's role in support the City of Ventura Public Works Department to prepare a work plan to update a previously drafted Pierpont Beach Management Plan that was stalled due to multiple unresolved issues. The work plan includes a list of required technical studies, a recommendation for the appropriate level of CEQA analysis, recommendations for the contents of a sand maintenance program, dune restoration and vegetation plan, mitigation monitoring requirements, operations and maintenance responsibilities, and required permit approvals. Preparation of the work plan involved extensive coordination with multiple stakeholders, including staff from California Coastal Commission, California State Parks staff, Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), and California State Coastal Conservancy.





Steve Allen PE

Technical Director



Location

Eureka, CA

Experience

26 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1996
- Civil Engineer, CA #62021

Key technical skills

- Hydrology, Hydraulics, Floodplain Design, Fish Passage, Channel Restoration, Wetland Mitigation, Stream Bank Protection, Bioengineering Designs
- Open Channel Water Conveyance, Water Quality, Stormwater Management, Flood Control, Construction Services, and Regulatory Compliance in Sensitive Environments

Memberships

- American Society of Civil Engineers (ASCE), North Coast Branch, Past President / Director
- California Stormwater Quality Association
- Salmonid Restoration Federation
- Floodplain Management Association
- Cal Poly Humboldt School of Engineering Advisory Board, Vice Chair

Relevant experience summary

Steve Allen brings over 26 years of experience to our team, overseeing projects involving a mix of municipal and civil infrastructure including hydrology, hydraulics, stormwater, water supply, water storage and distribution, municipal engineering, floodplain design, fish passage, diversion screening, channel restoration, fluvial geomorphology, wetland design, stream bank protection, bioengineering techniques, mitigation banking, stormwater management, flood control, open channel water conveyance, grading plans, erosion and sediment control design and plans, construction services, and regulatory compliance in sensitive environments. Steve has served in a high-level leadership capacity for our restoration experience on the West Coast (notably leading our West Coast Water Restoration Group) and has led habitat restorations, enhancements, and passage improvements for federal and state agencies, tribal entities, special districts, counties, cities, and non-profit groups.

Martin Slough Tidal Habitat Enhancement

Principal-in-Charge, Designer
City of Eureka | Eureka, CA

Responsible for project that evaluated tidal slough for habitat enhancement, drainage routing, flood prevention, and maintain adjacent land use for working agricultural lands and a municipal golf course. Alternatives included an improved tide gate with improved fish passage conditions, wider slough channels, off-channel ponds, agricultural bridges, and golf cart bridges. Assisted with special studies and project permitting and has overseen design and construction for this multi-year project that restores muted tidal action to one of the most productive Coho estuaries in Humboldt Bay, just south of Eureka. GHD completed a wetland delineation and prepared a biological assessment while simultaneously completing final design and bid documents. New muted tide gates

have been installed, with construction of upstream phases expected to be completed in 2021.

Eel River Estuary and Centerville Slough Ecosystem Enhancement

Principal-in-Charge
CalTrout | Humboldt County, CA

Responsible for this 1,600-acre ecosystem enhancement project, which will improve geomorphic and ecosystem function in order to enhance habitats for native fisheries and aquatic species, support waterfowl and wildlife species, and benefit agricultural land management capacity and uses by decreasing and more effectively managing onsite flooding and sedimentation. In addition to design, GHD prepared portions of the Draft Environmental Impact Report (EIR) including the air quality, biological resources, cultural resources, geology and soils, transportation, hazardous materials, and land

use sections. GHD also conducted a wetlands delineation, habitat mapping, and sensitive species surveys for this project, as well as a mitigation monitoring plan, an Adaptive Management Plan, a Biological Assessment, an Incidental Take Permit, and permit applications for the Regional Water Quality Control Board (RWQCB), the CCC, Humboldt County, State Lands, US Army Corps of Engineers (USACE), and the CDFW. The project is in the Coastal Zone.

Salt River Ecosystem Restoration

Principal-in-Charge, Designer Humboldt County Resource Conservation District | Humboldt County, CA

Responsible for this ongoing project, which includes restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres of tidal salt marsh in the Eel River estuary. Project objectives include removal of salmonid migration barriers, improvements to geomorphic stream function, increased riparian buffers, increased tidal exchange and habitat diversity for avian and aquatic listed species. Responsibilities have included leading the project team through development of permit applications, channel design, EIR support, and development of construction documents for this estimated \$18 million restoration project. The project is being funded by the CCC, State Water Resources Control Board, US Department of Fish & Wildlife Services and the CDFW.

White Slough SLR Resiliency and Tidal Marsh Restoration Project

Project Director US Fish & Wildlife Service | Humboldt Bay National Wildlife Refuge, Loleta, CA

Project provided planning, permitting, construction contracting, and construction oversight assistance to the US Fish and Wildlife Service (USFWS) project, located on the Humboldt Bay National Wildlife Refuge adjacent to Highway 101. Work involves the removal of failed earthen levees and construction of new set-back levees designed to attenuate wind-wave energy and reduce impacts to sensitive tidal marsh habitat and US Highway 101 from SLR. Provided USFWS with sediment reuse planning assistance, Caltrans encroachment permit application assistance, traffic control plans, design review, construction administration, and construction oversight.

Hanson Russian River Floodplain Restoration Project

Principal-in-Charge Sonoma County | Windsor Area, CA

Responsible for this ongoing project to restore 350 acres of former gravel pit mines to a riparian floodplain on the

Russian River near the Town of Windsor. Work involves riverine hydraulic analyses, groundwater assessments to support final design (assessing the hydraulic and fate-transport of accumulated methylmercury at the bottom of the mine pits), CEQA and regulatory approvals, and three million cubic yards of earthwork to re-contour and re-connect the floodplain to the river. The project will improve geomorphic stream function, increasing riparian buffers and habitat diversity for avian and aquatic listed species while reducing further accumulation of methylmercury and flood reduction. Led the project team through initial data collection, hydrogeologic and geotechnical studies, and preliminary design to support regulatory approvals. The project is funded by the California Coastal Conservancy and the California Department of Fish & Wildlife.

Del Norte County Regional Airport Terminal Replacement Wetland Mitigation Project

Principal-in-Charge Border Coast Regional Airport Authority | Crescent City, CA

Responsible for the environmental compliance aspects of the terminal replacement project, which includes construction of a new terminal, parking lot, and apron, as well as road improvements and installation of new water and sewer main at the Del Norte County Regional Airport (within the coastal zone). Environmental work entails wetland delineations for the terminal, Runway Safety Area (RSA), and mitigation sites; habitat mapping; botanical and biological surveys; topographic and cultural surveys; a special status plant species management plan; an amphibian mitigation plan; a stormwater pollution prevention plan; land acquisition assistance; Stormwater Pollution Prevention Plan (SWPPP) compliance; onsite biological construction oversight and full construction management; and SWPPP compliance for the offsite wetlands mitigation. In addition, this multi-year project required several EIR addendums and considerable agency coordination with entities such as the Federal Aviation Administration (FAA) and permits from the California State Coastal Commission (CCC), the USACE, the Regional Water Quality Control Board (RWQCB), and the CDFW. GHD assisted in obtaining all permits for the project.

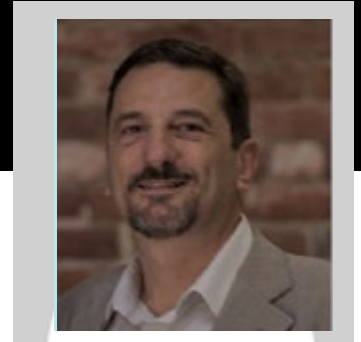
Awards

- ASCE San Francisco Section 2017 Airport / Port “Project of the Year” Award, Border Coast Regional Airport Authority’s Comprehensive Large-Scale Wetland Creation
- American Council of Engineering Companies 2018 Engineering Excellence Awards Competition, Honor Award, Comprehensive Large-Scale Habitat Restoration



Hugo N. Rodriguez PHD, PE

Civil and Coastal Engineer



Experience

30+ years

Qualifications/Accreditations

- Ph.D. Coastal and Civil Engineering, University of Florida, 2000
- M.S. Coastal and Oceanographic Engineering, University of Florida, 1997
- Civil Engineer (Hydraulic and Sanitary Engineering), University of Uruguay, 1986
- Civil Engineer (Structural Engineering), University of Uruguay, 1984
- Registered Professional Engineer Civil (LA License No 33646);

Memberships

- Member of Coasts, Oceans, Ports, and Rivers Institute (COPRI)
- Member of American Society of Civil Engineers (ASCE)
- Member of Interamerican Association of Sanitary and Environmental Engineering (AIDIS)

Relevant experience summary

Dr. Rodriguez is a civil engineer with more than 30 years of experience specializing in environmental engineering and water resources engineering, including coastal engineering, hydraulics, hydrology, sedimentation, and water quality. He is specialized in the developing and/or using of numerical models to study wave transformation, hydrodynamics (circulation, storm surge, flooding), and the associated coastal processes such as sediment transport, morphological changes, and pollutant migration. Dr. Rodriguez has extensive experience developing two- and three-dimensional hydrodynamic, sediment transport and water quality modeling studies in estuaries, coastal zones, rivers, lakes and reservoirs, as well as wave modeling and dynamic mooring analysis modeling. He has strong experience in the use of leading modeling platforms including MIKE, Environmental Fluid Dynamics Code (EFDC), Water Quality Analysis Simulation Program (WASP), EPD-RIV1, VPLUMES, Cormix, Bouss2D, Delft3D, Flow3D, CE-QUAL-W2 and HEC-RAS. His teaching experience includes courses on fluid dynamics, open channel flow, and environmental hydraulics, which he taught at the University of Uruguay and at the University of Florida. He participated as a project engineer in the study and design of numerous sewage plants

Delaware River Modeling | 2023

June 2019-Present. For the Delaware River Basin Commission (DRBC), Dr. Rodriguez is the project manager for assistance on the improvement of the hydrodynamic and water quality model of the Delaware River and Estuary using EFDC and WASP. Under the contract GHD updated the wetting and drying conditions in the linkage file between EFDC and WASP8 and provides DRBC as-needed support on EFDC. Provided technical review of the model implementation and made changes to the EFDC code needed to a proper development of the Delaware River and Estuary model.

Mississippi River Vikings Cruise Port | 2023

March-May 2023. Viking Cruises are developing and upgrading several ports along the Mississippi river for the mooring of river cruise ships. Dr Rodriguez developed and review numerical model to conduct

mooring analysis for the facilities at St Francisville, LA; Natchez, MS and Houmas House, LA.

San Jacinto River Waste Pits, Texas | 2022

July 2021 – July 2022. Lead Modeler for the Environmental Protection Agency (EPA) Dr. Rodriguez was responsible to setup a numerical hydrodynamic model using the Environmental Fluid Dynamic Code (EFDC) of the San Jacinto River to evaluate the effects on the floodplain of the cofferdam walls placed for the bottom clean-up of the San Jacinto River Waste Pits Superfund Site.

Coastal Flooding Risk Assessment | 2021

GHD was engaged by GHD UK to provide a coastal flooding risk assessment for the Environmental Impact of the Cayman Islands Integrated Solid Waste Management System. The Integrated Solid Waste Management System (ISWMS) comprises 34.1 acres and is located on the west coast of Grand Cayman,

north of George Town. A coastal model was developed and calibrated to simulate storm surge elevations resulting from hurricane events that are based on three exposure categories: category 2, 3 and 5 hurricanes.

Savannah Harbor Model Recalibration and Startup Period simulation | 2021

July 2020 – March 2021. Lead Modeler for the U.S. Corp of Engineers Savannah District. Dr. Rodriguez was responsible for updating and recalibrating the 2016 Environmental Fluid Dynamics Code (EFDC) hydrodynamic model and WASP water quality model of the Savannah Harbor. The models were used to assess the success of the Oxygen Injection System during the Startup Period.

Port Everglades Harbor Monitoring | 2021 November 2020-July 2021.

For the U.S. Army Corps of Engineers (Corps), Jacksonville District, GHD is performing water quality monitoring services to support the Operation and Maintenance dredging event for Port Everglades Harbor in Florida. The services include on-site inspection, monitoring, reporting, and oversight at the Federal Channels of Port Everglades, FL. Tasks performed for this project include field data collection of ADCP transects, installation and maintenance of six fixed monitoring stations to collect continuous data of salinity, temperature and turbidity, synoptic collection of salinity, temperature and turbidity profiles and TSS samples through the duration of the project, collection of bottom sediment samples. Other tasks performed include the collected data analysis and QA/QC.

Miami Dade County Coastal Erosion Hotspots: Modeling, Planning & Design Services | Miami Dade County RER-DERM | Miami, FL | 2019

November 2019-present. The Miami-Dade County Division of Environmental Resources Management (DERM), Department of Regulatory and Economic Resources (RER) retained GHD to provide coastal modelling, planning, permitting, and design services to identify and mitigate coastal erosion hotspots along approximately 13 miles of the Miami-Dade County shoreline. The shoreline of interest extends from Florida Department of Environmental Protection (FDEP) reference monuments R-7 to R-74 and comprises beach shorelines extending from a northern boundary of Sunny Isles to the Government Cut north jetty.

MSC Cruises Terminal Expansion at PortMiami | Arquitectonica | Miami, FL | 2019

June 2019-December 2019. MSC Cruises is proposing a new terminal expansion to be located along the eastern end of Dodge/Lummus Island. GHD was retained by Arquitectonica on behalf of MSC Cruises to provide coastal and mooring basis of analysis report that includes the development of site environmental conditions, underkeel clearance and scour potential

during vessel arrival/departure, mooring and berthing analysis that includes a passing vessel study, and a top of wall assessment. Dr. Rodriguez conducted a dynamic mooring analysis developing numerical models using MIKE21 MA.

Savannah Harbor Expansion Project | 2019 March 2019-July 2019.

For Georgia Port Authority, support the monitoring and modeling of the dissolved oxygen injection system into the Savannah Harbor.

Review and process the monitoring data and assist in the modeling of the injection system and its effects on the harbor.

Pearl and Leaf Rivers, Mississippi Nutrient and Temperature Water Quality Modeling | 2019.

Project Manager of the development and application of a hydrodynamic and water quality model to evaluate the impacts of Georgia Pacific nutrient discharges on the chemical and biological parameters of the Pearl and Leaf Rivers.

Sediment study for Savannah Harbor with the USACE Savannah District and Jasper Ocean Terminal

Lead Modeler |
U.S. Corp of Engineers Savannah District |
Savannah, GA and Jasper County, SC | Sep 2017 - July 2018

Lead Modeler for the U.S. Corp of Engineers Savannah District. September 2017-July 2018. Dr. Rodriguez was responsible for updating the 2016 Environmental Fluid Dynamics Code (EFDC) Savannah Harbor model and implementing the sediment transport simulation in the river and harbor. Dr. Rodriguez lead the team that used the model to assess sedimentation and shoaling rates within the navigational channel and determine amount of dredged material requiring removal to maintain a safe navigation channel and berth access to the proposed Jasper Ocean Terminal.

Dispersion of sediment plume during the dredging operation at Backbay

Senior Water Resources Engineer |
Biloxi, MS | Jan 2017- Mar 2017

Dr. Rodriguez worked on the setup of a sediment transport model to understand the potential impacts of the proposed restoration construction at Backbay Island site to the Phase IV NRDA reef restoration projects located in its vicinity. A preliminary analysis used the hydrodynamic and sediment transport modules of the Delft3D modeling package. The modules used includes the hydrodynamic module (Delft3D-FLOW), the Delft3D-SED module, and Delft3D-MOR modules to represent the suspended sediment patterns



Jeremy Svehla PE, QSD/P

Coastal Resiliency and Wetland Restoration



Location

Eureka, CA

Experience

20 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 2003
- Civil Engineer, CA #72169, OR #84314
- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer/Practitioner #00159

Key technical skills

- Coastal Resiliency
- Habitat Restoration Design
- Flood Management and Sea Level Rise Adaptation
- Hydrology, Hydraulics and Geomorphology
- CEQA, NEPA, and Permitting
- Granting Writing
- Construction Management

Memberships

- American Society of Civil Engineers (ASCE), North Coast Branch, Past Director
- American Fisheries Society (AFS)
- City of Arcata, Wetlands and Creek Committee, 2014 - Present
- Humboldt State University Environmental Resources Engineering Department, ABET Accreditation Advisory Committee, 2010 - Present

Relevant experience summary

Jeremy Svehla is a professional engineer with over 20 years of experience in water resources and coastal engineering, encompassing a broad range of engineering design, project management, and construction management for large-scale wetland improvements, stream habitat restoration, and flood control projects, especially within the Coastal Zone of California. This has involved managing the Eel River Restoration Program comprised of the Salt River Ecosystem Restoration Project involving restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres of tidal salt marsh. He is also managing restoration of the lower 2.5-mile reach of Centerville Slough, 150 acres of tidal salt marsh, and 15 acres of coastal dunes in the Eel River Estuary. His skills range grant writing, geomorphic assessments, shoreline assessments, 2D hydrodynamic modeling, riverine and estuarine habitat restoration design, and sea level rise adaptation planning. He has served as project manager or project engineer for restoration projects and habitat improvement/enhancements for the majority of our team's high-profile restoration experience. As a testament to the quality of his service, Jeremy was named the ASCE San Francisco Section North Coast Branch "Engineer of the Year" in 2015.

South Carlsbad Boulevard Managed Retreat Project Director

San Diego County | Carlsbad, CA

Senior Engineer for a State Coastal Conservancy funded project that seeks to retreat a two-mile segment of Highway 101 to a more resilient location and revision abandoned coastal lands to activate the space for public uses (active/passive recreation and access), restore habitat and utilize nature based shoreline protection elements to slow the of the erosion of the bluffs. The project involves extensive stakeholder and community engagement, alternatives development and feasibility analysis to identify a preferred Climate Adaptation Plan for the relocated segment of highway.

Bayshore Bikeway Resiliency Project Project Director

San Diego County | Imperial Beach, CA

Senior Engineer responsible for development of nature-based adaptation strategies for a vulnerable low-lying stretch of Bayshore, located adjacent to San Diego Bay in the community of Imperial Beach. Project elements include development of a living levee along the existing bikeway to achieve multiple benefits, including creation of habitat transition zones, flood protection to the community and improved tidal hydraulics. The project seeks to provide ecosystem resilience and flood protection for 3.5 feet of sea level rise consistent with the State of California's Climate Action Plan.

San Francisco South Bay Salt Pond Restoration
Project Engineering/Constructability Reviewer
San Francisco Bay, CA

Involvement on this project included constructability plan-check, quality assurance and environmental compliance review of construction documents. Role included review of shoreline erosion potential, suitability of sediment reuse for set-back berm construction and identification of haul route constraints due to traffic and dust suppression constraints. The review also included value-engineering assessment to reduce overall construction cost while increasing project biddability and constructability.

SLR Adaptation Plan for Transportation Infrastructure in the Eureka Hydrologic Area

Project Manager
Humboldt County Department of Public Works |
Humboldt Bay, CA

As part of a study to identify shoreline vulnerability and adaptation projects to address SLR, shoreline erosion, and sedimentation from coastal streams throughout a 3,000-acre study area—including the US Highway 101 corridor between Arcata and Eureka—is leading the project team to determine vulnerabilities to SLR impacts and adaptation measures that will reduce long-term risk. The study focuses on the geomorphic response to episodic storm events and long-term increases in sea levels. Humboldt County Department of Public Works leads the project, partnered with Caltrans, HCAOG, and City of Eureka. The project is funded through a Caltrans Sustainable Communities Grant Program.

Hanson Russian River Floodplain Restoration

Project Manager
Sonoma County | Near Windsor, CA

Serves as Project Manager for this ongoing project to restore 350 acres of former gravel pit mines to a riparian floodplain on the Russian River near the Town of Windsor. Work involves riverine hydraulic analyses, groundwater assessments to support final design (assessing the hydraulic and fate-transport of accumulated methylmercury at the bottom of the mine pits), California Environmental Quality Act (CEQA) and regulatory approvals, and 4.7 million cubic yards of earthwork to re-contour and re-connect the floodplain to the river. The project will improve geomorphic stream function, increasing riparian buffers and habitat diversity for avian and aquatic listed species while reducing further accumulation of methyl mercury and flood reduction. Led the project team through initial data collection, hydrogeologic and geotechnical studies, and preliminary design to support regulatory approvals. The project is funded by the California Coastal Conservancy and the California Department of Fish & Wildlife.

Salt River Ecosystem Restoration Project

Project Manager
Humboldt County Resource Conservation District (HCRCD) | Humboldt County, CA

Served as Project Manager for this ongoing project which includes restoration of the lower 7.7-mile reach of the Salt River corridor and 450 acres of tidal salt marsh in the Eel River estuary. Project objectives include removal of salmonid migration barriers, improvements to geomorphic stream function, increased riparian buffers, increased tidal exchange and habitat diversity for avian and aquatic listed species. Responsibilities have included leading the project team through development of permit applications, channel design, Environmental Impact Report (EIR) support, and development of construction documents and construction management for this \$34 million restoration project.

White Slough SLR Resiliency and Tidal Marsh Restoration Project

Project Manager
US Fish & Wildlife Service | Humboldt Bay National Wildlife Refuge, Loleta, CA

Provided planning, permitting, construction contracting, and construction oversight assistance to the US Fish and Wildlife Service (USFWS) project, located on the Humboldt Bay National Wildlife Refuge adjacent to Highway 101. Work involves the removal of failed earthen levees and construction of new set-back levees designed to attenuate wind-wave energy and reduce impacts to sensitive tidal marsh habitat and US Highway 101 from SLR. Provided USFWS with sediment reuse planning assistance, Caltrans encroachment permit application assistance, traffic control plans, design review, construction management.

Awards

- Homer Arnold Award for Lower Van Duzen River Streambank Restoration and Fish Passage Improvement Project
- ASCE San Francisco Section North Coast Branch Engineer of the Year, 2015

Career history

2005 - present	GHD (formerly Winzler and Kelly), Technical Director
2003 - 2005	Michael Love & Associates, Project Engineer
2000 - 2005	USDA-NRCS, Office Engineer / Student Intern



YEARS OF EXPERIENCE:
21

EDUCATION:
B.S. Structural
Engineering, University
of California, San Diego,
2003

LICENSES:
Professional Engineer
(Civil), California
#C70917

Ms. Christy Villa, PE brings over 21 years of experience in public works with an emphasis on active transportation planning and design, green street infrastructure, and writing, managing, and administering Federal, State, and Local grants for public agencies. She has successfully secured over \$12M in grant funding for local municipal agencies in San Diego County and has experience with a variety of grant programs including, but not limited to, the Active Transportation Program (ATP), Highway Safety Improvements Program (HSIP), and the Sustainable Communities Transportation Planning Grant Program.

PROJECT EXPERIENCE

Ms. Villa has successfully secured funding from the following grant programs:

Grant Name	Amount
Caltrans ATP Cycle 3 Augmentation	\$996,000
Caltrans Sustainable Communities Planning Grant Program	\$210,450
Caltrans ATP Cycle 2	\$4,670,000
Caltrans Sustainable Communities Transportation Grant Program	\$250,000
DWR Prop 84 Stormwater Planning Grant	\$241,000
DWR Round 1 Prop 1	\$1,400,000
EPA Water Infrastructure Finance and Innovation Act (WIFIA)*	\$96,000,000
The U.S. D.o.D. Office of Local Defense Community Cooperation	\$500,000

On-Call Grant Writing and Grant Administration | Long Beach Water Department
Principal Engineer providing grant administration services for a variety of Long Beach Water Department (LBWD) programs funded through State and Federal grants. This includes grant administration support, and coordination with Long Beach Water Department and City of Long Beach staff. Ms. Villa and Villa Civil staff are also retained by LBWD to assist in reviewing potential grant opportunities and preparing applications. Villa Civil staff periodically review existing, planned, and potential LBWD projects to identify projects or portions of projects that may be good candidates for grant funding. This includes identify funding opportunities to align LBWD objectives and develop strategies to secure these funds. Strategies include facilitating meetings with funding agencies and helping to create new opportunities favorable to LBWD projects.

Santa Fe Drive Bike and Corridor Improvements | City of Encinitas
As part of Caltrans’ Active Transportation Program Cycle 3 Augmentations, Ms. Villa is currently providing project management services for this \$1.2M project. Responsibilities include coordinating with state and federal agencies, preparation of agency allocation requests, environmental documentation, and quarterly reporting. This project involves a combination of infrastructure and non-infrastructure components including the construction of new sidewalks, curbs, gutters, and curb ramps in addition to pavement improvements for new bike lanes and traffic calming features.

* Performed as Principal and CEO of Hoch Consulting

APPENDIX B – PROPOSAL CHECKLIST

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: Craftwater Engineering, Inc.

Service to provide: Consulting Services for for Channel Island Harbor Water Quality
Feasibility Study and Implementation Plan

Main Point of Contact: Brad Wardynski, Sr. Project Manager and COO

E-mail: brad.wardynski@craftwaterinc.com **Phone:** 213-393-2392

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist (*this page*)
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Brad Wardynski of

Craftwater Engineering, Inc.

Printed Name of Agent/Officer

Name of Organization

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: 

Date: 12/6/23

Title of Agent/Officer: Sr. Project Manager & COO

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: None

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE: Craftwater Engineering, Inc. (a California corporation)

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:** No contributions to any elected officials were made by owners Chad Helmle & Brad Wardynski

b. **PROPOSER'S RESPONSE:** See Attachment 1

c. **PROPOSER'S RESPONSE:** 4.5 years in business providing relatated services with current business name.

d. **PROPOSER'S RESPONSE:** For office locations see Technical Proposal Section 1.2 and for allocations see Section 2.2

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE: None

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE: Brad Wardynski, brad.wardynski@craftwaterinc.com & Chad Helmle, chad.helmle@craftwaterinc.com

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. **PROPOSER'S RESPONSE:** See Technical Proposal Section 2.2

b. **PROPOSER'S RESPONSE:** See Appendix A

c. **PROPOSER'S RESPONSE:** See Appendix A

d. **PROPOSER'S RESPONSE:** See Appendix A

e. **PROPOSER'S RESPONSE:** See Technical Proposal Section 2.2. and Appendix A

Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. Certification of Non-Debarment (If this solicitation will be receiving grant funding, this section would be applicable, if not, please remove)

The City of Oxnard will be receiving Federal or State Grant funds.

The potential proposer must go to the following website:

(<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

- i. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
- ii. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

PROPOSER'S RESPONSE: See Attachment 2

PROPOSER'S RESPONSE:

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

- a. General Services Administration (GSA) Excluded Parties Lists System (EPLS)

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

Signature: 

Date: 12/6/23

Title of Agent/Officer: Sr. Project Manager & COO

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE: See Technical Proposal Section 2.3, 3.2, and Scope of Services in the RFP

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Ventura Countywide Stormwater Quality Management Program
Address:	336 Sanjon Rd, Ventura, CA 93001
Contact person:	Arne Anselm, Chair and Deputy Director
Email address:	arne.anselm@ventura.org
Telephone address:	(805) 654-3942
Project name:	Ventura Watershed Management Programs
Dates worked performed:	April 2022 - Present
Summary of scope of services:	Water quality science, modeling, and implementation planning
Project cost:	\$1.25M
Reference 2	
Company name:	City of Pasadena & Upper LA River Watershed Group
Address:	100 Garfield Ave n306, Pasadena, CA 91101
Contact person:	Dawn Petschauer, Stormwater Program Administrator
Email address:	dpetschauer@cityofpasadena.net
Telephone address:	(626) 744-3929,
Project name:	Bacteria Load Reduction Strategy; preSIP Scientific Study; Stormwater Master plan
Dates worked performed:	May 2020-Present
Summary of scope of services:	Water quality science, modeling, engagement, and implementation planning
Project cost:	\$4M+

Reference 3	
Company name:	City of Monrovia & SGVCOG Water Working Group
Address:	600 Mountain Ave, Monrovia, CA 91016
Contact person:	Alex Tachiki, Director of Public Works
Email address:	atachiki@ci.monrovia.ca.us
Telephone address:	(626) 932-5553
Project name:	Revised WMP, RH/SGR Feasibility Studies, RH Ecosystem Design, NPDES Compliance Support
Dates worked performed:	October 2020-Present
Summary of scope of services:	Water quality science, modeling, engagement, feasibility, design, and implementation planning
Project cost:	\$3M+

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE: See Relevant Contract Details in Technical Proposal Section 1.4 and Attachment 3

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE: None.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Proposals must be submitted electronically via [PublicPurchase.com](https://www.publicpurchase.com).

The Cost Proposal is required to be submitted separately from the technical proposal.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Company Organization Chart	1
Attachment 2	General Services Administration Excluded Parties Lists System Certification	1
Attachment 3	Recent Contract List	1
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

ATTACHMENT 1 – COMPANY ORGANIZATIONAL CHART

ATTACHMENT 1: COMPANY ORGANIZATION CHART**1. President: Chad Helmle***

- a. Oliver Galang*
- b. Rowan Roderick-Jones
- c. Merrill Taylor*
- d. Thom Epps*
 - i. Randy Wade*
 - ii. Wisdom Akatu*
- e. Brianna Datti*
 - i. Pauline Nguyen*
 - ii. Connor Rudmann
 - iii. Avery Reiter
 - iv. Alexis Wrzesian*
- f. Courtney Semlow*
 - i. Andrew Takahashi*
 - ii. Shane Sasaki
 - iii. Lucas Tang
 - iv. Heather Kurtzman
 - v. Ethan Morgan

2. Vice President: Brad Wardynski*

- a. Scott Iwamoto*
- b. Rachel McFerrin*

*Staff who will provide services under this contract.

ATTACHMENT 2 - GENERAL SERVICES ADMINISTRATION EXCLUDED PARTIES LISTS SYSTEM CERTIFICATION



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☒ All Words 

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e.g. 123456789, Smith Corp

CZ8FL9GP6935



Entity



Location



Status



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☐ Inactive

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CRAFTWATER ENGINEERING, INC.

Active Registration

Entity

Unique Entity ID
CZ8FL9GP6935

CAGE Code
8C8T2

Physical Address
11026 CAMINITIO
VISTA PACIFICA, SAN
DIEGO, CA 92131 USA

Expiration Date
Oct 8, 2024

Purpose of Registration
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Simple Search

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e.g. 123456789, Smith Corp

CZ8FL9GP6935



Classification



Excluded Individual



Excluded Entity



Entity Name

No results found



Unique Entity ID

CZ8FL9GP6935



CAGE / NCAGE



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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ATTACHMENT 3 – RECENT CONTRACT LIST

The table below lists recent contracts awarded to Craftwater in the last five years. For relevant project contact details and other details please refer to Section 3.1 of the Technical Proposal.

Craftwater considers this list proprietary and confidential, and we respectfully request that it is not shared publicly.

Services: Civil Engineering Consulting for all projects

ChargeTypename		Billable
Year	Row Labels	Sum of ExpectedRevenue
Year	2020	\$4,375,320.77
	20-012	\$630,004.97
	Pasadena Stormwater Master Plan	\$630,004.97
	City of Pasadena	\$630,004.97
	20-017	\$515,051.80
	RH/SGR Feasibility Studies	\$515,051.80
	RH/SGR Watershed Management JPA	\$515,051.80
	20-035	\$1,000,000.00
	LRS Adaptation Scientific Study	\$1,000,000.00
	SGVCOG	\$1,000,000.00
	20-039	\$2,156,700.00
	ULAR/ RH PreSIP Scientific Study	\$2,156,700.00
	SGVCOG	\$2,156,700.00
	20-046	\$9,064.00
	DC EWMP Update	\$9,064.00
Year	CDM Smith, Inc	\$9,064.00
	20-049	\$64,500.00
	Santa Monica Bay J2/J3 EWMP Update	\$64,500.00
	Larry Walker Associates, Inc.	\$64,500.00
	2021	\$5,314,821.06
	20-031	\$19,906.00
	Bolivar Performance Validation	\$19,906.00
	City of Lakewood	\$19,906.00
	20-032	\$379,237.00
	Safe, Clean Water Credit Trading Program (Phase 2)	\$379,237.00
	DRP Engineering, Inc.	\$379,237.00
	20-036	\$517,524.00
	Red Morton Park Regional Stormwater Capture Project	\$517,524.00
	Redwood City	\$517,524.00
	20-038	\$100,000.00
	San Mateo County Task #3 Advancing Stormwater Capture Projects - Master Plan	\$100,000.00
	County of San Mateo	\$100,000.00
	20-064	\$112,203.00
	LCC Heartwell Park at Clark, Feasibility Study	\$112,203.00
	Long Beach	\$112,203.00
	20-122	\$7,520.00
	RH/SGR Water Quality Group's SWRP Updates	\$7,520.00
	City of Monrovia	\$7,520.00
	20-123	\$657,306.00
	Encanto Park SW Design	\$657,306.00
	City of Monrovia	\$657,306.00
	20-127	\$200,000.00
	Watsonville GI Plan	\$200,000.00
	City of Watsonville	\$200,000.00
	20-131	\$1,850,623.00
	SCWP Metrics and Monitoring Study	\$1,850,623.00
	DRP Engineering, Inc.	\$1,850,623.00
	20-139	\$77,732.00
	MacArthur Lake Rehabilitation Project	\$77,732.00
	City of LA BOE	\$77,732.00
	21-001	\$16,000.00
	USCR EWMP Updates	\$16,000.00
	Upper Santa Clara River WMG	\$16,000.00
	21-009	\$2,040.00

SGVCOG TO-01 post-Fire Monitoring	\$2,040.00
SGVCOG	\$2,040.00
21-012	\$95,000.00
NYCDEP Water Quality Modeling Support	\$95,000.00
NYCDEP	\$95,000.00
21-016	\$94,774.00
Feasibility Study and 10% Design for York Field	\$94,774.00
John L Hunter & Associates	\$94,774.00
21-019	\$200,570.00
TO-047.22 Stormwater Harvesting	\$200,570.00
City of San Diego	\$200,570.00
21-023	\$19,594.00
WAR Eagle Rock Blvd Stormwater Capture Facility	\$19,594.00
City of LA StreetsLA	\$19,594.00
21-024	\$32,556.00
Griffith Park Fern Dell Trail Revitalization and SW Project	\$32,556.00
Friends of Griffith Park	\$32,556.00
21-025	\$93,014.00
Apollo Park Stormwater Capture	\$93,014.00
City of Downey	\$93,014.00
21-027	\$15,358.00
Merced Avenue Improvements	\$15,358.00
City of El Monte	\$15,358.00
21-029	\$22,000.00
RAA Adaptive Management Review	\$22,000.00
City of La Verne	\$22,000.00
21-030	\$26,104.00
Atwood Multipurpose Trail	\$26,104.00
City of Placentia	\$26,104.00
21-032	\$15,985.00
Culver Boulevard SW Capture Project Analysis for Caltrans Funding Participation	\$15,985.00
City of Culver City	\$15,985.00
21-033	\$33,945.00
Navy Utility Location/Assessment Services - LeMoore	\$33,945.00
US Navy	\$33,945.00
21-034	\$3,000.00
TO44 " WAMP " Channels	\$3,000.00
City of San Diego	\$3,000.00
21-035	\$24,790.00
TO-001.21 Funding Strategy Credit Program	\$24,790.00
City of San Diego	\$24,790.00
21-036	\$38,146.00
Glendora Green Street Project Feasibility Study	\$38,146.00
County of Los Angeles	\$38,146.00
21-037	\$69,289.00
WAMP Implementation	\$69,289.00
City of San Diego	\$69,289.00
21-038	\$24,990.00
Monrovia FY 21/22 As-Needed Stormwater Program Services	\$24,990.00
City of Monrovia	\$24,990.00
21-039	\$19,822.00
CIP Database Support	\$19,822.00
City of LA Sanitation	\$19,822.00
21-041	\$44,742.00
Lakewood Equestrian Center SCW Support	\$44,742.00
John L Hunter & Associates	\$44,742.00
21-042	\$14,550.00
NPDES COMPLIANCE REPORTING & REGULATORY SUPPORT " MS4 PERMIT	\$14,550.00
SGVCOG	\$14,550.00

	21-043		\$273,000.00
	Stormwater Funding Measure and Communications		\$273,000.00
	City of San Diego		\$273,000.00
	21-044		\$61,050.00
	2021 ULAR Annual Report		\$61,050.00
	ULAR WMG		\$61,050.00
	21-048		\$18,988.00
	TO042.22 - Design/Construction Plans for Otay Reed and Hollister Quarry		\$18,988.00
	Tetra Tech		\$18,988.00
	21-049		\$38,900.00
	LCC Caltrans WLA Support		\$38,900.00
	Richard Watson & Associates		\$38,900.00
	21-055		\$15,181.00
	GWMA Grant Writing Support		\$15,181.00
	Gateway Water Management Authority (GWMA)		\$15,181.00
	21-068		\$42,300.00
	ARLA Visualization Support		\$42,300.00
	Rockefeller Philanthropy Advisors		\$42,300.00
	21-071		\$37,082.06
	Carson Streetscape Conceptual Design Template		\$37,082.06
	City of Carson		\$37,082.06
Year	2022		\$11,317,548.12
	20-043		\$47,499.92
	TO070 Stormwater Standard Drawings		\$47,499.92
	Tetra Tech		\$47,499.92
	20-081		\$355,802.00
	Spane Park SW Project DESIGN		\$355,802.00
	City of Paramount		\$355,802.00
	20-086		\$609,905.00
	Finkbiner Park SW Capture DESIGN		\$609,905.00
	City of Glendora		\$609,905.00
	20-088		\$466,528.00
	Furman Park SW Project DESIGN		\$466,528.00
	City of Downey		\$466,528.00
	20-090		\$850,000.00
	Simms Park SW Project DESIGN		\$850,000.00
	City of Bellflower		\$850,000.00
	20-099		\$71,250.00
	LLAR GAP		\$71,250.00
	Gateway Water Management Authority (GWMA)		\$71,250.00
	20-100		\$71,250.00
	LSGR GAP		\$71,250.00
	Gateway Water Management Authority (GWMA)		\$71,250.00
	20-102		\$74,023.00
	Skylinks Golf Course at Wardlow DESIGN Phase 2		\$74,023.00
	Tetra Tech		\$74,023.00
	20-102Ph1		\$154,649.00
	Skylinks Golf Course at Wardlow DESIGN Phase 1		\$154,649.00
	Tetra Tech		\$154,649.00
	20-103		\$85,443.00
	El Dorado Regional Project DESIGN Phase 2		\$85,443.00
	Tetra Tech		\$85,443.00
	20-103Ph1		\$223,058.00
	El Dorado Regional Project DESIGN Phase 1		\$223,058.00
	Tetra Tech		\$223,058.00
	20-118		\$229,580.00
	ULAR Fire Effects Study		\$229,580.00
	WSP USA E&I		\$229,580.00
	20-128		\$188,000.00

LAUSD Living Schoolyards Study	\$188,000.00
TreePeople, Inc.	\$188,000.00
20-138	\$506,109.00
Arroyo Seco Water Reuse & Natural Stream Restoration Project	\$506,109.00
City of Pasadena	\$506,109.00
20-140	\$50,000.00
Lankershim Blvd Local Area Flow Management	\$50,000.00
CDM Smith, Inc	\$50,000.00
20-141	\$50,000.00
Oro Vista Local Area Urban Flow Management	\$50,000.00
CDM Smith, Inc	\$50,000.00
21-005	\$1,563,907.20
Ventura WMPs	\$1,563,907.20
Ventura County Public Works Agency	\$1,563,907.20
21-006	\$164,184.00
Torrance Airport Stormwater Basin Project	\$164,184.00
Tetra Tech	\$164,184.00
21-022	\$31,226.00
Parkway Drive Improvements	\$31,226.00
Alta Planning + Design, Inc.	\$31,226.00
21-045	\$84,254.00
Marengo Yard SW Improvement Project	\$84,254.00
City of Alhambra	\$84,254.00
21-053	\$913,335.00
Twin Pines Park Project	\$913,335.00
City of Belmont	\$913,335.00
21-058	\$947,101.00
Lynwood City Park Stormwater Capture Project	\$947,101.00
City of Lynwood	\$947,101.00
21-061	\$260,596.00
Santa Monica Feasibility Studies & Design Concept Reports	\$260,596.00
City of Santa Monica	\$260,596.00
21-063	\$600,000.00
Green City Master Plan	\$600,000.00
City of Salinas	\$600,000.00
21-072	\$610,027.00
LADWP Stormwater Capture Parks Program Phase 2	\$610,027.00
Carollo Engineers	\$610,027.00
22-002	\$34,104.00
Sierra Army Depot Resilience Review Program (SIAD RRP)	\$34,104.00
Tetra Tech	\$34,104.00
22-003	\$83,028.00
Progress Park Feasibility Study	\$83,028.00
Richard Watson & Associates	\$83,028.00
22-005	\$132,470.00
San Jose Creek Multi-Use Bikeway RFP#2021-PW5	\$132,470.00
Alta Planning + Design, Inc.	\$132,470.00
22-008	\$15,635.00
Clean California Local Grant Program	\$15,635.00
City of El Monte	\$15,635.00
22-009	\$7,550.00
Arroyo Seco Water Reuse - Environmental Document & Permitting Services	\$7,550.00
Psomas	\$7,550.00
22-013	\$250,900.00
MWD SW Capture Co-Benefit Pilot Study	\$250,900.00
Rockefeller Philanthropy Advisors	\$250,900.00
22-014	\$74,757.00
Merced Ave Linear Park SW Capture Project Feasibility Study DESIGN	\$74,757.00
City of El Monte	\$74,757.00

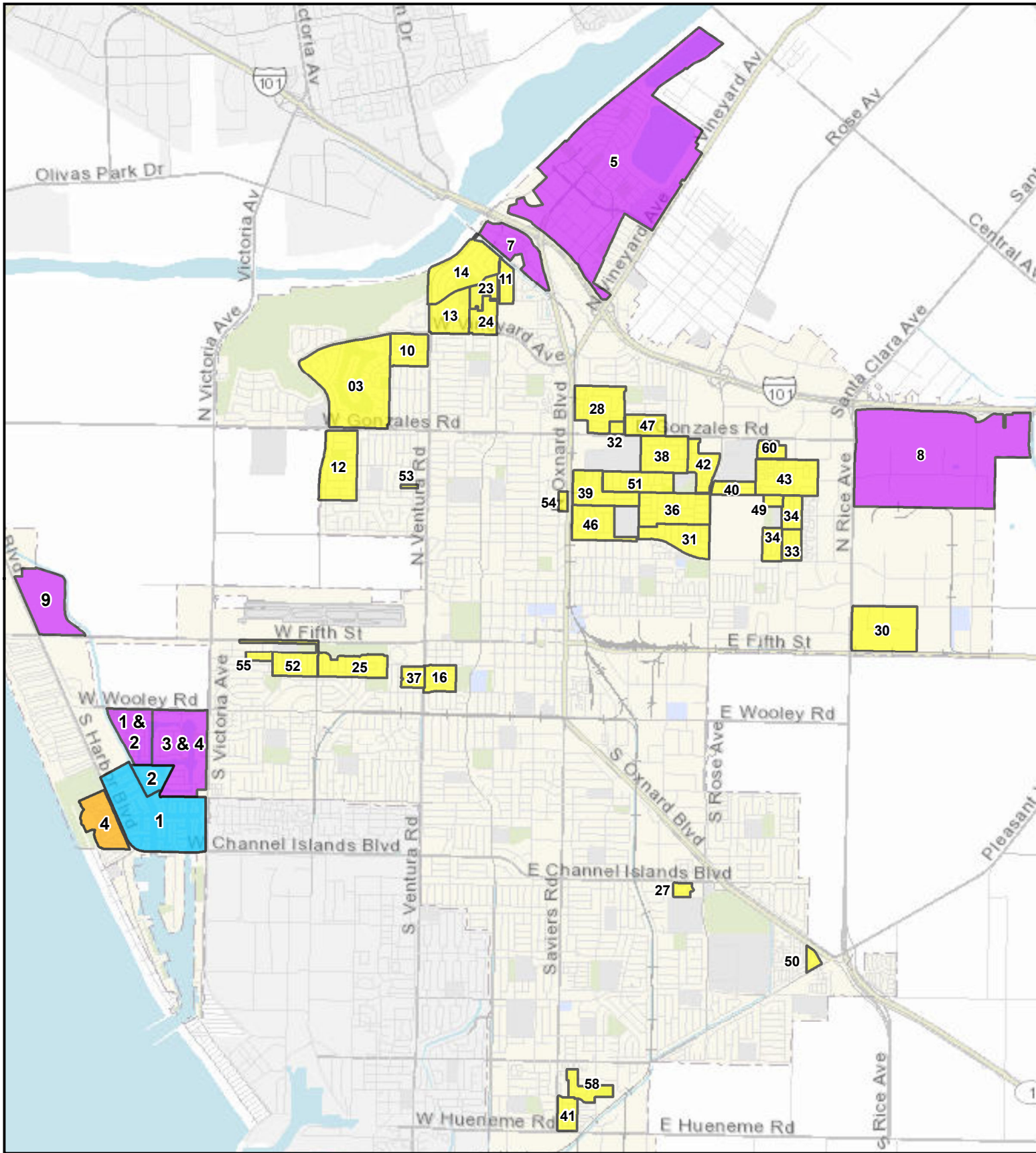
22-015		\$1,500.00
	Watsonville Grant Support (2022)	\$1,500.00
	City of Watsonville	\$1,500.00
22-016		\$1,540.00
	EPA Financial Capability Assessment	\$1,540.00
	City of Monrovia	\$1,540.00
22-017		\$104,137.00
	Wilmington Middle School Greening Project	\$104,137.00
	TreePeople, Inc.	\$104,137.00
22-019		\$8,472.00
	Caruthers Park Stormwater Capture Project O&M Manual	\$8,472.00
	City of Bellflower	\$8,472.00
22-020		\$2,000.00
	Task Order 4: Coachella Valley SW Channel Project QAPP	\$2,000.00
	CASC Engineering and Consulting, Inc.	\$2,000.00
22-026		\$3,184.00
	Leucadia Master Plan	\$3,184.00
	City of Encinitas	\$3,184.00
22-029		\$10,000.00
	Caltrans Sampling Support Services	\$10,000.00
	CASC Engineering and Consulting, Inc.	\$10,000.00
22-030		\$4,828.00
	Merced Avenue Linear Park Public Engagement for Grant Support	\$4,828.00
	City of El Monte	\$4,828.00
22-031		\$11,742.00
	El Dorado Safe Clean Water Program Reporting	\$11,742.00
	Tetra Tech	\$11,742.00
22-032		\$18,664.00
	Skylinks Safe Clean Water Program Reporting	\$18,664.00
	Tetra Tech	\$18,664.00
22-034		\$111,051.00
	Eagle Rock Blvd Multi Modal Stormwater Capture Project	\$111,051.00
	CDM Smith, Inc	\$111,051.00
22-035		\$111,051.00
	Mission Mile Sepulveda	\$111,051.00
	CDM Smith, Inc	\$111,051.00
22-036		\$1,500.00
	Salinas Caltrans Clean CA Grant Support	\$1,500.00
	City of Salinas	\$1,500.00
22-037		\$40,000.00
	SCW CIP Prioritization	\$40,000.00
	Carollo Engineers	\$40,000.00
22-039		\$208,321.00
	TO067 Stakeholder Outreach and Education	\$208,321.00
	Tetra Tech	\$208,321.00
22-040		\$102,204.00
	FY23 Strategic Business Plan	\$102,204.00
	Tetra Tech	\$102,204.00
22-041		\$14,493.00
	Broadway Manchester ATP	\$14,493.00
	Kimley-Horn & Associates, Inc.	\$14,493.00
22-044		\$11,248.00
	Heartwell Park at PV SW Capture Support	\$11,248.00
	Richard Watson & Associates	\$11,248.00
22-045		\$27,572.00
	TO056 Mitigation	\$27,572.00
	Tetra Tech	\$27,572.00
22-048		\$50,000.00
	2022 ULAR Annual Report	\$50,000.00

	SGVCOG	\$50,000.00
	22-051	\$10,000.00
	Green Street Project	\$10,000.00
	2NDNATURE	\$10,000.00
	22-052	\$8,723.00
	ULAR MS4 Compliance & Reporting Interactive Website	\$8,723.00
	SGVCOG	\$8,723.00
	22-053	\$23,000.00
	Municipal Stormwater NPDES Permit Compliance Assistance	\$23,000.00
	C/CAG San Mateo County	\$23,000.00
	22-069	\$10,500.00
	TO02 FY23 Project Management Software	\$10,500.00
	Dudek	\$10,500.00
	22-078	\$110,440.00
	LCC BMP Special Study	\$110,440.00
	Richard Watson & Associates	\$110,440.00
	22-079	\$257,000.00
	TMDL Implementation Options & RAA Modeling	\$257,000.00
	CASC Engineering and Consulting, Inc.	\$257,000.00
	22-080	\$166,275.00
	TO064 - SW Harvesting & Use Study	\$166,275.00
	Tetra Tech	\$166,275.00
	22-081	\$81,932.00
	San Diego Bay IDEA	\$81,932.00
	Michael Baker International	\$81,932.00
Year	2023	\$12,171,958.67
	20-072	\$1,104,000.00
	Maximizing Impact of Minimum Control Measures	\$1,104,000.00
	SGVCOG	\$1,104,000.00
	20-095	\$999,607.00
	Fairplex Regional Stormwater Project	\$999,607.00
	City of Pomona	\$999,607.00
	20-135	\$19,800.00
	Ballona Creek WMP Update	\$19,800.00
	Larry Walker Associates, Inc.	\$19,800.00
	21-004	\$492,625.00
	LRS Adaptation Scientific Study - Additional Funds	\$492,625.00
	SGVCOG	\$492,625.00
	21-040	\$437,000.00
	LLAR and LSGR GAP Analysis Ph 2	\$437,000.00
	Gateway Water Management Authority (GWMA)	\$437,000.00
	21-064	\$99,894.00
	Salinas Closter Park Green Street	\$99,894.00
	Wallace Group	\$99,894.00
	22-007TO1	\$249,064.00
	Fern Dell Restoration & SW Capture Project Feasibility Study	\$249,064.00
	LA County DPW	\$249,064.00
	22-022TO1	\$377,094.00
	Grand View Water Main Replacement Project	\$377,094.00
	LA County DPW	\$377,094.00
	22-022TO2	\$377,094.00
	Rock Creek Water Main Improvement Project	\$377,094.00
	LA County DPW	\$377,094.00
	22-049	\$41,445.50
	ULAR WMP Comment Response	\$41,445.50
	SGVCOG	\$41,445.50
	22-054	\$76,603.70
	Development of a Feasibility Study for the Arrow Hwy Beautification Project; P-1040	\$76,603.70
	City of Irwindale	\$76,603.70

22-060		\$726,709.00
York Field SW Capture Project		\$726,709.00
City of Whittier		\$726,709.00
22-066		\$20,000.00
SCWP Workforce Landscape Assessment		\$20,000.00
Conservation and Natural Resources Group, LLC		\$20,000.00
22-071		\$88,754.00
Independence Park SW Project		\$88,754.00
John L Hunter & Associates		\$88,754.00
22-076		\$449,365.00
MacArthur Lake SW Capture Design		\$449,365.00
Carollo Engineers		\$449,365.00
23-001		\$5,000,000.00
As-Needed Community Focused SW Project Service		\$5,000,000.00
County of San Diego		\$5,000,000.00
23-001TO1		\$63,776.00
Multi-Year Workplan for Delivery of Community Focused Stormwater Projects		\$63,776.00
County of San Diego		\$63,776.00
23-001TO2		\$751,517.00
Project Opportunity Analysis		\$751,517.00
County of San Diego		\$751,517.00
23-001TO3		\$100,000.00
Spooners Mesa Stormwater Culvert Improvements – Feasibility Study		\$100,000.00
County of San Diego		\$100,000.00
23-003		\$35,092.00
FY24 Funding Strategy & Think Blue - TO1		\$35,092.00
Michael Baker International		\$35,092.00
23-005		\$83,994.00
Signal Hill Reservoir Park Regional SW Capture Feasibility Study		\$83,994.00
Richard Watson & Associates		\$83,994.00
23-008		\$92,000.00
Story Park SW Capture Project Feasibility Study		\$92,000.00
City of Alhambra		\$92,000.00
23-009		\$43,700.00
TO73 Mission Bay WMA IDEAS		\$43,700.00
Michael Baker International		\$43,700.00
23-011		\$87,146.00
TO 073 Transportation Dept Strategic Support		\$87,146.00
Tetra Tech		\$87,146.00
23-012		\$49,036.00
TO01 FY24 Strategic Plan Update & San Dieguito East H&H Study		\$49,036.00
Dudek		\$49,036.00
23-013		\$4,432.70
Semi-Annual WMP Progress Report & Website Updates		\$4,432.70
SGVCOG		\$4,432.70
23-019		\$4,759.00
Parkway Denholm Project Outreach Support		\$4,759.00
City of El Monte		\$4,759.00
23-026		\$20,000.00
ARLA Spatial Data License		\$20,000.00
Rockefeller Philanthropy Advisors		\$20,000.00
23-027		\$13,466.00
Heartwell Park at Clark Channel SCWP FY24-25 Application		\$13,466.00
Richard Watson & Associates		\$13,466.00
23-028		\$19,938.00
Grants Program Support		\$19,938.00
Dudek		\$19,938.00
23-030		\$55,332.00
Mission Bay IDEA Phase 2		\$55,332.00

Michael Baker International	\$55,332.00
23-031	\$4,706.00
TO 075 – FY24 Mitigation Support	\$4,706.00
Tetra Tech	\$4,706.00
23-032	\$23,809.00
Wilmington/Sepulveda Roadway Curb, Sidewalk, and Driveway Repairs	\$23,809.00
Marathon Petroleum	\$23,809.00
23-034	\$66,699.77
Mission Mile Sepulveda ATP	\$66,699.77
Kimley-Horn & Associates, Inc.	\$66,699.77
23-036	\$10,000.00
Caltrans (CASC) Document Review - As needed	\$10,000.00
CASC Engineering and Consulting, Inc.	\$10,000.00
23-053	\$21,060.00
2023 ULAR Annual Report	\$21,060.00
SGVCOG	\$21,060.00
23-054	\$62,440.00
San Diego TO06 SW Standard Drawings (H2225979)	\$62,440.00
Michael Baker International	\$62,440.00
Grand Total	\$33,179,648.62

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.) |

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



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

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) for Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remained unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remained unresolved. FY 2021-22 was the third year in a row where the City had no material weaknesses. For FY 2022-23, there were no new findings for accounting and financial management (for the second year in a row); only one prior finding remains unresolved. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186
FY 2022-23	0	0	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months.

DISCUSSION

During our FY 22-23 Single Audit, Eadie + Payne determined that the City sufficiently completed the corrective action plan for the finding identified in the FY 20-21 audit related to updating the Indirect Cost Allocation Plan. This means the Finance Department has closed out all audit findings!

Only one finding remains outstanding, the finding related to the Information Technology General Controls. This finding has 18 parts. Per our auditor, six parts have been completed and two are no longer required, so ten parts remain. We have continued to make progress on the corrective actions for the finding. The City Council will continue to receive updates on the IT General Controls finding through separate confidential reports.

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

At its April 23, 2024, meeting, the Finance and Governance Committee, by a vote of 3-0, recommended staff forward this item to the City Council.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: May 7, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01.
(15 minutes)

RECOMMENDATION

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
2. Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 24-670-01 (Amendment No. 3 to Development Agreement No. A-7113), subject to certain findings and conditions.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3WoS0In9clQ>

BACKGROUND

EXECUTIVE SUMMARY

The Applicant has requested a modification to Development Agreement No. A-7113 to remove Section 5, which has now become irrelevant since the approval of the second Development Agreement Amendment (DAA). This section, proposed to be removed, required the maintenance of a service road that was to be transferred to the City of Oxnard from Caltrans. However, Caltrans decided not to move forward with the relinquishment of the roadway, thus the subject section is no longer required.

The project was revised to make way for the new access road onsite by compressing the building footprint. The revised access road was reviewed and approved by both the Fire Department and Environmental Resources Division of Public Works. The compressed building still maintained the proposed 333 units and was generally the same in nature, however, the footprint was slightly smaller. This development agreement amendment now follows the approved modification to remove the irrelevant language concerning the acquisition of the Caltrans road from the Development Agreement.

The Planning Commission recommended approval of the DAA, with a vote of 6-0, at their March 21, 2024.

BACKGROUND

The origins of this action begin with the original Fore Development Agreement, which stems from the fact that the two vacant parcels that the aforementioned agreement covers, were outside of the original RiverPark Development Agreement. Thus, this agreement puts these two parcels on par with the parcels governed by the original RiverPark Development Agreement. The two parcels contain the current construction of the Fore RiverPark Apartment project, which is a fully approved 333 unit residential apartment building, including onsite amenities and a wrapped parking

garage. The project under PZ 19-200-16, which was separate from the development agreement, was approved by the Planning Commission on July 21, 2022.

The history of the development agreement itself starts on November 18, 2008, when the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard. The Development Agreement has been amended on two previous occasions.

1. The first amendment was adopted on November 9, 2010, and was related to development fees within the RiverPark Specific Plan (RPSP) area.
2. The Second Amendment was adopted on April 5, 2022, and was intended to provide a net public benefit by providing more affordable housing, promoting the full buildout of the RiverPark Specific Plan, additional tax revenue, and relieving the City from certain road maintenance requirements. In return, the developer wanted to reduce the financial impacts of increased and new development impact fees on the project and therefore, received a fee lock and waiver of new fee increases as well as fee credits for improvement costs associated with construction of bicycle and pedestrian facilities and art provided on site.

The proposed DAA would be the third Amendment to Development Agreement A-7113 between the City and the applicant, RiverPark Apartments Owner, LLC.

ANALYSIS AND DISCUSSION

The reasoning behind this third amendment request is to remove Section 5, which has now become irrelevant since the approval of the second DAA. This section proposed to be removed concerns the maintenance of a service road that was to be transferred to the City of Oxnard from Caltrans. However, Caltrans decided not to move forward with the relinquishment of the roadway. The road was to provide access to the southwest portion of the property and was primarily to be used as emergency access for the Fire Department and access for Environmental Resources refuse trucks. The section was added as part of the prior development agreement amendment to solidify that a maintenance agreement would be made with the city following the acquisition making the developer of Fore Apartments financially responsible for upkeep of the road.

The acquisition of the access road was halted when the matter was sent up to the state entity of Caltrans, who disapproved the conveyance to the City of Oxnard.

Due to the unexpected cancellation of the acquisition, the Fore Apartment project, which was already approved with the anticipated road access, had to submit for a minor modification to address the access road issue that was created. To make way for a new access road, the proposed building footprint was compressed. The modification was approved on July 18th, 2023 by the Planning and Environmental Services Manager for a revised building layout and a new access roadway that wrapped around the proposed building. The revised access road was reviewed and approved by both the Fire Department and Environmental Resources Division of Public Works. The compressed building still maintained the proposed 333 units and was generally the same in nature, however, the footprint was slightly smaller. The most significant changes to the compressed footprint were a loss of 25 bedrooms and a minor increase in the height of the parking structure. With these changes, the access road issue was resolved. This development agreement amendment now follows the approved modification to remove the irrelevant language concerning the acquisition of the Caltrans road from the Development Agreement.

General Plan Consistency

The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The removal of Section 5 off the DAA will not result in the development being in conflict with the General Plan land use, goals and policies as the development has addressed the access road issue through an approved minor modification.

Environmental Determination

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the

regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), the request proposes no development and does not constitute a project. Therefore, it can be seen with certainty that there is no possibility that this amendment to the development agreement, located at 2700 and 2750 North Ventura Road, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5)). Staff recommends that the Planning Commission accept a Notice of Exemption attached to the staff report. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

The prior approved development was approved in accordance with the California Environmental Quality Act (CEQA), as an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission’s decision certifying the Final EIR (State Clearinghouse No. 2000051046), and adopting Findings of Fact, Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The approved project is subject to all Mitigation measures identified in FEIR No. 00-03 and subsequent addendums which are relevant. Since certification of FEIR No. 00-03 and approval of the subsequent addendums, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available. As the current development is consistent with the development anticipated under the RPSP, there are no changes or additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no fiscal impact associated with the proposed Development Agreement Amendment.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee. The Planning Commission meeting can be viewed online at the following link:

March 21, 2024 - <https://www.youtube.com/watch?v=uPn1F9RhG5k>

The final motion carried 6 (in favor) - 0 (against), with one commissioner absent.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Planning Commission Staff Report (3_21_2024) and Signed Resolution
2. Draft Third Development Agreement Amendment
3. Second Development Agreement Amendment
4. Notice of Exemption
5. Ordinance Fore Property Development Agmt
6. Staff Presentation

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Daniel Houck, Associate Planner

DATE: March 21, 2024

SUBJECT: **Project Name: Fore Property Development Agreement Amendment;** Planning and Zoning Permit PZ No. 24-670-01 (Third Development Agreement Amendment); Located at 2700 and 2750 North Ventura Road (APN 132-0-100-595)

1. Recommendation: That the Planning Commission (“**Commission**”):

- a) Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
- b) Adopt Resolution 2024-XX recommending City Council approval of Planning and Zoning Permit No. 24-670-01 (Third Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

2. Project Description and Applicant: The project consists of a proposed Development Agreement Amendment (DAA) to remove Section 5 of the second development agreement amendment as it is no longer relevant to the project. This section is in regards to the maintenance of a road that was to be acquired by the City of Oxnard from the California Department of Transportation (Caltrans) that was going to serve the Fore Apartments at Riverpark development. However, that acquisition is no longer being executed due to Caltrans retreating from the potential conveyance of the road to the City of Oxnard as a result of internal disputes within Caltrans.

The Fore DAA only pertains to Lots 8 & 9 of Tract 4334, in RiverPark Specific Plan (RPSP) District B and does not cover the rest of the RiverPark Specific Plan Area. The remainder of the properties in the RiverPark Specific Plan are covered under a separate Development Agreement.

No other changes or physical development is proposed with this request. Any future development proposals would be required to comply with the 2030 General Plan, the RPSP, and applicable development standards. All future proposals would also be subject to compliance with the State California Environmental Quality Act (CEQA) Guidelines.

For purposes of this Staff Report, the foregoing project description shall be referred to as the “Project.” The project application was filed by Riverpark Apartments Owner, LLC, 1741 Village Center Circle, Las Vegas, NV 89134 (collectively referred to as the “Applicant” or “Developer.”)

- 3. Existing & Surrounding Land Uses:** The 702-acre RiverPark Specific Plan site is located in the western portion of Ventura County, in the northwestern edge of the City of Oxnard, and is bounded by the Ventura Freeway (Highway 101) to the South, Vineyard Avenue to the east, Central Road to the North, and the Santa Clara River to the west. This project site is located southwesterly of the intersection of North Ventura Road and Town Center Drive, within the RiverPark Specific Plan Area, at 2700 and 2750 North Ventura Road (APNs: 132-0-100-085 and 132-0-100-095) (Attachment A). The RiverPark Specific Plan area is currently under active development and operation.

The following table provides City General Plan designations, City zoning which governs the area. Additionally, the table identifies a general summary of existing land uses.

Table 1

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site	The RiverPark Specific Plan	Commercial Regional	Fore Apartments at Riverpark (Under Construction)
North	The RiverPark Specific Plan	Commercial Regional	Light Industrial Development
South	The RiverPark Specific Plan	Commercial Regional	Commercial/Senior Living Facility
East	The RiverPark Specific Plan	Residential Medium-High and Park	Wagon Wheel Apartments
West	The RiverPark Specific Plan	Commercial Regional	Santa Clara River

- 4. Background Information:** The original Fore Development Agreement stems from the fact that the two vacant parcels that will contain the approved Fore RiverPark Apartment were outside of the original RiverPark Development Agreement, thus it put these two parcels on par with the parcels governed by the original RiverPark Development Agreement. The development itself is an approved 333 unit residential apartment building that includes onsite amenities and a wrapped parking garage. The apartment building has additionally been approved through the building permit process and is currently under construction.

The history of the development agreement starts on November 18, 2008, when the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard. The Development Agreement (DA) has been amended on two previous occasions.

1. The first amendment was adopted on November 9, 2010 and was related to development fees within the RPSP area.
2. The second amendment was adopted on April 5, 2022 and was intended to provide a net public benefit by providing more affordable housing, promoting the full buildout of the RiverPark Specific Plan, additional tax revenue, and relieving the City from certain road maintenance requirements. In return, the developer wanted to reduce the financial impacts of increased and new development impact fees on the project and therefore, received a fee lock and waiver of new fee increases as well as for improvement costs associated with construction of bicycle and pedestrian facilities and art provided on site.

The proposed DAA would be the third Amendment to DA A-7113 between the City and the applicant, who now currently is RiverPark Apartments Owner, LLC.

- 5. Environmental Analysis:** Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), the request proposes no development and does not constitute a project. Therefore, it can be seen with certainty that there is no possibility that this amendment to the development agreement, located at 2700 and 2750 North Ventura Road, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5)). Staff recommends that the Planning Commission accept a Notice of Exemption attached to the staff report. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

The prior approved development was approved in accordance with the California Environmental Quality Act (CEQA), as an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission’s decision certifying the Final EIR (State Clearinghouse No. 2000051046), and adopting Findings of Fact, Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The approved project is subject to all Mitigation measures identified in FEIR No.

00-03 and subsequent addendums which are relevant. Since certification of FEIR No. 00-03 and approval of the subsequent addendums, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available. As the current development is consistent with the development anticipated under the RPSP, the no changes or additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

6. Analysis:

- a. General Discussion:** Pursuant to Oxnard City Code (OCC) Section 2-95, the Planning Commission is an advisory body which provides land use recommendations to the City Council on items such as General Plan Amendments, Specific Plans, Ordinance Amendments and Development Agreements. The Applicant has requested a modification to Development Agreement No. A-7113, which will now be referred to as the third DAA. The modification is to remove the maintenance requirement for the Development Agreement as it is no longer required due to the City no longer acquiring the access road.
- b. General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The proposed DAA is consistent with the RPSP and the 2030 General Plan and the property's land use designations.

The proposed DAA removes a no longer relevant section from the development agreement concerning the acquisition of a service road and does not conflict with General Plan land use, goals and policies. The following table demonstrates further consistency with the general plan through specific policies:

Consistency with the 2030 General Plan is defined by the relationship between. 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
Policy ICS-1.2	I	<i>Development Impacts to Existing Infrastructure</i> Review proposals for their impacts on infrastructure (e.q., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	The development agreement removes language regarding the need for a maintenance agreement with the City for the acquisition of a road from Caltrans, which would serve as access for Environmental Services and the Fire Department. The development has pivoted following the withdrawal of Caltrans from the deal, and is now supplying their own access road, which has already been approved through a minor modification. This amendment would not leave the development without proper infrastructure and therefore complies with the general plan.
Policy ICS-1.4	I	<i>Infrastructure Conditions of Approval</i> New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Required infrastructure needed for future new development is self-funded.	The development agreement removes language regarding the need for a maintenance agreement with the City for the acquisition of a road from Caltrans, which would serve as access for Environmental Services and the Fire Department. The development has pivoted following the withdrawal of Caltrans from the deal, and is now supplying their own access road, which has already been approved through a minor modification. It has been demonstrated that adequate facilities are in place to serve the development of the prior approved residential apartment building. This amendment would not leave the development without adequate infrastructure and therefore complies with the general plan.
Policy ICS-20.10	I	<i>Adequate Emergency Access and Routes</i> Require that new developments provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	The development agreement removes language regarding the need for a maintenance agreement with the City for the acquisition of a road from Caltrans, which would serve as access for Environmental Services and the Fire Department. The development has pivoted following the withdrawal of Caltrans from the deal, and is now supplying their own access road, which has already been approved through a minor modification. This amendment would not leave the development without proper emergency access and therefore complies with the general plan.

- c. Conformance with Zoning Development Standards:** The proposed DAA does not propose revisions to zoning development standards. The revision, as identified in Section 6a above, would not conflict with existing development standards within the Oxnard City Code or The RPSP.

d. Development Agreement Amendment:

The reasoning behind this third amendment request is to remove Section 5, which has now become irrelevant since the approval of the second DAA. This section proposed to be removed concerns the maintenance of a service road that was to be transferred to the City of Oxnard from Caltrans. However, after Caltrans, the City, and the Applicant worked together on the issue for quite some time Caltrans decided not to move forward with the relinquishment of the roadway. The road was to provide access to the southwest portion of the property and was primarily to be used as emergency access for the Fire Department and access for Environmental Resources refuse trucks. The section was added as part of the prior development agreement amendment to solidify that a maintenance agreement would be done with the city following the acquisition making the developer of Fore Apartments financially responsible for upkeep of the road.

The acquisition of the access road was halted when the matter was sent up to the state entity of Caltrans, who disapproved of the conveyance to the City of Oxnard.

Due to the unexpected cancellation of the acquisition, the Fore Apartment project, which was already approved with the anticipated road access, had to submit for a minor modification to address the access road issue that was created. To make way for a new access road, the proposed building footprint was compressed. The modification was approved on July 18th, 2023 by the Planning and Environmental Services Manager for a revised building layout and a new access roadway that wrapped around the proposed building. The revised access road was reviewed and approved by both the Fire Department and Environmental Services Division. The compressed building still maintained the proposed 333 units and was generally the same in nature, however, the footprint was slightly smaller. The most significant changes of the compressed footprint were a loss of 25 bedrooms and a minor increase in the height of the parking structure. With these changes the access road issue was solved. This development agreement amendment now follows the approved modification to remove the irrelevant language concerning the acquisition of the Caltrans road from the Development Agreement.

- 7. Development Advisory Committee:** The proposed DAA did not require review by the Development Advisory Committee (DAC). However, the apartment project and revisions were reviewed by the members of the DAC.
- 8. Community Workshop:** The DAA is not a development application and therefore does not require a Community Workshop. However, a Community Workshop on the apartment project was held on August 17, 2020. Public notice signs were posted on the Fore

Apartments project site. Notifications were mailed to the RiverPark Neighborhood. Approximately 2,000 notices were mailed. The meeting was held online due to the COVID-19 meeting restrictions. Sixteen members of the community attended this meeting, and three people spoke on the items. The video from the online workshop was also posted on the City's website for members of the public to view separately. The primary concern identified at the Community Workshop walkability and the connectivity of potential housing in District B to other resources. While District B, is on the periphery, there will be a variety of commercial uses within close proximity. New Urbanist principles generally define walking distances as $\frac{1}{4}$ to $\frac{1}{2}$ mile, which is a five to ten minute walk. In addition to the commercial development proposed at the Landing, many of the stores within the Collection are also within $\frac{1}{2}$ mile. Other than those concerns, the comments were generally supportive of the Project introduction of housing, and a recognition of the need for more housing.

Consistent with public noticing requirements, the Planning Commission Hearing was advertised with on-site postings and by mail to property owners within 300 feet of the project site. To date, Planning Staff has received one written comment but no other inquiries from the public regarding the proposed Project.

- 9. Appeal Procedure:** The requested actions for the DAA are recommendations to the City Council. As the Planning Commission does not take formal action, but recommends an action to the City Council, an Appeal procedure is not necessary. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

Attachments:

- A. Maps (Vicinity, General Plan, and Zoning Maps)
- B. Third Development Agreement Amendment
- C. Second Development Agreement
- D. Notice of Exemption
- E. Resolution Recommending Approval for Third DAA
- F. Staff Presentation

RESOLUTION NO. 2024-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 24-670-01) LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD (APN 132-0-100-595). FILED BY RIVERPARK APARTMENTS OWNER, LLC, 1731 VILLAGE CENTER CIRCLE, LAS VEGAS, NV 89134.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On April 5, 2022, the City Council adopted the Second Development Agreement Amendment , which allowed for a time extension, impact fee modifications, defined future affordable housing requirements, and defined off-site maintenance requirements; and

WHEREAS, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 24-670-01 ("**Project**"), a second amendment to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and RIVERPARK APARTMENTS OWNER, LLC a California limited liability company (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Third Development Agreement Amendment shall allow for the removal of a section in the prior development agreement amendment that mandated a maintenance agreement for the acquisition of a service road from Caltrans, which would be used to serve the project site. The Caltrans road will no longer be acquired, deeming the section irrelevant. The proposed changes are included in Exhibit A to this Resolution; and

WHEREAS, on March 21, 2024, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on March 21, 2024, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project does not constitute a project under CEQA, therefore, it

is exempt under CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5), as it can be seen with certainty that there is no possibility that this amendment to the development agreement would have a significant effect on the environment.

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard recommends that the City Council (i) adopt an ordinance approving Planning and Zoning Permit No. 24-670-01 (Amendment No. 3 to Development Agreement No. A - 7113) to amend the Development Agreement pursuant to Exhibit A, hereto attached.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Fore Property Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

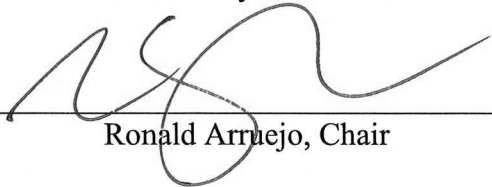
SECTION 7. In recommending adoption of this Resolution for the Fore Property Development Agreement Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because it can be seen with certainty that there is no possibility that this amendment to the development agreement would have a

significant effect on the environment and should be exempt under CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 8. Until such time that the City Council approves the Fore Property Development Agreement Amendment, the underlying Development Agreement shall remain in full force and effect and shall apply to the property affected by this Resolution.

SECTION 9. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of March 2024 by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 21st day of March, 2024, and carried by the following vote:

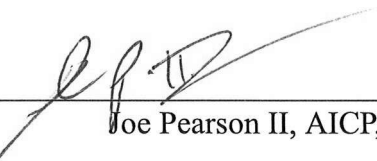
AYES: Commissioner(s): Arruejo, Connelly, Nash, Schuelke, Stewart, Zielsdorf

NOES: Commissioner(s):

ABSENT: Commissioner(s): Lopez

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Joe Pearson II, AICP, Secretary

Fore Property Development Agreement Amendment No. 3 (PZ 24-670-01)
Planning Commission Hearing Date: March 21, 2024
Resolution No. 2024- 06
Page 4 of 4

EXHIBIT A

THIRD DEVELOPMENT AGREEMENT TEXT
(See Attachment B of Planning Commission staff report)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "**Third Amendment**") is made in Ventura County, California as of _____, 2024, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "**City**") and **RIVERPARK APARTMENTS OWNER, LLC**, a Delaware limited liability company ("**Developer**").

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("**Property**"). The Property is located within the boundaries of the City's RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "**Original Development Agreement**"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "**First Amendment to Development Agreement**"), as amended by that certain Second Amendment to Development Agreement dated as of September 6, 2022, and recorded against the Property on September 21, 2022, as Instrument No. 2022000094753 in the Ventura County Recorder's Office (the "**Second Amendment to Development Agreement**"). The Original Development Agreement, as amended by the First Amendment to Development Agreement, Second Amendment to Development Agreement and Third Amendment, are collectively referred to as the "**Development Agreement**."

- C. This Third Amendment solely relates to the Property and no other real property located within the RiverPark Specific Plan.
- D. On _____, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Third Amendment.
- E. On _____, 2024, the City Council held a duly noticed public hearing on this Third Amendment in accordance with Government Code Section 65868.
- F. The City Council has given notice of its intention to consider this Third Amendment, has conducted a public hearing thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Third Amendment are consistent with the City's General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Third Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Third Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

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

Section 1. Deletion of Section 5 of the Second Amendment to Development Agreement.

Section 5 of the Second Amendment to the Development Agreement relating to a maintenance agreement for an access road as it relates to the Property is hereby deleted in its entirety.

Section 2. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Third Amendment amends, this Third Amendment 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 Third Amendment.

(b) Section Headings. The section headings contained in this Third Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Third Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Third Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Third Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Third Amendment or the Development Agreement which it amends. The other parts of this Third Amendment and the Development Agreement which it amends shall remain in effect as if this Third Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Third Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Third Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement.

(f) No Reliance on Other Parties. All parties to this Third Amendment declare that, prior to the execution of this Third Amendment, 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 Third Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Third Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Third Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Third Amendment.

(g) Construction. The provisions of this Third Amendment shall be liberally construed to effectuate its purpose. The language of this Third Amendment shall be construed 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 Third Amendment 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.

(h) Successors and Assigns. This Third Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment, with venue for any legal action lying in a court of competent jurisdiction in the County of Ventura, State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Third Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Third Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Indemnification. The Developer agrees, as a condition of approval of this Third Amendment, to indemnify, defend and hold harmless at the Developer's sole expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Third Amendment. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall reimburse the City for any court costs and reasonable attorneys' fees which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this subsection.

(l) Definitions. All terms not specifically defined in this Third Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Third Amendment on Development Agreement. Unless otherwise specifically amended by this Third Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Third Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Third Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Third Amendment.

(o) Effective Date. After this Third Amendment has been signed by authorized representatives of each of the parties hereto, this Third Amendment shall become effective on which the ordinance approving this Third Amendment becomes operative under Government Code Section 36937.

IN WITNESS WHEREOF, the parties to this Third Amendment have each executed this Third Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

By: _____
John C. Zaragoza, Mayor

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

[Signatures continue on next page]

DEVELOPER:

RIVERPARK APARTMENTS OWNER, LLC,
a Delaware limited liability company

By: Riverpark Apartments Venture, LLC, a
Delaware limited liability company, its sole member

By: FORE Riverpark LLC, a Delaware limited
liability company, its Manager

By: _____
Name: Jonathan Fore
Title: Managing Member

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 _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

Notary

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 _____, 2024, before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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 _____, 2024 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

EXHIBIT 1

THE PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

LOTS 8 AND 9 OF TRACT NO. 4334, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 62 TO 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS INSTRUMENT NO. 86-175822 THROUGH 86-175828, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “Third Amendment”) is made in Ventura County, California as of _____, 2024, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the “City”) and **RIVERPARK APARTMENTS OWNER, LLC**, a Delaware limited liability company (“Developer”).

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto (“Property”). The Property is located within the boundaries of the City’s RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder’s Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder’s Office (the “Original Development Agreement”), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder’s Office (the “First Amendment to Development Agreement”), as amended by that certain Second Amendment to Development Agreement dated as of September 6, 2022, and recorded against the Property on September 21, 2022, as Instrument No. 2022000094753 in the Ventura County Recorder’s Office (the “Second Amendment to Development Agreement”). The Original Development Agreement, as amended by the First Amendment to Development Agreement, Second Amendment to Development Agreement and Third Amendment, are collectively referred to as the “Development Agreement.”

- C. This Third Amendment solely relates to the Property and no other real property located within the RiverPark Specific Plan.
- D. On _____, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Third Amendment.
- E. On _____, 2024, the City Council held a duly noticed public hearing on this Third Amendment in accordance with Government Code Section 65868.
- F. The City Council has given notice of its intention to consider this Third Amendment, has conducted a public hearing thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Third Amendment are consistent with the City's General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Third Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Third Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

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

Section 1. Deletion of Section 5 of the Second Amendment to Development Agreement.

Section 5 of the Second Amendment to the Development Agreement relating to a maintenance agreement for an access road as it relates to the Property is hereby deleted in its entirety.

Section 2. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Third Amendment amends, this Third Amendment 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 Third Amendment.

(b) Section Headings. The section headings contained in this Third Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Third Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Third Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Third Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Third Amendment or the Development Agreement which it amends. The other parts of this Third Amendment and the Development Agreement which it amends shall remain in effect as if this Third Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Third Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Third Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement.

(f) No Reliance on Other Parties. All parties to this Third Amendment declare that, prior to the execution of this Third Amendment, 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 Third Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Third Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Third Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Third Amendment.

(g) Construction. The provisions of this Third Amendment shall be liberally construed to effectuate its purpose. The language of this Third Amendment shall be construed 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 Third Amendment 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.

(h) Successors and Assigns. This Third Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment, with venue for any legal action lying in a court of competent jurisdiction in the County of Ventura, State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Third Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Third Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Indemnification. The Developer agrees, as a condition of approval of this Third Amendment, to indemnify, defend and hold harmless at the Developer's sole expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Third Amendment. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall reimburse the City for any court costs and reasonable attorneys' fees which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this subsection.

(l) Definitions. All terms not specifically defined in this Third Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Third Amendment on Development Agreement. Unless otherwise specifically amended by this Third Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Third Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Third Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Third Amendment.

(o) Effective Date. After this Third Amendment has been signed by authorized representatives of each of the parties hereto, this Third Amendment shall become effective on which the ordinance approving this Third Amendment becomes operative under Government Code Section 36937.

IN WITNESS WHEREOF, the parties to this Third Amendment have each executed this Third Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

By: _____
John C. Zaragoza, Mayor

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

[Signatures continue on next page]

DEVELOPER:

RIVERPARK APARTMENTS OWNER, LLC,
a Delaware limited liability company

By: Riverpark Apartments Venture, LLC, a
Delaware limited liability company, its sole member

By: FORE Riverpark LLC, a Delaware limited
liability company, its Manager

By: _____
Name: Jonathan Fore
Title: Managing Member

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 _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

Notary

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 _____, 2024, before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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 _____, 2024 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

EXHIBIT 1

THE PROPERTY

All that certain real property situated in the County of [Ventura](#), State of California, described as follows:

LOTS 8 AND 9 OF [TRACT NO. 4334](#), IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 114, PAGES 62 TO 66](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN [BOOK 4723, PAGE 472](#) OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS [INSTRUMENT NO. 86-175822 THROUGH 86-175828](#), OF OFFICIAL RECORDS.

Assessor's Parcel Number: [132-0-100-085](#) & [132-0-100-095](#)

EPN

Commonwealth Land Title Company

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

Electronically Recorded in Official Records
County of Ventura County
Mark A. Lunn
Ventura County Clerk-Recorder

DOC# 2022000094753

09/21/2022
Titles: 1 Pages: 13
08:00 AM
Total Fees: \$50.00
ONTIVD

9172683-09

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made in Ventura County, California as of September 6th, 2022, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and **OXNARD COASTAL INVESTMENTS, LLC**, a California limited liability company and **VENTURA LAND DEVELOPMENT COMPANY, LLC**, a California limited liability company (collectively, "Developer").

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("Property"). The Property is located within the boundaries of the City's RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"). The Original Development Agreement as amended by the First Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement."
- C. As of the date of this Second Amendment, Developer is in full compliance with the terms, conditions, and obligations of the Development Agreement, as amended.

- D. The City has recently adopted updated development impact fees (the “2020 Development Impact Fees”) related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the RiverPark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the RiverPark Specific Plan has already been constructed.
- E. Developer and the City intend hereby to amend the Development Agreement to establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the RiverPark Specific Plan area as described below.
- F. Developer and the City each desire to obtain the agreement of one another to the provisions of the Development Agreement, as amended by this Second Amendment.
- G. On December 16, 2021, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Second Amendment.
- H. On March 15, 2022, the City Council held a duly noticed public hearing on this Second Amendment in accordance with Government Code Section 65868.
- I. The City Council has given notice of its intention to consider this Second Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Second Amendment are consistent with the City’s General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Second Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Second Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.
- J. The City has determined that the actions to be taken pursuant to this Second Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the RiverPark FEIR and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Second Amendment.

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

Section 1. Extension of the Term of the Development Agreement.

The term of the Development Agreement, and in particular Section 2 of the Original Development Agreement, is hereby amended to extend such term through and including July 1, 2028. Therefore, the first sentence of Section 2 of the Original Development Agreement is hereby amended and replaced as follows: "This Agreement shall become operative and commence upon the Effective Date and shall remain in effect through and including July 1, 2028, unless the term is modified by mutual written consent of the City and the Developer."

Section 2. Application of 2020 Development Impact Fees and Credits Thereon.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through July 1, 2028, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City's adoption of the 2020 Development Impact Fees, which are reflected on the City's fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

The City acknowledges that, as specified in the RiverPark Specific Plan, the Project includes public recreation and open space areas, including parks, trails and other open spaces (collectively, the "Public Recreation Areas"). The City acknowledges that the value of such Public Recreation Areas exceed the Quimby Fees under Government Code Section 66477 and that the City would otherwise be entitled to impose on the Project and that no Quimby Fees or other park-related fees shall be due from Developer in connection with any portion of the Project. This waiver of payment of current and future City Quimby Fees and park-related fees shall remain in effect for the term of this Agreement, including any extensions thereof, or until the initial buildout of the Project occurs, whichever term is longer.

In lieu of the 2020 Development Impact Fees related to the Growth Requirement Capital Fee (aka Growth Development Fee), Developer shall pay an alternative Growth Requirement Capital Fee based on the project density. Based on the average density of the added residential units of 1.65 persons per residential unit, the Growth Requirement Capital Fee for the Multi-

Family residential would be \$2,290 per unit, in full satisfaction of the City's growth development requirements and Resolution Numbers 10,275, 10,996 and 12,975.

Further, the City acknowledges that Developer shall have the option of either: (i) paying a public art fee in the amount of \$0.28 per square foot of the roofed area per building, or (ii) providing art onsite equal in value to the public art fee amount set forth in clause (i) above, in full satisfaction of the City's public art requirements and City Council Resolution 14,124. Developer shall maintain public art installations on the Property in perpetuity, if installed.

Further, Section 6 of the Development Agreement shall be deleted in its entirety and replaced with the following:

"6. Project's Payment of Development Impact and Capital Fees. Except as modified by this Second Amendment, Developer shall pay all development impact and capital fees applicable to the Project at such time and in such manner as is provided in the Development Fees document from the City with an effective date of September 24, 2018. Such existing fees shall be fixed for the term of this Second Amendment. The Existing Fees shall consist of those development impact and capital fees in existence as of September 24, 2018, including but not limited to Sewer Connection Fees, Water System Connection Fees, Water Service and Meter Charges, Storm Drain Fees, Traffic Impact Fees, Undergrounding of Overhead Utility Lines, and Air Quality Impact Fees. The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency, and that offset or reimburse the City for the increased impacts on the City's public improvements due to development. Any increase in any fee applicable to such Project shall only be applicable to the Project to the extent that any such fee increase is applied consistently and proportionately in accordance with applicable law."

Section 3. Future Affordable Housing.

The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide ten percent (10%) of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and Developer have agreed to an alternative affordable housing program for the Property subject to this Second Amendment. In lieu of the ten percent (10%) requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Property after the date of this Second Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than fifteen percent (15%) of the total number of dwelling units in the project offered for rent at the following levels: five percent (5%) shall be rented at an affordable rent to persons and families of very-low income, five percent (5%) shall be rented at an affordable rent to persons and families of lower income, and five percent (5%) shall be rented at an affordable rent to persons and families of

moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low and Moderate Income Households each such units shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. For Moderate Income units, however, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(5).

Section 4. Expiration of Town Center Development Agreement.

The City and Developer acknowledge the existence of a "Development Agreement/Oxnard Town Center Project" ("Town Center Development Agreement"), which was entered into between the City and Warmington-Semler Partners, and recorded on October 2, 1986 as Instrument No. 86-137015 in the Ventura County Recorder's Office. The Town Center Development Agreement is an encumbrance against the Property. The City acknowledges and agrees that the Town Center Development Agreement has expired by its terms and is no longer in force and effect. Further, the City acknowledges and agrees that the Town Center Development Agreement has been superseded and replaced by the Development Agreement. The City agrees to take appropriate steps to release the Town Center Development Agreement from the Property.

Section 5. Maintenance Agreement for Access Road with Caltrans.

Developer agrees to enter into a maintenance agreement for the access drive and road located just north of the US 101 (Ventura Freeway) and to the East of Ventura Boulevard ("Access Road") with the City (the "Maintenance Agreement"). The Maintenance Agreement will be entered into after Developer or its assignee secures entitlements for that certain project known as "Fore Riverpark" that is currently pending before the City.

Section 6. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Second Amendment amends, this Second Amendment 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 Second Amendment.

(b) Section Headings. The section headings contained in this Second Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Second Amendment 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.

(d) Waiver. No waiver of any provision of this Second Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Second Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Second Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this Second Amendment declare that, prior to the execution of this Second Amendment, 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 Second Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Second Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Second Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Second Amendment.

(g) Construction. The provisions of this Second Amendment shall be liberally construed to effectuate its purpose. The language of this Second Amendment shall be construed 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 Second Amendment 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.

(h) Successors and Assigns. This Second Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Second Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Second Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Second Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Second Amendment has been signed by authorized representatives of each of the parties hereto, this Second Amendment shall become effective on the date on which the ordinance approving this Second Amendment becomes operative under Government Code Section 36937.

(l) Definitions. All terms not specifically defined in this Second Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Second Amendment on Development Agreement. Unless otherwise specifically amended by this Second Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Intentionally Omitted.

(o) Recordation of this Second Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Second Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Second Amendment.

Section 7. Section 23 is added the Development Agreement to read as follows:

"23. Selection of Local Subcontractors

In order to promote and maximize the employment of City of Oxnard and Ventura County residents on the Project, Owner, to the extent allowed by law, commits to make a good faith effort to achieve a goal of at least 35% of subcontractors performing Project work be primarily located in Ventura County."

IN WITNESS WHEREOF, the parties to this Second Amendment have each executed this Second Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date:

Sept. 6, 2022

By:

John C. Zaragoza
Mayor John C. Zaragoza.

ATTEST:

By:

R. Chaparro 9/6/22
City Clerk - R. Chaparro

APPROVED AS TO FORM:

By:

Stephen Fischer for
Stephen Fischer
City Attorney

[Signatures continue on next page]

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

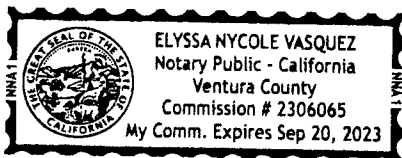
County of Ventura }On September 6, 2022 before me, Elyssa Nycole Vasquez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared John C. Zaragoza

Name(s) of Signer(s)

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 and/or Stamp Above

Signature

Elyssa Nycole Vasquez
Signature of Notary Public
OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Second Amendment to Development Agreement #7113Document Date: September 6, 2022

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: John C. Zaragoza☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☒ Other: MayorSigner is Representing: City of Oxnard

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

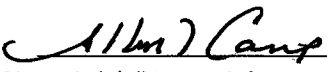
Signer is Representing: _____

DEVELOPER:

OXNARD COASTAL INVESTMENTS, LLC,
a California limited liability company

By: 
Name: Dave O. White
Title: Managing Member

VENTURA LAND DEVELOPMENT COMPANY,
a California limited liability company

By: 
Name: ALLEN F. CAMP
Title: MANAGER

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

Ventura

) SS:

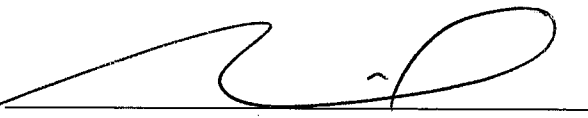
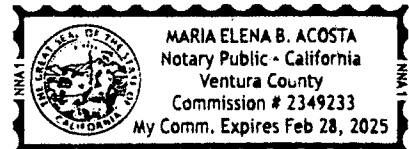
On August 4, 2022 before me, Maria Elena B. Acosta, Notary Public
 Notary Public (insert name and title of the officer),

personally appeared Dave D. White, 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:

[Seal]

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 Ventura)

SS:

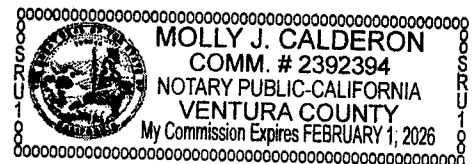
On August 09, 2022 before me, Molly J. Calderon, Notary Public
Notary Public (insert name and title of the officer),

personally appeared Allen F. Camp, 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: Molly J. Calderon



[Seal]

EXHIBIT 1**THE PROPERTY**

All that certain real property situated in the County of Ventura, State of California, described as follows:

LOTS 8 AND 9 OF TRACT NO. 4334, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 62 TO 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS INSTRUMENT NO. 86-175822 THROUGH 86-175828, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**

NOTICE OF EXEMPTION (NOE)

-
- | | |
|---|---|
| ☐ To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044 | From: City of Oxnard
Community Development Department
214 South C Street
Oxnard, CA 93030 |
|---|---|
-
- | |
|--|
| ☐ To: Ventura County Clerk-Recorder &
Registrar of Voters
Hall of Administration, Main Plaza
800 South Victoria Avenue,
Ventura, CA 93009-1260 |
|--|
-

Project Title: Fore Development Agreement Amendment

Project Applicant: RiverPark Apartments Owner, LLC (Property Owner)

Project Location - Specific: 2700-2750 North Ventura Road, Oxnard, CA, 93036, Ventura County, APN 132-0-100-595.

Description of Nature, Purpose and Beneficiaries of Project: Planning and Zoning Permit No. 24-670-01 (Development Agreement Amendment): A request for a Development Agreement Amendment to remove a section of the agreement regarding the acquisition of a service road from Caltrans, as the road is no longer a part of the development. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) ("general rule" or "common sense") and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). Filed by Riverpark Apartments Owner, LLC, 1741 Village Center Circle, Las Vegas, NV 89134.

Name of Public Agency Approving Project (Lead Agency): City of Oxnard

Name of Person or Agency Carrying Out Project (Applicant): Jonathan Cornelius,
Designated Agent

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption:
- ☒ Statutory Exemptions. State code number: Section 15061(b)(3) and Section 15378(b)(5)

Reason(s) why project is exempt: Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of

Regulations Sections 15000 et seq., the “CEQA Guidelines”), the request proposes no development and does not constitute a project. Therefore, it can be seen with certainty that there is no possibility that this amendment to the development agreement, located at 2700 and 2750 North Ventura Road, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5)).

Lead Agency Contact Person: Daniel Houck, Associate Planner, 805-385-7556

Joe Pearson II, AICP
Planning and Environmental Services Manager
City of Oxnard

Date

Note: Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 24-670-01) LOCATED ON THE PROPERTIES AT 2700 AND 2750 NORTH VENTURA ROAD STREET (APN 132-0-100-595). FILED BY RIVERPARK APARTMENTS OWNER, LLC 1741 VILLAGE CENTER CIRCLE, LAS VEGAS, NV 89134.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On April 5, 2022, the City Council adopted the second Development Agreement Amendment which allow for a time extension, impact fee modifications, define future affordable housing requirements, and off-site maintenance requirements; and

WHEREAS, the Planning Commission of the City of Oxnard (“Planning Commission”) has considered an application for Planning and Zoning Permit No. 24-670-01 (“Project”), a third amendment to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the “City”) and Oxnard COASTAL INVESTMENT. LLC, a California limited liability company and VENTURA LAND DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively referred to “Applicant” or Developer” in the record of proceedings for the development of the Fore Property; and

WHEREAS, the third Development Agreement Amendment (DAA) shall remove Section 5; and

WHEREAS, on March 21, 2024, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider an application for a Development Agreement Amendment (PZ 24-670-01) in accordance with Section 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on March 21, 2024, presented by staff and the applicant with a series of questions,

found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the Planning Commission upheld the determination by the Planning and Environmental Services Division that the Development Agreement Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5) as a result of the Division's preliminary environmental assessment in accordance with the California Environmental Quality Act; and

WHEREAS, the Planning Commission adopted Resolution 2024-06 recommending that the City Council approve Planning & Zoning Permit No. 24-670-01 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council upholds the determination by the Planning and Environmental Services Division that the Development Agreement Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5) as a result of the Division's preliminary environmental assessment in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the following Circumstances exist:

1. As outlined in 6(b) of the Planning Commission Staff Report dated March 21, 2024, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined Section 6(d) of the Planning Commission Staff report dated March 21, 2024, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted Fore Development Agreement; and
3. As determined in the staff preliminary environmental assessment, the proposed Development Agreement Amendment does not constitute a project under CEQA and therefore, will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures, or to the public health, safety, or general welfare; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers, and employees from and against any claims, actions, or proceedings to attack, set aside, void, or annul the approval of this Ordinance or any actions or

proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Fore Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the Fore Property Development Agreement Amendment, the City Council finds and determines the project is in compliance with CEQA as the Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5).

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 24-670-01 (Amendment No. 3 to Development Agreement A-7113).

SECTION 9. Planning and Zoning Permit No. 24-670-01 (Amendment No. 3 to Development Agreement No. A - 7113) is approved to amend the Development Agreement pursuant to Exhibit A, hereto attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a

copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on May 7, 2024, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

THIRD DEVELOPMENT AGREEMENT TEXT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “Third Amendment”) is made in Ventura County, California as of _____, 2024, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the “City”) and **RIVERPARK APARTMENTS OWNER, LLC**, a Delaware limited liability company (“Developer”).

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto (“Property”). The Property is located within the boundaries of the City’s RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder’s Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder’s Office (the “Original Development Agreement”), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder’s Office (the “First Amendment to Development Agreement”), as amended by that certain Second Amendment to Development Agreement dated as of September 6, 2022, and recorded against the Property on September 21, 2022, as Instrument No. 2022000094753 in the Ventura County Recorder’s Office (the “Second Amendment to Development Agreement”). The Original Development Agreement, as amended by the First Amendment to Development Agreement, Second Amendment to Development Agreement and Third Amendment, are collectively referred to as the “Development Agreement.”

- C. This Third Amendment solely relates to the Property and no other real property located within the RiverPark Specific Plan.
- D. On _____, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Third Amendment.
- E. On _____, 2024, the City Council held a duly noticed public hearing on this Third Amendment in accordance with Government Code Section 65868.
- F. The City Council has given notice of its intention to consider this Third Amendment, has conducted a public hearing thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Third Amendment are consistent with the City's General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Third Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Third Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

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

Section 1. Deletion of Section 5 of the Second Amendment to Development Agreement.

Section 5 of the Second Amendment to the Development Agreement relating to a maintenance agreement for an access road as it relates to the Property is hereby deleted in its entirety.

Section 2. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Third Amendment amends, this Third Amendment 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 Third Amendment.

(b) Section Headings. The section headings contained in this Third Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Third Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Third Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Third Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Third Amendment or the Development Agreement which it amends. The other parts of this Third Amendment and the Development Agreement which it amends shall remain in effect as if this Third Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Third Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Third Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement.

(f) No Reliance on Other Parties. All parties to this Third Amendment declare that, prior to the execution of this Third Amendment, 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 Third Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Third Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Third Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Third Amendment.

(g) Construction. The provisions of this Third Amendment shall be liberally construed to effectuate its purpose. The language of this Third Amendment shall be construed 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 Third Amendment 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.

(h) Successors and Assigns. This Third Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment, with venue for any legal action lying in a court of competent jurisdiction in the County of Ventura, State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Third Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Third Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Indemnification. The Developer agrees, as a condition of approval of this Third Amendment, to indemnify, defend and hold harmless at the Developer's sole expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Third Amendment. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall reimburse the City for any court costs and reasonable attorneys' fees which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this subsection.

(l) Definitions. All terms not specifically defined in this Third Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Third Amendment on Development Agreement. Unless otherwise specifically amended by this Third Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Third Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Third Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Third Amendment.

(o) Effective Date. After this Third Amendment has been signed by authorized representatives of each of the parties hereto, this Third Amendment shall become effective on which the ordinance approving this Third Amendment becomes operative under Government Code Section 36937.

IN WITNESS WHEREOF, the parties to this Third Amendment have each executed this Third Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

By: _____
John C. Zaragoza, Mayor

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

[Signatures continue on next page]

DEVELOPER:

RIVERPARK APARTMENTS OWNER, LLC,
a Delaware limited liability company

By: Riverpark Apartments Venture, LLC, a
Delaware limited liability company, its sole member

By: FORE Riverpark LLC, a Delaware limited
liability company, its Manager

By: _____
Name: Jonathan Fore
Title: Managing Member

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 _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

Notary

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STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024, before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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 _____)

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Notary Public (insert name and title of the officer),

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: _____

[Seal]

EXHIBIT 1

THE PROPERTY

All that certain real property situated in the County of [Ventura](#), State of California, described as follows:

LOTS 8 AND 9 OF [TRACT NO. 4334](#), IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 114, PAGES 62 TO 66 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN [BOOK 4723, PAGE 472 OF OFFICIAL RECORDS](#).

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS [INSTRUMENT NO. 86-175822 THROUGH 86-175828](#), OF OFFICIAL RECORDS.

Assessor's Parcel Number: [132-0-100-085](#) & [132-0-100-095](#)

Fore Property Development Agreement Amendment

Planning and Zoning Permit PZ No.
24-670-01 (Third Development Agreement Amendment)

Applicant: Jonathan Cornelius on behalf of RiverPark Apartment Owners, LLC

Daniel Houck, Associate Planner
Joe Pearson II, Planning and Environmental Services Manager

City Council
May 7, 2024

Project Description

- The proposed Development Agreement Amendment (DAA) will allow for:
 - The removal of Section 5, which mandated a maintenance agreement with the City of Oxnard for a service road the City was acquiring that the property would use to service the proposed residential apartment project on the parcel.
 - This section is no longer needed.
 - The road was to be used as an access road for the proposed residential apartment project on the parcel for the Fire Department and Environmental Services.
 - Caltrans retreated from the deal and the property underwent a redesign of the proposed apartment building to address the need for an access road. This was approved through a minor modification.

Project Location

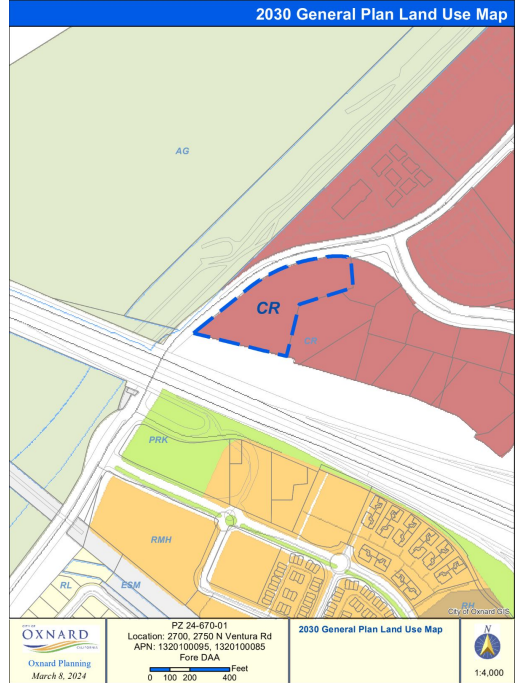
Subject Site: 2700 and 2750 North Ventura Road

Location: This project site is located southwesterly of the intersection of North Ventura Road and Town Center Drive, within the RiverPark Specific Plan Area.



General Plan & Zoning Maps

General Plan Land Use



Commercial Regional (CR)

Zoning Designation



Residential Very High/Commercial Regional (RVH/CR)

Background - RiverPark Apartments (Continued)

- On May 23, 2022, the Community Development Director approved of the project to allow a 333 unit apartment building on the parcel.
- On July 21, 2022, Planning Commission heard an appeal of the project and upheld the Director's initial approval. (PZ 19-200-16)
- On July 18th a Minor Modification was approved by staff that maintained the proposed residential building at 333 units, however, taking up a compressed footprint.
 - This was due to the removal of an access road that was to be acquired from Caltrans by the City of Oxnard. The state level of Caltrans opted not to approve of the conveyance of the road.
 - The building was compressed, losing 25 bedrooms, and increasing the height of the parking structure to provide the Fire Department and Environmental Resources with the access road on the property.

Background - Development Agreement

- On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard.
- The Development Agreement (DA) has been amended on two previous occasions, November 9, 2010 and April 5, 2022.

Background - Planning Commission

The project was presented to Planning Commission on March 21, 2024, during the Commission's public hearing Commissioners asked a series of questions as a result of staff's presentation.

At the Commission's public hearing on March 21, 2024, the Commission made a motion finding the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and adopted a resolution recommending that the City Council Approve Planning and Zoning Permit No. 24-670-01 (Third Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

- Policy ICS-1.2
 - Development Impacts to Existing Infrastructure
 - Doesn't create impacts on existing infrastructure
- Policy ICS 1.4
 - Infrastructure Conditions of Approval
 - Should only be approved if it demonstrates adequate public services and required infrastructure
- Policy ICS 20.10
 - Adequate Emergency Access and Routes
 - Must provide adequate emergency access

Environmental Determination:

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), the request proposes no development and does not constitute a project. Therefore, it can be seen with certainty that there is no possibility that this amendment to the development agreement, located at 2700 and 2750 North Ventura Road, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5)). Staff recommends that the City Council accept the Notice of Exemption.

Public Notice

- Notice of CC hearing was provided:
 - Newspaper,
 - On-site posting; and
 - Mailed to property owners within 300 feet.

Recommendation: That the City Council:

- a) Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
- b) Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 24-670-01 (Amendment No. 3 to Development Agreement No. A-7113), subject to certain findings and conditions.



End of Presentation



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Adoption of the Fiscal Year 2024-2025 Annual Action Plan, the amended Regional Consolidated Plan and the amended Citizen Participation Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a U.S. Department of Housing and Urban Development public hearing regarding the fiscal year 2024-2025 Annual Action Plan, with funding recommendations, the amended 2020-2024 Regional Consolidated Plan and the amended Citizen Participation Plan;
2. Approve the fiscal year 2024-2025 Annual Action Plan;
3. Approve the updated changes in the amended Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
5. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2024-2025 Annual Action Plan, and authorize the budget appropriations to fund the administration and activities, including the ability to increase or decrease activities funding up to ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;
6. Authorize the City Manager, and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and
7. Authorize the City Manager, and his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee voted to approve unanimously.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/dUaLZyNlp8E>

BACKGROUND

The City of Oxnard receives entitlement grant funding from the United States Department of Housing and Urban Development for the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and HEARTH Emergency Solutions Grant programs (ESG). To receive these entitlement grants the City of Oxnard must prepare, submit, and receive approval of a five-year Regional Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing.

The fiscal year 2024-2025 Annual Action Plan must be approved before entitlement grant funds are received. The local procedures to approve these documents are set forth in the Citizen Participation Plan.

DISCUSSION

HUD's Formula Grant Programs

CDBG is able to provide funding for activities such as neighborhood park improvements, street improvements, facility improvements, homeownership assistance, owner-occupied mobile home rehabilitation, housing rehabilitation and public service activities that benefit low and moderate-income residents.

HOME funds are used to ensure provision of affordable housing, where the primary objective is the development of new and affordable units.

ESG provides funding for homeless programs, including Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing, Housing Relocation and Stabilization Services, Rental Assistance, and the Homeless Management Information System.

2024-2025 Annual Action Plan

This is the fifth, and final year Annual Action Plan of the five year Regional Consolidated Plan. Each year, the City of Oxnard must submit an Annual Action Plan which serves as an application for its three entitlement grant programs referenced above. The Annual Action Plan identifies specific activities, goals and funding allocations for the program year. The Annual Action Plan draft includes project proposals and funding recommendations for the City Council's consideration.

Community involvement is a key component of the preparation of the Annual Action Plan. HUD requires that grantees provide opportunities for the public to participate in the development of the Annual Action Plan, as well as follow the requirements of the City's adopted Citizen's Participation Plan. The subject Council Committee meeting serves as one of the two required public meetings to receive input on the Annual Action Plan. Notice of the subject public meeting date was published in the VIDA Newspaper on April 4, 2024 in Spanish and English. The second public meeting scheduled for the City Council meeting on May 7, 2024 provides further opportunity for the City Council and the public to consider the funding recommendations and to receive public comments for the 2024 Annual Action Plan draft.

Four community meetings were held in January and February 2024, and a Resident Input of Community Need survey was released in English and Spanish. During these meetings, staff take resident and stakeholder comments relating to the unmet needs of low- and moderate-income persons residing in the City of Oxnard. Topics of discussion include affordable housing, economic development, public services and homelessness. For details about the stakeholder input see Attachment 2 "2024-2025 Annual Action Plan". In summary, none of the comments resulted in changes to the Annual Action Plan, primarily because applications were not received for the subjects raised by the stakeholders.

In addition to these meetings, the 2024 Annual Action Plan was made available to the public for a 30-day review period beginning April 5, 2024 and ending on May 7, 2024. The draft of the Annual Action Plan and the amended Oxnard Citizen Participation Plan are also available electronically on the City of Oxnard Housing Department, Grants Management website.

Annual Action Plan Funding Recommendations

The City of Oxnard is expected to receive an award of \$2,213,917 in Community Development Block Grant funds, \$768,867 in HOME Investment Partnerships Program funds and \$207,883 in HEARTH Emergency Solutions Grant funds

in fiscal year 20243-20254. In addition, the Housing Department estimates program income in the amount of \$100,000 for the Community Development Block Grant program, and \$100,000 for HOME programs, which will increase the total allocation to \$3,390,667.

The Housing Department issued a Notice of Funding Availability (NOFA), announcing the availability of the fiscal year 2024-2025 entitlement grant funding on November 9, 2023. The NOFA invited non-profit providers and City departments to apply for funding from the entitlement grants for an activity or service that primarily benefits low- and moderate-income persons. In order to apply, service providers must attend a mandatory workshop. Grant application workshops were held to provide training and information on the availability of grant funding for eligible programs for interested parties. Applications were received from January 9, 2024 through February 12, 2024.

Through the application process the City of Oxnard received fifteen (15) applications soliciting funds from the Community Development Block Grant including five (5) for public improvements and ten (10) for public service programs.

The CDBG recommended funding three of the five applications received for the public improvement and other programs category consisting of an application from Habitat for Humanity for homeowner residential rehabilitation program for low-and moderate-income housing and the City of Oxnard Public Works Department for streets and ADA improvements in La Colonia. Additionally, staff recommends funding neighborhood improvements, which potentially includes the Colonia Boxing Gym.

Staff does not recommend funding for: 1)Ventura County Community Development Corporation's Hope to Home Down Payment Assistance application as the organization still has City CDBG funding from prior years; 2) an application to improve the Camino Del Sol Community Garden; 3)Cabrillo Economic Development Corporation's Meta Street Apartments rehabilitation.

The CDBG recommended funding seven of the ten applications received for public service activities consists of senior services, youth services, mental health services, housing services and homeless programs to assist low- and moderate-income residents of Oxnard. Three public service activities are not recommended for funding including: 1) Many Mansion's MM Community Services Program application, as a grant was already awarded that funds this scope of work; 2) Livingston Memorial Visiting Nurse Association's Subsidized Care, which was an incomplete application; and 3) the Oxnard Performing Arts Center Corporation which withdrew their application.

Staff received four applications for funding from the Emergency Solutions Grant. Three applications are recommended for funding including Turning Point Foundation – Emergency Shelter, Mercy House Living Centers – Rapid Rehousing, and United Way of Ventura County – Rapid Rehousing. In addition, staff proposes to allocate funds to the Oxnard Homeless Services Division for Street Outreach, Foul Weather Shelter and HMIS activities. One application is not recommended for funding, the United Way of Ventura County – Homeless Prevention, who is anticipated to receive \$300,000 of CDBG-CARES Act funds, pending an April 2, 2024 approval from City Council.

A HOME allocation in the amount of \$768,867 that will remain intact until projects have been identified for use of these funds. Unlike the above grants, a specific application window is not opened for this grant, rather applicants are asked to apply when projects are ready for funding.

The complete list of the funding recommendations is included in Attachment 1, fiscal year 2024-2025 Annual Action Plan Funding Recommendation. The draft 2024-2025 Annual Action Plan is provided as Attachment 2.

Regional Consolidated Plan Amendment

New language is proposed with the Regional Consolidated Plan to support the application for a Choice Neighborhood planning grant for up to \$500,000 dollars to focus revitalization efforts within two Oxnard neighborhoods including Downtown and La Colonia. In support of this grant and to further revitalization efforts, the Housing department will emphasize existing grant resources within these two communities. Concentration of efforts within the two communities require identifying them in the Five-year Regional Consolidated Plan and the 2024-2025 Annual Action Plan.

If the grant application is successful, staff proposes to apply for a \$50 million-dollar award under the Choice

Neighborhoods Implementation Grant. In preparation of this grant, staff is incorporating the two target areas of focus in this plan for future allocations from the Community Development Block Grant program to specifically identify and support the La Colonia and Downtown neighborhoods that qualify via census tract for the grant. An amendment to the Regional Consolidated Plan is provided in Attachment 3 for review. The original Regional Consolidated Plan can be located on the City's website in the following link: <https://www.oxnard.org/city-department/housing/grants-management/ventura-county-regional-consolidated-plan-2020-2024/>

Citizen Participation Plan Amendment

HUD requires that Grantees provide opportunities for the public to comment on all reports submitted to HUD for review and approval. The plan must provide a summary of citizen comments or views on the plan, a written explanation of comments not accepted and if applicable, the reasons why comments were not accepted. In accordance with these regulations, the City Council approved the last Citizen Participation Plan on May 16, 2023.

There are proposed amendments to the Citizen Participation Plan to clarify requirements and better align it with city policies. Proposed Amendments to the to the Citizen Participation Plan are as follows:

1. Section III: Updated the specified stakeholders to reach out to
2. Section IV: Added the minimum number of required hearings (by HUD) for the Consolidated Plan and Annual Action Plan. Currently, this is only listed in Section VI which only specifies Section 108 loans.
3. Section XI: Removed language regarding the Residential Anti-displacement and Relocation Assistance Act. The City creates each plan specifically for projects that trigger displacement and relocation.
4. Section XIV: Updated to reflect the definition of "substantial changes" to better align with City purchasing thresholds.
5. Throughout: Cleaned up language to better clarify acronyms and to give better direction to the community regarding accessibility to the Citizen Participation Plan.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Funds identified in this report and subsequent attachments are new funding allocations. The fiscal year 2024-2025 Annual Action Plan outlines how the City of Oxnard plans to allocate its three entitlement grant programs for the FY 2024-2025 budget. This includes the 2024-2025 HUD grant allocations estimate of \$2,213,917 in Community Development Block Grant, \$768,867 for HOME, and \$207,883 for Emergency Solutions Grant. FY 2024-25 program income is estimated at \$100,000 for the Community Development Block Grant program and \$100,000 for HOME program.

The grand total of available resources is estimated at \$3,390,667.

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

COMMITTEE OUTCOME

(Community Services, Public Safety, Housing & Development Committee voted to approve unanimously.)

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. 2024-2025 Annual Action Plan Funding Recommendation
2. 2024-2025 Annual Action Plan Draft
3. 2020-2024 Regional Consolidated Plan Amendment
4. Draft Oxnard Citizen Participation Amendment, with redlines
5. PowerPoint Presentation

CITY OF OXNARD

2024 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

HUD CDBG Allocation (ESTIMATE)	\$ 2,213,917
Program Income	\$ 100,000
<u>TOTAL CDBG GRANT RESOURCES</u>	<u>\$ 2,313,917</u>

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

ADMINISTRATION - 20%

Housing Department-Grants Management	CDBG Administration & Planning	\$ 462,783
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PUBLIC SERVICES- not more than 15%

California Lutheran University	CLU Oxnard Cares: Affordable Mental Health Services for City of Oxnard Resident	\$ 30,500
Oxnard Cultural & Community Services Department	Palm Vista Senior Center	\$ 31,000
Oxnard Cultural & Community Services Department- Recreation	Police Activities League - PAL	\$ 105,087
Oxnard Cultural & Community Services Department- Recreation	Southwinds Youth Center	\$ 31,000
Oxnard Housing Authority	Senior Supportive Services	\$ 62,000
Oxnard Housing Department- Homeless	Foul Weather Shelter	\$ 40,000
The Salvation Army	Oxnard Rental Assistance Program	\$ 12,500
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter and Multi-service Navigation Center	\$ 35,000

Total Public Services Projects \$ **347,087**

PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS

Oxnard Public Works	La Colonia Neighborhood Street Resurfacing and ADA Improvement Project	\$ 1,000,000
Habitat for Humanity of Ventura County	Habitat Home Repair Program	\$ 100,000
Oxnard Housing Department	Neighborhood Improvements	\$ 404,047

Total Public Improvements & Other City Programs \$ **1,504,047**

TOTAL CDBG GRANT EXPENDITURES \$ **2,313,917**

HEARTH EMERGENCY SOLUTIONS GRANT (HESG)

HESG AVAILABLE RESOURCES

HUD HESG Allocation (ESTIMATE)	\$	207,883
TOTAL HESG GRANT RESOURCES		\$ 207,883

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

Oxnard Housing Department-Homeless	HESG Administration & Planning (7.5 %)	\$	15,591
Oxnard Housing Department-Homeless	Foul Weather Shelter & Homeless Management Information System	\$	10,500
Oxnard Housing Department-Homeless	Homeless Street Outreach- The Salvation Army	\$	53,062
Mercy House Living Centers	Rapid Re-Housing	\$	68,730
United Way of Ventura County	Forward Home: Rapid Re-Housing	\$	15,000
Turning Point Foundation	Our Place Safe Haven: Emergency Shelter	\$	45,000
TOTAL HESG GRANT EXPENDITURES		\$	207,883

HOME INVESTMENT PARTNERSHIP (HOME)

HOME Available Resources

HUD HOME Allocation (ESTIMATE)	\$	768,867
Program Income	\$	100,000
TOTAL HOME GRANT RESOURCES		\$ 868,867

Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	\$	86,886
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	\$	115,330
Oxnard Housing Department - AHRD	Affordable Housing Development Project	\$	666,651
TOTAL HOME GRANT EXPENDITURES		\$	868,867

ENTITLEMENTS GRAND TOTAL	\$	3,390,667
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City of Oxnard

2024 Annual Action Plan

Draft

May 2024

Prepared by:

City of Oxnard

Housing Department

Grants Management

435 South D Street

Oxnard, California, 93030



Executive Summary

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

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 200,415, according to the United States Census Bureau population estimates in 2022. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) for the 2020-2024 ConPlan period. The collaborators that developed the Regional Consolidated Plan are the County of Ventura, and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is a HUD requirement that provides a needs and gaps analysis of the community to base Annual Action Plan goals and activities on, and to ensure that the targeted populations and geographic areas are being served in accordance to HUD regulations.

The AAP's annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2024 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan period, Plan Year 2024. The current AAP will cover the period of July 1, 2024 to June 30, 2025 (plan year 2024). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2024 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged but this year's allocation slightly decreased. The Plan year 2024 Estimated allocations are; Community Development Block Grant (CDBG) \$2,213,917 a decrease of 6.4%, HOME Investment Partnerships (HOME), \$768,867 and Hearth Emergency Solutions Grant (HESG), \$207,883. Total Estimated HUD entitlement grant funds of \$3,190,667.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2024-2025 AAP proposed projects.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-2024 Regional ConPlan. The goals and accomplishments for Plan year 2024 are summarized in the Annual Goals and Objectives AP-20 in the AAP.

Accomplishments achieved during the program year (PY) 2022 (July 1, 2022 through June 30, 2023) were evaluated in detail in the PY 2022 CAPER. The CAPER was completed and submitted to HUD on September 28, 2023. Due to COVID-19, programs had challenges during the pandemic to meet the annual goals in 2022-2023.

Public Services actual accomplishments total was 2,139 persons. Homeless programs provided services to 976 homeless persons, senior programs provided services to 43 persons, youth services provided services to 1,060 persons, health services programs provided services to 60 persons for Oxnard residents during FY 2022-2023.

Down payment assistance program was awarded to a subrecipient to operate the program and the program is expected to move forward in FY 2023-2024. The Business Assistance Loan program was delayed and is expected to move forward in FY 2023-2024.

Public Improvements and Infrastructure activities included park improvements located in low- and moderate-income areas at Community Center East Park, Wilson Park and Pleasant Valley Park and homeless shelter building improvements for Oxnard residents city-wide. The projects are anticipated to complete in program year 2023-2024. Clearance-Off site improvements activities at Cypress Place have commenced during the program year and will continue through FY 2023-2024. The Court Reconstruction project that was delayed during the FY 2022-2023 program year.

Homelessness services funded by HESG provided 79 persons with emergency shelter services, 17 households were provided rapid rehousing service, and 315 persons with street outreach services in Oxnard during FY 2022-2023.

No rental units were constructed during the program year; however, two programs were awarded HOME funds -the first is Cabrillo Economic Development Corporation's Etting Road project, now known as Dolores Huerta Gardens, who secured all financing for the project in FY 2022-2023. There are 11 HOME-Assisted Units included, with a total of 58 units to be constructed. The project is estimated to be completed in May 2025. The second is the first phase

of Cypress Place at Garden City project with 15 HOME-assisted units out of a total of 90 units to be constructed. The project is estimated to be completed in April 2025.

HOME-ARP: In May of 2023, HUD approved the City of Oxnard's HOME-ARP Allocation Plan. Based on data and feedback received from the community, the City plans to use its HOME-ARP funding to support the creation of new affordable rental housing. The City plans to use its HOME ARP funding in support of proposals received from developers in need of gap financing. The City plans on committing its HOME ARP funds by June of 2024.

CARES ACT CDBG-CV: The City processed an amendment for the CDBG-CV balance of remaining funds in February 2023 in order to move forward with projects related to COVID-19. The Business Assistance Program received additional funding for businesses in Oxnard in response to economic needs created by Covid-19. There were no awarded business grants in FY 2022-2023. The Business Assistance program anticipates awarding business grants in the next fiscal year. The Rental Assistance program was in the process of winding down for services and operational expenses incurred to close out the program. The Homeless Outreach services, operated by Ventura County Health Care Agency, provided a total of 237 people were outreached during the COVID-19 pandemic through the entire COVID response outreach program. This program consisted of two parts that worked in conjunction with each other 1) The portion described in this report that received \$70,000 CDBG-CV funding, and a second portion that received \$120,000 ESG-CV. The 237-total number of clients is across both portions of the overall outreach program. The Homeless program received additional funding to continue homeless services in Oxnard in response to immediate needs created by Covid-19.

CARES ACT ESG-CV, emergency shelter assisted 112 persons (cumulative 523 persons), street outreach program assisted 16 persons (cumulative 521 persons) and 6 households (35 persons) were assisted with rapid rehousing in FY 2022-2023. The ESG-CV funds will continue to assist homeless persons in FY 2023-2024.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings including on February 8, 2024 and May 7, 2024.

The Public Hearing-February 8, 2024 provided the opportunity for the public to comment on unmet community needs for FY 2024-2025 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 60 emails and addresses consisting of organizations, service providers, Oxnard Housing Authority, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building. The public comment period started November 10, 2023 and ended on February 8, 2024. During the public comment period there were no written public comments submitted and one verbal public comment was received during the public hearing.

Second public hearing is scheduled to be on May 7, 2024 (1) to provide the opportunity to the public to comment on the projects recommended for funding for FY 2024-2025 AAP and the draft AAP; and (2) to receive recommendations and direction from the City Council regarding the FY 2024-2025 AAP grant funding. This will be updated after the meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

First Public Hearing: February 8, 2024

During the first Public Hearing, there was one verbal comment submitted. In addition, no written comments were submitted during the public comment period.

Comment: Sam Carr at Habitat for Humanity of Ventura County for the Home Repair Program. The program provides services to low income homeowners with critical home repairs. Habitat for Humanity is looking to apply for CDBG funding to better serve community members within the City of Oxnard. Sam provided the history about the organization.

Second Public Hearing: May 7, 2024

Public comments will be updated after the meeting.

6. Summary of comments or views not accepted and the reasons for not accepting them

During the first Public Hearing, all comments were accepted.

During the second Public Hearing, all comments will be accepted.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives. The City increased awareness of the Annual Action Plan's public review activities and process by providing the public notice in various ways.

The City sent notices of the public hearing in English and Spanish to more than 60 emails and addresses consisting of organizations, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 250 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building.

The Public Hearings comply with the Americans with Disabilities Act. If the public requires special assistance to participate in a meeting, the individual would contact the City Clerk's Office. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for persons accessibility to the meeting. This notation is included on all city Agenda's.

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

1. 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
HOPWA Administrator		
HOME Administrator	Oxnard	Housing Department
ESG Administrator	Oxnard	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

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 Housing Department's Grant Management Division implements and administers programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard
Housing Department
435 South D Street Oxnard CA 93030
Phone: (805) 385-8096
E-mail: emilio.ramirez@oxnard.org

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

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social services community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultation efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts.
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings.
- The Housing staff finalized the City of Oxnard Analysis of Impediments to Fair Housing (AI), which is required by HUD to be submitted once every five years. In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which was completed and adopted by the Oxnard City Council in May of 2020.

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(I))

The City consulted with the agencies and organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council will conduct two (2) public hearings, on 2/8/24 and 5/7/2024, as prescribed in the Citizen Participation Plan.
- Grants Management Division staff held four (4) community meetings on 1/18/24, 1/24/24, 2/1/24 and 2/8/24 to obtain input from the community.

- Grants Management Division staff held two (2) grant application workshops on 1/10/24 and 1/17/24 to interested parties to apply for grant funding.
- Resident Input of Community Need Plan Year 2024 Survey was available on the Housing Department, Grants Management website from December 15, 2024 to March 15, 2024 and a survey flyer was distributed weekly in the city neighborhood newsletter.
- A community Fair Housing workshop, free to the public, was conducted by the Housing Rights Center seminar was scheduled on February 21, 2024-Tenants and March 6, 2024 - Landlord.
- Consultations with two affordable housing developers (People Self-Help Housing and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) board and subcommittee meetings to discuss the application, homeless needs and program directions and strategies;
- The City of Oxnard Commission on Homelessness conducts monthly meetings;
- Facilitate monthly meetings bringing together service providers and the Police Department's Homeless Liaison Unit to coordinate services and planning;
- City Lead for Ventura County annual Homeless Point in Time Count;
- Participate in monthly Community Intervention Court meetings with the Oxnard Police Department, service providers, and 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.

The Ventura County Continuum of Care Alliance (CoC) is a regional consortium covering all communities in Ventura County. The CoC is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. The CoC is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the CoC Alliance, CoC Data Committee, and CoC Board.

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's) 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 staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. 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 2- Agencies, groups, organizations who participated on next page.

Table 2 – Agencies, groups, organizations who participated

Agency, Group or Organization	CITY OF OXNARD
Agency, Group or 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, or Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority 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 the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.
Agency, Group or Organization	MERCY HOUSE
Agency, Group or Organization Type	Services-homeless
What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless

Briefly describe how the Agency, Group or Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
Agency, Group or Organization	PEOPLES SELF HELP
Agency, Group or Organization Type	Non-Profit
What section of the Plan was addressed by Consultation?	Housing Need Assessment
Briefly describe how the Agency, Group or 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 submitted a funding application requesting HOME-ARP program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City Phase 2. A total of \$1,200,000 in HOME-ARP funding is being requested for the second phase, which will include a total of 60 rental units. Staff is currently reviewing their application.
Agency, Group or Organization	Many Mansions
Agency, Group or 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 or 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 program funding for the development of a 100% affordable housing development, known as the Aspire Apartments, which will include 88 units. In March 2024 Staff issued a conditional award letter to Many Mansions a \$1,200,000 HOME-ARP loan for development of the project. Final award of funding is conditional on the developer securing all required funding for the project and satisfying all HOME-ARP pre-funding commitment requirements.
Agency, Group or Organization	THE KINGDOM CENTER
Agency, Group or Organization Type	Services – Housing Services-Children Services-Victims of Domestic Violence Services-homeless
What section of the Plan was addressed by Consultation?	ADA compliance and resource development

Briefly describe how the Agency, Group or Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2020-2021, architectural plans were completed for the project, and it is anticipated that the construction phase of the project will commence in 2023. The project includes not only ADA improvements and increased accessibility in the exterior of the complex, but also an expansion of bathroom capacity to meet the needs of the client population.
Agency, Group or Organization	County of Ventura Human Services Agency
Agency, Group or 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 or Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Created and implemented a coordinated plan conducting encampment response at a large homeless encampment. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2024 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
Agency, Group or Organization	Housing Rights Center
Agency, Group or Organization Type	Service-Fair Housing

What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination
Briefly describe how the Agency, Group or 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 resolutions 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

Not Applicable

Other local, regional, state or 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 overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	The OHA Plan presents the program policies and procedures related to Public Housing units and the Section 8 housing program, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, 77 VASH vouchers, 46 Emergency Housing vouchers, 10 Family Unification vouchers and 40 Mainstream vouchers.
City of Oxnard Housing Element	State of California Housing and Community Development	The City's Adopted Amended 2021-2022 6th cycle Housing Element was approved by City Council on October 4, 2022, and certified by HCD on Oct. 25, 2022, identifies and analyzes the current and future housing needs of residents within the City of Oxnard (City). This document establishes housing goals, policies, and programs to meet the needs of certain special populations and provide adequate development opportunities for the private and non-profit sectors. The housing requirements of lower income households and special needs groups are given particular attention.
Regional Housing Needs Allocation	Southern California Association of Governments	The City is in the region covered by the Southern California Association of Governments (SCAG). For each Housing Element planning cycle, SCAG is required to determine the Regional Housing Need Assessment (RHNA) allocation for each city and unincorporated county areas within the SCAG region. For the 2021-2029 6th Cycle Housing Element period, SCAG has allocated to the City 8,549 dwelling units, of which 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households.

Table 3 – Other local, regional or federal planning efforts

Narrative (optional)

Implementation of the 2024 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Association of Governments and the State of California.

California state law requires Metropolitan Planning Organizations (MPOs) to determine the existing and projected housing need for their regions. The County of Ventura and City of Oxnard are part of the Southern California Association of Governments (SCAG) MPO, which also includes Los Angeles, Orange, Riverside, San Bernardino, and Imperial counties. For each Housing Element planning cycle, SCAG determines the share of existing and projected housing need by affordability level using the Regional Housing Need Assessment (RHNA) process for its 192-member jurisdictions.

City of Oxnard's General Plan contains a Housing Element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The Housing Element must be revised and updated every eight years after 2010 due to SB 375 which made changes to better align the schedule for regional housing needs assessments and local government housing element updates with schedules for adopting regional transportation plans (RTPs). A community is not obligated to actually construct housing to all in need but the Housing Element establishes programs to accommodate, facilitate, and provide policies for the construction of housing in all income categories. The Housing Element also identifies locations where affordable housing, including special needs housing, will be accommodated, and provides the necessary zoning and general plan land use designations to facilitate the construction of affordable housing on key parcels which have been contemplated for affordable housing in prior housing element cycles. RHNA is integral to the development of a Sustainable Community Strategy (SCS). The Housing Element is a planning document, which establishes the City's plan for meeting the jurisdictions eight-year RHNA allocation. The Housing Element establishes local densities to achieve RHNA housing allocations, as well as Housing Element programs to achieve RHNA goals while meeting the City's approach at achieving SCAG's SCS's, and RTP goals.

The time frame during which housing accomplishments towards the RHNA can be counted (RHNA cycle) is June 30, 2021 through October 15, 2029. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2021-2029 RHNA determined that 2,911 units are required to be affordable to lower income households and 1,538 are affordable to moderate income households over the eight-year cycle.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well-maintained housing for eligible low and very low-income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process and Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Oxnard follows the guidance established in the Oxnard Citizen Participation Plan (Ocpp) approved on July 10, 2018, which updates the local procedures pursuant to the requirements of Title 24, CFR Section 91.105(a). The Ocpp was amended to include the CARES Act Addendum on October 6, 2020 and the Ocpp was amended on May 16, 2023.

The Oxnard Citizen Participation Plan sets forth the procedures for the development of the annual action plan, the consolidated plan, and any substantial amendments to these plans, as well as procedures for the preparation of the

comprehensive annual performance and evaluation and the assessment of fair housing. (See Attachments: Grantee Unique Appendices)

The City of Oxnard encourages citizen participation by consulting with citizens, public service organizations, City staff and allows public comments and public input throughout the development process of the plans addressed in the citizen participation plan. City of Oxnard aids citizens that are unable to speak English, minorities and those with disabilities to participate in the process of developing the plans addressed in the citizen participation plan. The 2024 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings were held; the first public hearing, 2/8/2024 and the final public hearing, 5/7/2024 were before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan;
- 2) Four community meetings were held by the Housing Department staff; the community meetings were on 1/18/24, 1/24/24, 2/1/24 and 2/8/24 to obtain input from the community;
- 3) Two workshops for CDBG and HESG programs conducted by Housing Department staff, followed up by consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meeting; the community meeting were held on 1/10/24 and 1/17/24;
- 4) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to management;
- 5) Meetings are conducted by Housing – Grant management staff for sub-recipients awardees;
- 6) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 7) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted or broad community	Public Hearing occurred on February 8, 2024; Four persons attended the public hearing.	First Public Hearing- no written comment and one verbal comment was received. The verbal comment was from Habitat for Humanity of Ventura County for the HOME Repair Program. The program provides services to low income homeowners with critical home repairs. Habitat for Humanity is looking to apply for CDBG funding to better serve community members within the City of Oxnard. Habitat for Humanity provided the history of the organization.	All comments accepted

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
	Residents of Public and Assisted Housing			
Newspaper Ad	Non-targeted and broad community	Advertisement for the public hearing notice and the 30-day public comment period was published in the Vida newspaper in English and Spanish on January 11, 2024. Notices were broadcasted on Public Channel 10 and 35, Public Notices mailed to Oxnard Residents Notices were posted on the City of Oxnard website both in Spanish and English.	No comments were received	No comments were received
Community Meetings	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted or broad community Residents of Public and Assisted Housing	One person attended the community meeting. The community meetings were located at the Oxnard Public Library on 1/18/24, Community Room at Terraza De Las Cortes on 1/24/24 South Oxnard Center 2/1/24 and Virtual meeting on 2/8/24.	Comments were The Resident stated he resides in Hobson Park East community and the Excello bathroom is installed and in use. He would like a mural in the park with a youth art component. The playground is installed but fenced off and not finished yet. Biggest improvements need to be removing the old restroom. The old restroom is a nuisance and disgrace, not usable, drug crime and vagrants. The new lights need to be stronger. They look like night lights. Resident stated: Improve quality of life in the neighborhood, safety in parks, and Community Center East park most dangerous. Applying for CDBG funds but not a non-profit organization. Discussion about community housing development organizations (CHDO) and the	All comments accepted

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
			neighborhood council. Downtown Oxnard to have live/work housing with a 5-story building and business on the first floor. The Tierra Vista neighborhood needs a park.	
Resident Survey	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted or broad community	14 people submitted Resident surveys to provide needs in the community. Survey provided in English & Spanish	Comments were 1.) Accessibility- in terms of navigating city rules and affordability. Make permitting, restrictions, and fees simpler, less arduous, and more flexible: For entrepreneurs, people are trying to hustle and the city puts up roadblocks. We, and many others we talk with, chose to relocate (or close) our businesses because the permitting, restrictions, and licensing was easier anywhere else and we no longer wanted to work with the City. None of the options for "economic development" in this survey would affect that decision. For residents, fees are disproportionate to other cities in the county - even wealthier, higher median-income cities - and therefore inaccessible to many based on our city's median income. For example, fees for using park facilities. They are more expensive than elsewhere in the county, sometimes by 5-10x, and therefore inaccessible to the residents of the city they are supposedly for. Another example are the short-term rental rules that favor wealthier residents with multiple homes. Because of how expensive the fees are, the only people who can afford to do it are those who do so full-time, which favors a small percentage of Oxnard's residents, and also worsens the housing situation here. Those who want to do so part-time, or part of their	All comments accepted

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
			residence, who need small supplemental income without giving up their only home can't afford to. While the city claims to be on board with these goals, they seem unwilling to make reasonable compromises necessary to do so. For example, the Microenterprise Home Kitchen Operations is already a state law, but the city voted not to recommend Ventura County allow it. They discussed building a commercial kitchen instead, which would still be inaccessible to many microbusinesses, and even they were very particular about how to go about it and reflected a very specific, non-inclusive set of values and viewpoints that dismissed the values and concerns expressed by so many others. I have heard from businesses, residents, and contractors with the city that the permitting process (across the board) is the most demanding and difficult to work with. This is the primary "need" I would want to see addressed; 2.) Sanitary & Graffiti clean-up; 3.) Facade Improvements, Small Business Expansions, Daycare Assistance, At-risk Homelessness, Educational Opportunities such as field trips for local students and career exploration and planning for them; 4.) A hub or community space for entrepreneurs to gather and create an ecosystem to assist each other, take classes, etc.; 5.) The Housing Portal needs to be translated into Spanish; 6.) Can we get rid of the performing arts to build more housing;	

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
			Comment #7 through #10 are attached to the Annual Action Plan.	
Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted or broad community Residents of Public and Assisted Housing Low- and mod-income Oxnard residents	Second public hearing will be held on May 7, 2024	2nd Public Hearing comments - will be updated after the meeting.	All comments will be accepted
Newspaper Ad	Non-targeted or broad community	Advertisement for 2nd public hearing notice and the 30-day public comment period will be published in the Vida newspaper in English and Spanish on April 4, 2024; English and Spanish versions of Notices will be broadcasted on Public Channel 10 and 35, Public Notices regarding Public Hearings will be sent out to Oxnard Residents, 60 notices mailed out and emailed, and Notices will be posted on the City of	Comments will be updated after the meeting.	All comments will be accepted

Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of comments received	Summary of comments not accepted and reasons
		Oxnard website both in Spanish and English.		
Internet Outreach	Non-targeted or broad community	Not Measured	No comments received	No Comments Received

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

In Plan year 2024, the ESTIMATED formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,213,917, HOME \$768,867 and HESG \$207,883, a total of \$3,190,667 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. This will increase total available resources from the 2024 Plan year to \$3,390,667. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2024 AAP.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,213,917	100,000	0	2,313,917	697,212	Block grant from HUD to address housing, community development, and economic development needs. 2024 CDBG ESTIMATE Allocation and Program income is \$2,313,917 available resources from CDBG Plan year 2024. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
								Activities will be set up in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning – no more than 20%, or \$462,783 and (2) Public Services up to 15%, or \$347,087. The 2024 balance will be distributed as Public Improvements & Other Programs as detailed by the City during the AAP process.
HOME	Public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	768,867	100,000	0	868,867	0	Grant from HUD to address affordable housing needs. In plan year 2024, HOME ESTIMATE Allocation is \$768,867 and expected program income is \$100,000; total of \$868,867. Uses of funds are; (1) Administration - no more than 10% or \$86,886 and (2) CHDO Set Asides - at 15% or \$115,330. In addition, \$666,651 is available for housing development. In addition to the CHDO set-aside.
ESG	Public federal	Conversion and rehab for	207,883	0	0	207,883	0	Grant from HUD to address needs and services for homeless

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
		transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing						persons or persons at risk of becoming homeless. Plan year 2024 ESTIMATE available resources for HESG is \$207,883. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs are no more than 7.5% or \$15,591 and (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$124,729. The 2024 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.
Other	Public federal	Other	0	0	0	0	0	Allocated in PY 2020, \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19

Table 1 - 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

CDBG funds are leveraged, although not required, by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are matched dollar for dollar by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HESG funds are matched dollar for dollar by Subrecipients.

This fiscal year the City will apply for the Neighborhood Choice Initiative grant. In the grant, the City will target two specific neighborhoods within the grant application – the South Oxnard neighborhood and La Colonia. CDBG, HOME, and ESG funding will also have a focus in these neighborhoods within the 2024-25 program year and the subsequent five years to come

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

The city property leased for homeless shelter at 1450 South Rose Avenue, Oxnard, CA

Temporary Emergency at 351 South K Street, Oxnard, CA

Oxnard Housing Authority Public Housing Sites

There is a balance of \$3.1 million in CDBG funding carryover that is planned for acquisition, demolition, and rehabilitation of proposed housing and commercial development to benefit low- and moderate-income residents.

Discussion

The resources for 2024 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

Allocated in PY 2020, CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19. CDBG-CV and ESG-CV allocation in plan year 2020-21.

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 Supply of Affordable Housing	2020	2024	Affordable Housing	NA	New Rental Housing Rehabilitation & Preservation of Existing Housing	CDBG: \$100,000 HOME: \$781,981	Rental units constructed: 5 Household Housing Unit Homeowner Housing Rehabilitated:

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								7 Household Housing Unit
2	Enhance Economic Stability	2020	2024	Non-Housing Community Development	NA	Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG: \$0	Facade treatment and business building rehabilitation: 0 Business Jobs created or retained: 0 Jobs Businesses assisted: 0 Businesses Assisted
3	Increase Social Services	2020	2024	Non-Homeless Special Needs	NA	Assistance for Senior Residents Social Services Youth Activities and Services Homelessness	CDBG: \$347,087	Public service activities other than Low- and Moderate-Income Housing Benefit: 450 Persons Assisted
4	Work to End Homelessness	2020	2024	Homeless	NA	Homelessness	ESG: \$207,883	Tenant-based rental assistance and Rapid Rehousing: 11 Households Assisted Homeless Person Overnight Shelter: 14 Persons Assisted Other: 75 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development	NA	Streets and Streetscapes Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$1,404,046	Public Facility or Infrastructure Activities other than Low- and Moderate-Income Housing Benefit: 17,000 Persons Assisted
6	Effective Administration	2020	2024	Planning and Administration	NA	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation and Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery	CDBG: \$462,783 HOME: \$86,886	Other: 0 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
						Utilities and Public Infrastructure		

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.
3	Goal Name	Increase Social Services
	Goal Description	Increase access to homeless services, mental health, and wellness services, youth activities, senior activities, and social service activities for residents.
4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.
5	Goal Name	Create Quality Neighborhoods
	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2024 Plan year Projects designed to accomplish the goals and objectives of the 2024 AAP. The 2024 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Rehabilitation & Preservation of Existing Housing, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homeless Assistance, Public Improvement & Infrastructure, Street & Streetscapes and Administration and Planning.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	REHABILITATION & PRESERVATION OF EXISTING HOUSING
3	ASSISTANCE FOR SENIOR RESIDENTS
4	OTHER PUBLIC SERVICES
5	YOUTH ACTIVITIES AND SERVICES
6	HOMELESS ASSISTANCE
7	PUBLIC FACILITY & IMPROVEMENT
8	STREET AND STREETSCAPES
9	ADMINISTRATION

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single-family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

AP-38 Project Summary

Project Summary Information

1	Project Name	NEW RENTAL HOUSING
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$781,981
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW- AND MODERATE-INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF AT LEAST 5 HOUSING UNITS FOR LOW- AND MODERATE-INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$115,330
2	Project Name	REHABILITATION & PRESERVATION OF EXISTING HOUSING
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$100,000
	Description	REHABILITATION OF HOMEOWNER UNITS TO INCREASE THE QUALITY OF AFFORDABLE RENTAL HOUSING UNITS AND/OR PRESERVE HOUSING AFFORDABILITY.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	7 LOW- AND MODERATE-INCOME HOUSEHOLDS HOUSING UNITS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
3	Planned Activities	HABITAT FOR HUMANITY OF VENTURA COUNTY WILL PROVIDE HOMEOWNER REHABILITATION ASSISTANCE FOR LOW- AND MODERATE-INCOME HOUSING HOUSEHOLDS IN OXNARD.
	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents

	Funding	CDBG: \$93,000
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2024 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	107 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ASSISTING WITH SENIOR SERVICES NEEDS BY OXNARD HOUSING AUTHORITY AND CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
4	Project Name	OTHER PUBLIC SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$118,000
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2024 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR HOMELESS SERVICES, MENTAL HEALTH SERVICES AND RENTAL ASSISTANCE SERVICES.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	25 LOW- AND MODERATE-INCOME INDIVIDUALS WILL BE ASSISTED WITH MENTAL HEALTH SERVICES, 5 INDIVIDUALS WILL BE ASSISTED WITH RENTAL ASSISTANCE AND 28 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) EMERGENCY SHELTER SERVICES FOR HOMELESS BY TURNING POINT FOUNDATION, 2) FOUL WEATHER SHELTER FOR HOMELESS BY CITY OF OXNARD HOUSING 3) RENTAL ASSISTANCE WILL BE PROVIDED BY THE SALVATION ARMY, AND 4) MENTAL HEALTH SERVICES BY CALIFORNIA LUTHERAN UNIVERSITY

5	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$136,087
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2024 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW-AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	285 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES AND RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW- AND MODERATE-INCOME NEIGHBORHOODS
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) POLICE ACTIVITIES LEAGUE AND 2) SOUTHWINDS YOUTH CENTER
6	Project Name	HOMELESS ASSISTANCE
	Target Area	NA
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$207,883
	Description	HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS. STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES WILL BE LIMITED TO 60% OF HESG ALLOCATION ESTIMATED, OR \$124,729. ADMINISTRATION AND PLANNING COST SUBJECT TO CAPS (7.5% OF ALLOCATION), ESTIMATED \$15,591. ALL HESG SUBRECIPIENTS ARE REQUIRED BY THE CITY OF OXNARD TO PROVIDE MATCHING FUNDS OF A DOLLAR FOR EVERY DOLLAR HESG GRANT DOLLARS RECEIVED.

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	EMERGENCY SHELTER WILL BE PROVIDED TO 14 INDIVIDUALS; STREET OUTREACH WILL BE PROVIDED TO 75 INDIVIDUALS; AND RAPID REHOUSING WILL BE PROVIDED TO 11 HOUSEHOLDS
	Location Description	CITY-WIDE; VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1)TURNING POINT FOUNDATION WILL PROVIDE EMERGENCY SHELTER 2) MERCY HOUSE WILL PROVIDE RAPID REHOUSING 3) UNITED WAY OF VENTURA COUNTY WILL PROVIDE RAPID REHOUSING AND CITY OF OXNARD WILL PROVIDE 4) STREET OUTREACH 5) FOUL WEATHER SHELTER 6) HMIS ACTIVITIES, AND 7) ADMINISTRATION AND PLANNING
7	Project Name	PUBLIC FACILITY & IMPROVEMENT
	Target Area	NA
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$404,046
	Description	NEIGHBORHOOD IMPROVEMENTS WITHIN LOW- AND MODERATE-INCOME AREAS
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A NEIGHBORHOOD IMPROVEMENT IN LOW- AND MODERATE-INCOME CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 7,000 PERSONS
	Location Description	LOW- AND MODERATE-INCOME AREAS
8	Project Name	STREET AND STREETSCAPES
	Target Area	NA

	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Streets and Streetscapes
	Funding	CDBG: \$1,000,000
	Description	STREET IMPROVEMENT AND SIDEWALKS WITH ADA ACCESS RAMPS WITHIN LOW- AND MODERATE-INCOME AREAS
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR A STREET IMPROVEMENT IN LOW- AND MODERATE-INCOME CENSUS TRACT NEIGHBORHOOD, ESTIMATED AT 7,000 PERSONS
	Location Description	LOW- AND MODERATE-INCOME AREAS
	Planned Activities	LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT AND SIDEWALKS WITH ADA ACCESS RAMPS IN LOW- AND MODERATE-INCOME AREA IN OXNARD
9	Project Name	ADMINISTRATION
	Target Area	NA
	Goals Supported	Effective Administration
	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure

Funding	CDBG: \$462,783 HOME: \$86,886
Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 202,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
Location Description	CITYWIDE
Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low-, low-, and moderate-income persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and HESG funds. In PY 2024 the target areas are: (1) Citywide, with 40 percent of the total entitlement funds; and, (2) the LMA Census Tract, 60 percent. The total entitlement includes the administration and planning funding.

The City will also be concentrating resources, including the CDBG, HOME and ESG funds within the South Oxnard and La Colonia neighborhood.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as mental health, essential and supportive services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. The Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Supporting efforts in South Oxnard and La Colonia will support two of the most vulnerable and older communities with housing, services and economic stability through up and coming programs.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,600,000 in HOME funds for the construction of the 90-unit development and \$1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in 2025.

The Etting Road (Dolores Huerta Garden) Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,854,000 in HOME funds for construction of the 58-unit development. Eleven of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in 2025. Given that both of these developments are not expected to be completed until 2025 there are no HOME assisted units expected to be completed in FY 2023-2024. A total of 26 HOME assisted units are expected to be completed in 2025. The City will review new HOME funding applications submitted in FY 2023-2024 and estimates providing gap-financing for the construction of new housing that will result in at least five (5) HOME assisted units. CDBG funds will be used to provide seven residential rehabilitation assistance to eligible households.

Habitat for Humanity of Ventura County will use CDBG funds to provide seven (7) residential rehabilitation assistance to eligible households. The Ventura County Community Development Corporation (VCCDC) will continue to utilize previous years CDBG grants funds for affordable housing loans for down payment assistance for income eligible families in Oxnard. The City plans to leverage its Down Payment Assistance Program funding other available funding sources. The City will continue affordable housing loan programs, funded by the State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from the State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeowner Rehabilitation Assistance Program
2. Homeownership Assistance Programs
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	12
Special-Needs	0
Total	12

Table 6 - 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	5
Rehab of Existing Units	7
Acquisition of Existing Units	0
Total	12

Table 7 - One Year Goals for Affordable Housing by Support Type**Discussion**

Habitat for Humanity of Ventura County will provide homeowner rehabilitation assistance program with CDBG funds. Ventura County Development Corporation (VCCDC) will continue to utilize CDBG grant funds from the previous years for Oxnard residents to provide a down-payment assistance program. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

AP-60 Public Housing – 91.220(h)**Introduction**

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5-year plan.

For Fiscal year 2024-2025, the following capital improvement projects for public housing units are planned:

CAL 31-3 Colonia Village 504 Conversion \$730,000

CAL 31-3 Colonia Village Alley Repair \$140,000

Total Planned projects for 2024-2025 \$870,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

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

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. The PIT count was completed on January 24, 2024, with more than 100 volunteers signing up to participate in Oxnard's count. The results of this count are still being tabulated by the Ventura County Continuum of Care. The results will be published in their annual Homeless Count and Survey report, expected in Spring 2024.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year-round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new, replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation by early 2025. The shelter will continue operating at the K street location until that time.

The City continued working with the Salvation Army to provide street outreach services that includes practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically-homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

This year, we partnered with Ventura County Health Care Agency to enact an encampment response program as part of the State's Encampment Resolution Funding program. The program consists of a street outreach and case management team, along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation assistance to non-congregate emergency shelter where clients are connected with a case manager to work towards a housing plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; Ventura

County -Human Services Agency - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority designates Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. Specific vouchers that the Oxnard Housing Authority uses to address homelessness are Homeless Set Aside Vouchers, Mainstream Housing Vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency utilizes County General Funds to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with Veterans Affairs to administer housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above-mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: The County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provides discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children through rapid rehousing programs and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.

All of the above objectives are still in progress and will be folded into a regional plan and strategy led by the County of Ventura.

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

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year-round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Other obstacles include the following:

Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and

The Credit Crisis. Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2024 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this regulation into each HOME agreement to ensure federal compliance with this statute.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the 2021-2029 RHNA affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, provides for in-lieu fee payments that can replace the on-site units within a

development subject to approval by the City Council. The City adopted updated In-Lieu fees on June 2, 2020. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of \$38,808 for each single-family home and \$37,730 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of \$30,000 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.2 million.

Possible incentives to be offered by the City's Community Development Department may include, but are not limited to, the following:

- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis

Existing incentives include the State Density Bonus Program and Downpayment Assistance to low-income residents looking to buy a new home via the City's agreement with the Ventura County Community Development Commission to administer a Downpayment Assistance Program with the use of City CDBG funds. The City's Affordable Housing Additive Zone offers developers the ability to build 30 units to the acre in designated parcels throughout the City in exchange for making 20% of the units affordable.

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The 2nd and B project (Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 4) Section 3 Compliance; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities and incentives for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

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

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2024 CDBG funds for public services such as recreation programs for youth, homeless services, mental health services and senior services activities. The balance of the funds will be allocated to housing activities and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

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
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	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.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

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, and Permanent Local Housing Allocation (PLHA) funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for down payment assistance through a subrecipient.

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

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire

HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

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

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health and Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

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

The City currently does not have any plans to invest HOME funds in this type of activity.

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

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

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).

The City does prioritize the development of housing for those unhoused or previously unhoused. The two programs primarily funded by HOME have been downpayment assistance and affordable housing developments, however, there have been no other exclusions, or preferences to other targeted populations. The City, County, and state all are in dire need of more housing, and the City is working to increase the number of units available within the community.

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

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

The City does not provide any direct assistance under the HESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook is in the process of updating and will be provided to all HESG subrecipients when finalized.

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

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek or receive assistance at any one of the various service providers, or through the County directly.

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

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
- g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- h. Contracts are completed and services can begin on July 1.
- i. All HESG contracts are awarded for two years

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 a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.

Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.

Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.

Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.

All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.

MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.

BUILDING AND HABITABILITY STANDARDS: Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.

MONITORING: City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion:

The Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipient's cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$15,591 and no more than 60% for street outreach and emergency shelter \$124,729; total \$140,320 for those cost categories. The remaining balance, a total of \$67,563 or 32.5% towards homeless prevention, rapid re-housing support and homeless management information system (HMIS).

City of Oxnard

Regional Consolidated Plan

Amendment

Section V Strategic Plan

Overview

In March of 2024, the City of Oxnard began the planning process to target current and future resources to address the priority needs within the Regional Consolidated Plan with emphasis on two communities within its jurisdiction – La Colonia and Central Oxnard. All six goals identified on page 161 in the current 2020-2024 Regional Consolidated Plan will remain unchanged.

Geographic Priorities

The City of Oxnard is amending this section (on pages 162-163) to add Central Oxnard and La Colonia as targeted neighborhoods to focus future allocations in. The number of residents within the area according to the 2010 Census estimated 18,816, with an 33.33 % average of low-income residents within this area.

Anticipated Resources

The City will continue to use the listed source of funds identified on page 182, and is seeking a Choice Neighborhood Implementation (CNI) grant for the proposed target neighborhoods. The CNI grant awards proposed are as follows:

Program	Source of Funds	Use of Funds	(Proposed) Allocation	Program Income	Prior Year Resources	Total	Expected Amount	Narrative Description
Choice Neighborhood Planning Grant	Public Federal	Administration and Planning	\$500,000		-	\$500,000	\$500,000	Planning grant; Preliminary grant to Choice Neighborhood Implementation Grant
Choice Neighborhood Implementation Grant	Public Federal	Acquisition Admin/Planning New Construction Economic Development Housing Rehab	\$50,000,000			\$50,000,000	\$50,000,000	Comprehensive Revitalization of two Oxnard neighborhoods

City of Oxnard Citizen Participation Plan

~~Amended May 16, 2023~~
~~CARES Act Addendum October 6, 2020~~

Revised May 7, 2024

Prepared by:

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I. Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

II. Purpose of the Citizen Participation Plan ~~(CPP)~~

- A. The Citizen Participation Plan (CPP or Plan, hereafter) sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).
- B. The City shall provide the public with a reasonable opportunity to comment on the original ~~CPP~~Citizen Participation Plan and any amendments thereto. Amendments to the ~~CPP~~Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. ~~The 2018 amendment to the Citizen Participation Plan is substantial.~~

III. Encouragement of Citizen Participation

- A. A key component of the ~~Citizen Participation Plan~~PP is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used. The CPP must also include outreach to other public and private entities that assist with housing, health services, social services, community and regionally-based organizations that represent protected class members, and organizations that enforce fair housing laws. Outreach should also include public and private entities that represent areas that include targeted populations that qualify for services under the HUD programs represented under this Plan.-
- B. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

IV. Consolidated Plan and Annual Action Plan Preparation

The U.S. Department of Housing and Urban Development (HUD) requires communities receiving funds under the Community Planning and Development formula grant programs to submit a multi-year consolidated plan and annual action plan. The City of Oxnard, in partnership with the County of Ventura, Cities of Camarillo, Simi Valley, Thousand Oaks and Ventura, to create a 5-year regional consolidated plan.

The consolidated plan establishes the City of Oxnard's goals and objectives for housing and community planning and development. A community must have a consolidated plan and action plan both approved by HUD before -expending funds -under the grant programs Community Development Block Grant (CDBG), including activities under the Section 108 loan program, HEARTH Emergency Shelter Grants (HESG), and HOME Investment Partnerships (HOME).

The consolidated plan is created to address the unmet public service and housing needs of low-income persons and families within the City. For each consolidated plan period, an annual action plan is developed each year to identify specific activities, goals and funding allocations addressing the priorities established within the consolidated plan.

A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. The two plans, the Consolidated Plan and the Action Plan, both require a 30-day public comment period, allowing the public and stakeholders the ability to respond, in writing or verbal, on the items proposed in each.

V. Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

VI. Citizen Participation for Section 108 Loan Guarantee Program

A. In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

1. The City will develop a proposed application to include the community development

objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).

2. The City will also publish a public notice which will include its proposed application providing citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.

3. A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected.

~~4.~~ Citizens will have up to 30 calendar days, plus the day of the public hearing, to comment.

5.4. Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

VII. Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

A. The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

B. The City has determined that an AFH/AI revision is necessary when:

1. The material change in circumstances affects the information on which the AFH/AI is based;

2. The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.
- C. The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:
1. Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
 2. Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
 3. Advertisement of the availability of the proposed change on the City's website;
 4. Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or,
 5. Holding meetings with citizens' advisory groups within the area affected by the significant revision.
- D. Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

VIII. Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

- A. The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to ensure that mobility, visual or hearing impairments shall be accommodated.
- B. To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to the City Clerk's Office.

IX. Public Outreach and Access

- A. The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community based organizations, faith based organizations, philanthropic organizations, businesses and developers.
- B. Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.
- C. Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).
- D. Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), and the presidents of the public housing tenant advisory councils.

X. Funding Recommendations

- A. Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:
 - 1. Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
 - 2. Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.
- B. A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of ~~countywide~~local circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations or on social media. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. ~~At~~a minimum, digital or hard copies of the proposed plan(s) shall be available for public review on the City's website, at the main Oxnard Public Library, the City Clerk's Office, and the City's Housing Department offices on 435 South D St., Oxnard, CA.
- C. The Consolidated Plan and ~~for~~ Annual Action Plan, and the activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

D. The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD. Written comments can be mailed to the Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

XI. Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

~~The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.~~

XII. Public Hearings

A. The public hearings will be held at City of Oxnard Council Chambers ~~and/or~~ in facilities in or adjacent to low and moderate-income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

B. The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services. Notification of public hearings shall be published in news circulars, social media outlets, and the City's websites, and published within two weeks of the public hearing date.

C. The first hearing may be held in facilities in or adjacent to low-moderate-income neighborhoods or City Council Chambers. The purpose of the initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs.

- D. An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.
- E. The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers. Should an in-person meeting be infeasible, the City's meeting guidelines will be followed.
- F. The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations and/or social media, as appropriate, and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings ~~wish~~ shall also be e-mailed, or mailed upon request, to the current list of HUD partners, subrecipients and other interested parties in the City of Oxnard.

XIII. Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

XIV. Amendments to the Plan

- A. The City shall amend its approved Consolidated Plan ~~and/or~~ Annual Action Plan if it comprises:
1. A change in its allocation priorities;
 2. A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
 3. A change in the purpose, scope, location, or beneficiaries of an activity occurs.
- B. Amendments will be considered substantial changes and require official action if it comprises any of the following:

1. ~~Grant f~~Funds that are proposed for allocated to a new activity ~~for the first~~ time within a covered consolidated plan period;

2. A funding increase in a current activity, or a change in the use of funding ~~from one eligible activity~~ from one eligible activity to another by ~~10 percent, or~~ \$200,000 or more in CDBG or HOME funding, ~~whichever is greater,~~ and over \$~~5200~~200,000 in ESG funding ~~or more~~;

3. Aggregate changes of more ~~than 10 percent of an annual grant amount~~ than \$200,000 of an entire grant allocation between projects.

C. Changes that are less than substantial represent less than the amounts listed in section XIV(B), and do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, ~~but~~ is the same or similar to an activity funded in another program year, and the addition is less than amounts above, ~~and there is with~~ no significant change in the project (purpose, scope, location, or beneficiaries), it ~~shall is~~ not considered a substantial change. The authorized City official with the corresponding approval amounts may approve changes that are less than substantial. ~~Funds that are changed by ten percent must be presented in the Annual Action Plan (or Annual Action Plan amendment) staff agenda report and pre-approved by City Council.~~

D. Reallocation of funding among program years is ~~not~~ considered a substantial change, if considered less than substantial as described in the amounts above.

E. Program income will be allocated with the Annual Action Plan and in accordance with HUD requirements. If program income received is greater or less than the projected amount, it will be adjusted and used accordingly, and reported in both the year's CAPER and the subsequent Annual Action Plan ~~as to how it was used or the planned use for the following year.~~

F. The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur, or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

G. Substantial amendments of the Consolidated Plan or Annual Action Plan will require a 30-day ~~P~~public comment ~~Hearing period~~ and City Council approval. Notice of the public comment period ~~hearing~~ will be posted on the City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation, ~~a minimum of 30 days prior to implementation.~~ A 30-day public comment period ~~hearing~~ will be ~~held~~ made available to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption. ~~Less than substantial a~~ Amendments not deemed substantial will be adjusted by the city ~~management according to their funding approval levels~~ and may not be presented to City Council, as they are considered

administrative adjustments that do not meet the fiscal threshold that requires Council approval.

XV. Consolidated Annual Performance and Evaluation Report (CAPER)

A. The City will prepare the Consolidated Annual Performance and Evaluation Report (CAPER) as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

~~B.~~ Public comments will be accepted and responded to, as appropriate, with a summary of the comments attached to the CAPER for submittal to HUD.

~~C.~~

XVI. Availability of Documents

A. The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

B. Physical copies of the Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during the City's open operating-working hours. The reports described in this section may also be reviewed on the City's Housing Grants Management Division website at any time.

XVII. Citizen Participation Coordinator

A. The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

B. The Citizen Participation Coordinator shall make ~~past and present~~ programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request. Prior reports shall be made available within the most recent Consolidated Plan cycle. Prior Consolidated Plan items may be made available to provide a five-year period of activities for public review. Staff will retain prior year information as it complies with federal and local records retention schedules.

XVIII. Comments and Complaints

A. The City shall consider all verbal or written comments or views of citizens received at the

public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

- B. A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.
- C. The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- D. Written comments, complaints and/or grievances can be submitted to the Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

XIX. Contingency Plan in the Event of an Emergency/Disaster

- A. In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to the number of —calendar days provided by the most stringent requirement within the local, state or federal statute provided during the time of the event.
- B. Reprogramming of funds in the event of such an emergency will require approval by the highest official, per City policies as described in the Code of Ordinances, Section 6, Emergency Organization and Functions, and Unfair Pricing. —When emergency decisions require Council approval, the proposed reprogram of funds will be presented when Council is in session, or by ratification ~~of the reallocation when~~should the the City of Council ~~is~~be in recess. If an accelerated emergency occurs, the most stringent approval requirement within the local, state, or federal statute will be followed.

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN – Addendum
FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS

A. POLICY STATEMENT

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.
2. All policies and processes described in the City of Oxnard (hereinafter referred to as “City”) Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.
3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

B. DEFINITIONS

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan)
2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19
3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment period. Summaries of comments will be attached to documents requiring public reviews and input.

D. MEETINGS AND HEARINGS

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020
5. Amended CPP adopted by City Council on May 16, 2023
- ~~5-6.~~ Amended CPP drafted for Council review on May 7, 2024

Appendix A
CARES ACT
HUD Waivers
Applicable to Citizen Participation
Plan

CARES ACT HUD Waivers Applicable to Citizen Participation Plan

CONSOLIDATED PLAN REQUIREMENTS

1. Citizen Participation Public Comment Period for Consolidated Plan

Amendment Requirement: 30-day Public Comment Period.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

2. Citizen Participation Reasonable Notice and Opportunity to

Comment Requirement: Reasonable Notice and Opportunity to Comment.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial

amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

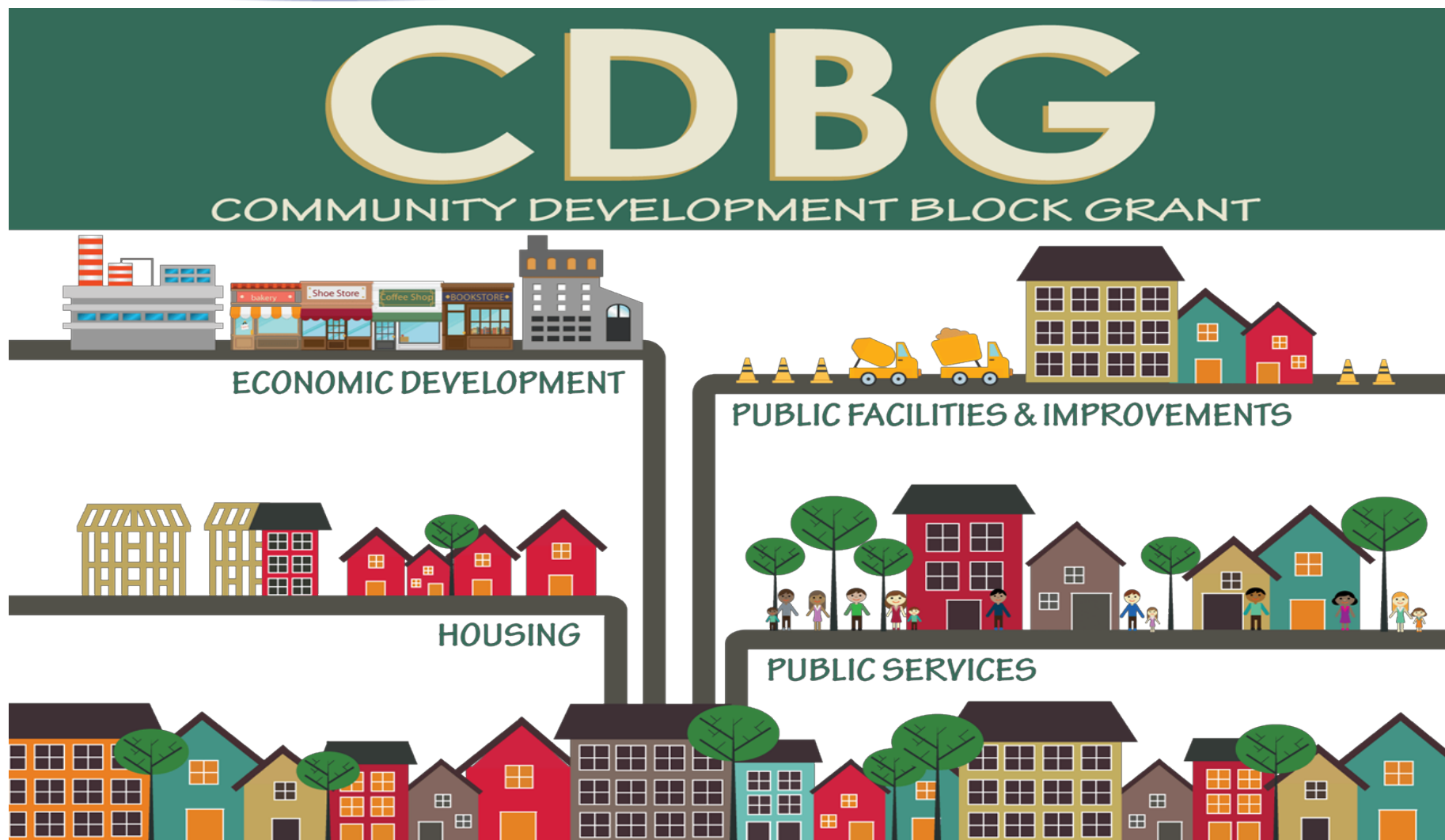
2024 ANNUAL ACTION PLAN REGIONAL CONSOLIDATED PLAN AMENDMENT & OXNARD CITIZEN PARTICIPATION PLAN AMENDMENT

Emilio Ramirez, Director
Housing Department
City Council
May 7, 2024



In order to receive CDBG, ESG, & HOME Entitlement, the City must:

1. Have a 5-Year Consolidated Plan & Analysis of Impediments to Further Fair Housing
2. Submit annual Annual Action Plans
3. Receive HUD approval of both plans



ANNUAL ACTION PLAN – CDBG \$2,313,917 TOTAL

5

CDBG Categories

FY 24-25 Recommended Amount

Administration

\$462,783

Public Services

California Lutheran University CLU
Cares

\$30,500

Oxnard Housing Authority Senior
Supportive Services

\$62,000

Palm Vista Senior Center

\$31,000

Public Services (Continued)	FY 24-25 Recommended Amount
Police Activities League	\$105,087
Southwinds Youth Center	\$31,000
Salvation Army Rental Assistance	\$12,500
Turning Point Emergency Shelter	\$35,000
Foul Weather Shelter	\$40,000

Three additional applications were submitted including:

1. Many Mansions - Community Services at Central Terrace should be funded with alternate sources
2. Oxnard Performing Arts Center - withdrew the application
3. Livingston Memorial Visiting Nurse Association - incomplete application and then indicated funding not needed

Staff recommends denial for the reasons stated above

Public Improvements

FY 24-25 Recommended

La Colonia Neighborhood Street
Resurfacing and ADA Improvements

\$1,000,000

Habitat for Humanity Home Repair
Program

\$100,000

Oxnard Housing Neighborhood
Improvements

\$404,047

Three additional applications were submitted including:

1. Meta Street Apartments Rehabilitation - Should use alternate sources of funds
2. Camino Del Sol Community Gardens - Project not ready
3. VCCDC Hope to Home Down Payment Assistance - Previously Funded

Staff recommends denial for the reasons stated above

CDBG

FY 24-25 Recommended

Administration (20% Cap)

\$462,783

Public Service (15% Cap)

\$347,087

Public Improvements and Other
Programs

\$1,504,047

CDBG Total**\$2,313,917 (Estimate)**

EMERGENCY SOLUTIONS GRANT



ANNUAL ACTION PLAN - ESG \$207,883 TOTAL

12

Emergency Solutions Grant	FY 24-25 Recommended
Salvation Army Street Outreach	\$53,062
Turning Point Foundation Our Place Safe Haven	\$45,000
Mercy House Rapid Re-Housing	\$68,730
United Way of Ventura County Forward Home	\$15,000
United Way of Ventura County Home Safe	\$0
Foul Weather Shelter & Homeless Management Information System	\$10,500



**Home Investment Partnerships
Program**

ANNUAL ACTION PLAN - HOME \$868,867 TOTAL

14

HOME	FY 24-25 Recommended
Administration (10%)	\$86,886
CHDO Set-Aside ($\geq 15\%$)	\$115,330
Affordable Housing Development	\$666,651
HOME TOTAL	\$868,867 (Estimate)

A substantial amendment is proposed in the 5-Year Regional Consolidated Plan to support two applications, one for a Choice Neighborhood Planning Grant and the other, a Choice Neighborhood Implementation Grant. Both of these grants, if successful, will further revitalize efforts within the neighborhoods of South Oxnard and La Colonia.

The Regional Consolidated Plan is being amended to:

1. Apply for a \$500,000 Choice Neighborhood Planning Grant, to further revitalize efforts within the neighborhoods of South Oxnard and La Colonia;
2. Apply to the Choice Neighborhood Implementation Grant and receive an award of \$50 million dollars for distressed communities if the \$500,000 Planning Grant is successfully awarded; and to
3. Support the Choice Neighborhood applications by incorporating the two neighborhoods within the Regional Consolidated Plan.

Staff proposes amendments to the Citizen Participation Plan including:

1. Section III: Updated the specified stakeholders to reach out to
2. Section IV: Added the minimum number of required hearings (by HUD) for the Consolidated Plan and Annual Action Plan. Currently this is only listed in Section VI which only specifies Section 108 loans.
3. Section XI: Removed language regarding the Residential Anti-displacement and Relocation Assistance Act. The City creates each plan specifically for projects that trigger displacement and relocation.
4. Section XIV: Updated to reflect the definition of “substantial changes” to better align with City purchasing thresholds.
5. Throughout: Cleaned up language to better clarify acronyms and to give better direction to the community regarding accessibility to the Citizen Participation Plan.

That City Council:

1. Conduct a U.S. Department of Housing and Urban Development public hearing regarding the fiscal year 2024-2025 Annual Action Plan, with funding recommendations, the amended 2020-2024 Regional Consolidated Plan and the amended Citizen Participation Plan;
2. Approve the fiscal year 2024-2025 Annual Action Plan;
3. Approve the updated changes in the amended Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan;

That the City Council:

5. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2024-2025 Annual Action Plan, and authorize the budget appropriations to fund the administration and activities, including the ability to increase or decrease activities funding up to ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;
6. Authorize the City Manager, and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2024-2025 Annual Action Plan, the amended 2020-2024 Regional Consolidated Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; an
7. Authorize the City Manager, and his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan including subrecipients, interdepartmental, and intradepartmental agreements.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Presentation of Single Audit Report. (20 Minutes)

RECOMMENDATION

That the City Council receive and file the 2023 Single Audit Report from the audit firm Eadie + Payne.

(The Finance and Governance Committee approved 3-0 on April 23, 2024.)

(Eadie + Payne's presentation will be live upon consultant's request.)

BACKGROUND

The Single Audit is a rigorous, organization-wide audit of the City's grant funded programs that expend \$750,000 or more of federal grants or assistance. The objective of the Single Audit is to provide assurance to the federal government as to the management and use of such funds by the City. The audit is performed by the City's independent auditor, Eadie + Payne, LLP, and the report is issued annually showing the City of Oxnard's expenditures of federal awards. Eadie + Payne, LLP will present its audit opinion of the City of Oxnard Single Audit Report for the fiscal year ending June 30, 2023.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 23, 2024.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. 2023 Single Audit Report
2. 2023 Single Audit Presentation



SINGLE AUDIT REPORT

FISCAL YEAR ENDED
JUNE 30, 2023



CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD
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JUNE 30, 2023

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable City Council
City of Oxnard
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 23, 2024. Our report includes a reference to other auditors who audited the financial statements of Oxnard Housing Authority, as described in our report on the City's basic financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eadie and Payne, LLP

Riverside, California

March 22, 2024



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Riverside, CA 92501

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Riverside, CA 92502-1529

 951-241-7800

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH UNIFORM GUIDANCE; AND REPORT ON THE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY
THE UNIFORM GUIDANCE**

The Honorable City Council
City of Oxnard
Oxnard, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Oxnard's (City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major Federal programs for the year ended June 30, 2023. The City's major Federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The City's basic financial statements include the operations of the Oxnard Housing Authority, which expended \$30,777,385 in Federal awards during the year ended June 30, 2023 which is not included in the City's schedule of expenditures of Federal awards. Our audit, described below, did not include the operations of the Oxnard Housing Authority, because it engaged other auditors to perform an audit in accordance with the Uniform Guidance.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.

A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated February 23, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Eadie and Payne, LLP

Riverside, California
March 22, 2024

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster				
<i>Direct Program</i>				
Community Development Block Grants/Entitlement Grants	14.218	B-17-MC-06-0534	\$ 363,253	\$ -
		B-19-MC-06-0534	40,327	-
		B-22-MC-06-0534	772,537	74,372
COVID-19 Community Development Block Grants CARES Act	14.218	B-20-MW-06-0534	89,649	79,442
Total CDBG - Entitlement Grants Cluster			<u>1,265,766</u>	<u>153,814</u>
<i>Direct Program</i>				
Emergency Solutions Grants Program	14.231	E-21-MC-06-0534	180,567	172,796
		E-22-MC-06-0534	72,997	64,997
COVID-19 Emergency Solutions Grants - CARES Act	14.231	E-20-MW-06-05-34	697,164	697,184
			<u>950,728</u>	<u>934,977</u>
<i>Direct Program</i>				
HOME Investment Partnership Program	14.239	M-22-MC060526	2,680,580	-
HOME Investment Partnership Program - Home ARP	14.239	M-21-MC-06-0526	46,345	-
			<u>2,726,925</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			<u>4,943,419</u>	<u>1,088,791</u>
U.S. Department of Homeland Security				
<i>Passed through the County of Ventura</i>				
FY 2020 Homeland Security Grant Program -USAR	97.067	2020-0095	30,000	-
FY 2020 Homeland Security Grant Program -CERT	97.067	2020-0095	2,788	-
FY 2021 Homeland Security Grant Program -CERT	97.067	2021-0081	1,704	-
Emergency Management Performance Grant FY21	97.067	2021-0015	36,393	-
			<u>70,885</u>	<u>-</u>
<i>Passed through the County of Ventura</i>				
FEMA Assistance to Firefighters Grant FY20 Medic Monitors and AEDs	97.044	EMW-2020-FG-18234	301,276	-
FEMA Assistance to Firefighters Grant FY20 Portable Radios	97.044	EMW-2020-FG-18616	205,227	-
			<u>506,503</u>	<u>-</u>
<i>Direct Program</i>				
FEMA-Assistance to Firefighters Grant FY19	97.044	EMW-2019-FG-09826	85,098	-
FEMA-Assistance to Firefighters Grant FY19	97.044	EMW-2019-FG-09714	21,353	-
FEMA-Assistance to Firefighters Grant FY20	97.044	EMW-2020-FG-13213	256,255	-
FEMA-Fire Prevention & Safety Grant FY20 (FP&S Smoke)	97.044	EMW-2020-FP-00777	25,333	-
			<u>388,039</u>	<u>-</u>
			<u>894,542</u>	<u>-</u>
<i>Direct Program</i>				
FEMA-Staffing for Adequate Fire and Emergency Response FY20	97.083	EMW-2020-FF-01126	301,465	-
SAFER-Staffing for Adequate Fire & Emergency Response Grant FY2021	97.083	EMW-2021-FF-01664	155,762	-
			<u>457,227</u>	<u>-</u>
<i>Passed through the California Office of Emergency Services</i>				
FEMA - Hazard Mitigation Grant - Central Trunk Sanitary Sewer	97.039	HMGP #4407-431-079R	130,824	-
FEMA - Hazard Mitigation Grant - OWTP Generator	97.039	HMGP #4353-189-036R	1,825,382	-
			<u>1,956,206</u>	<u>-</u>
Total U.S. Department of Homeland Security			<u>3,378,860</u>	<u>-</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Justice				
<i>Direct Program</i>				
Equitable Sharing Program	16.922	CA0560400-NCIC	72,587	-
			<u>72,587</u>	<u>-</u>
<i>Direct Program</i>				
FY18 Edward Byrne Justice Assistance Grant (JAG)	16.738	2018-DJ-BX-0852	63,173	23,330
FY19 Edward Byrne Justice Assistance Grant (JAG)	16.738	2019-DJ-BX-0688	71,075	11,138
FY20 Edward Byrne Justice Assistance Grant (JAG)	16.738	2020-DJ-BX-0781	18,238	-
			<u>152,486</u>	<u>34,468</u>
<i>Passed through the County of Ventura Sheriff Department</i>				
FY21 National Sexual Assault Kit Initiative(SAKI)	16.833	VTA CO SHERIFF-VSCO SAKI	20,659	-
			<u>20,659</u>	<u>-</u>
Total U.S. Department of Justice			<u>245,732</u>	<u>34,468</u>
U.S. Department of Transportation				
Highway Planning and Construction Cluster				
<i>Passed through the State of California Department of Transportation</i>				
Northside Vta Blvd. Between Balboa & Rose Avenue	20.205	CML-5129 (078)	1,277,490	-
Traffic Signal Various Locations	20.205	HSIPL 5129 (093)	136,235	-
City Wide Signal Mod	20.205	HSIPL 5129 (095)	2,227,173	-
Channel Island Blvd over Mandalay Bay - Bridge	20.205	BHLS-5129 (069)	570,359	-
Channel Island Blvd over Edison Canal - Bridge	20.205	BHLS-5129 (070)	732,308	-
Total Highway Planning and Construction Cluster			<u>4,943,565</u>	<u>-</u>
Highway Safety Cluster				
<i>Passed through the State of California Office of Traffic Safety</i>				
OTS Pedestrian & Bicycle Safety Program-2022	20.600	PS22009	5,441	-
OTS Traffic Enforcement - 2022	20.600	PT22050	30,815	-
OTS Traffic Enforcement - 2023	20.600	PT23136	99,330	-
Total Highway Safety Cluster			<u>135,586</u>	<u>-</u>
Minimum Penalties for Repeat Offenders for Driving While Intoxicated				
<i>Passed through the State of California Office of Traffic Safety</i>				
OTS Traffic Enforcement - 2022	20.608	PT22050	74,075	-
OTS Traffic Enforcement - 2023	20.608	PT23136	183,749	-
			<u>257,824</u>	<u>-</u>
Total U.S. Department of Transportation			<u>5,336,975</u>	<u>-</u>
Corporation for National and Community Service				
<i>Direct Program</i>				
Retired and Senior Volunteer Program FY22-23	94.002	19SRPCA007	62,063	-
			<u>62,063</u>	<u>-</u>
Total Corporation for National and Community Service			<u>62,063</u>	<u>-</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Program Identification Number	Total Program Expenditures	Total Amount Provided to Subrecipients
U.S. Department of Health and Human Services				
<i>Pass through the California Department of Public Health Through County of Ventura</i>				
COVID-19 ELC Enhancing Detection Expansion Funding	N/A	COVID-19ELC114	51,940	-
			<u>51,940</u>	<u>-</u>
Aging Cluster				
<i>Pass through the County of Ventura Area Agency on Aging Special Programs for the Aging, Senior Nutrition Services</i>	93.045	3500FY23-05	149,245	-
Total Aging Cluster			<u>149,245</u>	<u>-</u>
Total U.S. Department of Health and Human Services			<u>201,185</u>	<u>-</u>
U.S. Department of Treasury				
<i>Direct Program</i>				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	9,630,698	332,329
			<u>9,630,698</u>	<u>332,329</u>
<i>Passed through California Water Resources Control Board Coronavirus State & Local Fiscal Recovery-Wastewater Arrearage Payment Program</i>	21.027	CA5610007-01	552,267	-
			<u>552,267</u>	<u>-</u>
			<u>10,182,965</u>	<u>332,329</u>
<i>Passed through California Department of Treasury</i>				
Emergency Rental Assistance Round 1 (Administrative Cost)	21.023	21-ERAP-10003	18,864	-
			<u>18,864</u>	<u>-</u>
Total U.S. Department of the Treasury			<u>10,201,829</u>	<u>332,329</u>
U.S. Environmental Protection Agency				
<i>Direct Program</i>				
Solid Waste Management Assistance Grants	66.808	98T18001	25,752	-
			<u>25,752</u>	<u>-</u>
Total U.S. Department of Protection Agency			<u>25,752</u>	<u>-</u>
Total Direct Program			15,732,271	1,455,588
Total Pass Through			8,663,544	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 24,395,815</u>	<u>\$ 1,455,588</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards required by the Uniform Guidance.

CITY OF OXNARD
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

1. **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal awards (Schedule) includes the Federal award activity of City of Oxnard (City) under programs of the Federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City. It does not include the Federal award activity of Oxnard Housing Authority, a blended component unit of the City, which expended \$30,777,385 in Federal awards.

2. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. **INDIRECT COST RATE**

The City has not elected to use the 10% de minimis indirect cost rate.

4. **FEDERALLY-FUNDED LOANS**

The City administers loans, primarily forgivable loans, made from funds provided by the following Federal programs for the year ended June 30, 2023:

<u>FEDERAL PROGRAMS</u>	<u>LOANS OUTSTANDING</u>
Community Development Block Grants (Assistance Listing #14.218)	\$ 3,624,330
HOME Investment Partnership Program (Assistance Listing #14.239)	11,973,906

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2023

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

- Material weaknesses identified?
- Significant deficiencies identified?

<u> </u>	Yes	<u> x </u>	No
<u> </u>	Yes	<u> x </u>	None reported

Noncompliance material to financial statements noted:

<u> </u>	Yes	<u> x </u>	No
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Federal Awards

Internal control over major programs:

- Material weaknesses identified?
- Significant deficiencies identified?

<u> </u>	Yes	<u> x </u>	No
<u> </u>	Yes	<u> x </u>	None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

<u> </u>	Yes	<u> x </u>	No
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Identification of major programs:

<u>CFDA No.</u>	<u>Name of Federal Program or Cluster</u>
14.239	HOME Investment Partnership Program
97.044	Assistance to Firefighters Program
97.039	Hazard Mitigation Grant Program
20.205	Highway Planning and Construction Cluster
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

<u> x </u>	Yes	<u> </u>	No
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CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2023

INDEX

CURRENT YEAR

MAJOR FEDERAL AWARD PROGRAMS

None

FINANCIAL STATEMENTS

None

PRIOR YEAR

FINANCIAL STATEMENTS

Information Technology (IT) General Controls

2020-001

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2023

FINDINGS AND QUESTIONED COSTS – MAJOR PROGRAMS

None

FINDINGS AND QUESTIONED COSTS – FINANCIAL STATEMENTS

None

CITY OF OXNARD
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

FINDINGS AND QUESTIONED COSTS - FINANCIAL STATEMENTS

2020-001 – Information Technology (IT) General Controls (SD)

Criteria: IT general controls (ITGC) are basic controls applied to IT systems. The objectives of ITGC are to ensure the integrity of data and processes that the IT systems support. ITGC have a pervasive effect on the City's system of internal control over financial reporting.

Condition: We evaluated the design and implementation of ITGCs and noted 12 findings. We communicated such findings to the IT Department. Because those findings reveal vulnerabilities to, or otherwise increase the potential for an attack on, the information technology systems of the City, the details of the findings will not be published in this document. They will, however, be communicated to the City Council via a separate confidential written report.

Repeat of a Prior-Year Finding: 5 out of 12 were repeat findings

Recommendation: Our recommendations will be communicated to the City Council via a separate confidential written report.

City's Response 2023: The City's corrective action plan will be communicated to the City Council via a separate confidential written report. The auditors will follow up on the City's implementation of its corrective action plan in the next audit.

EP's Comment 2023: In progress

(SD – Significant Deficiency)

Single Audit Report for Fiscal Year Ended June 30, 2023

City Council Meeting
May 7, 2024



CITY OF
OXNARD
CALIFORNIA

ep
LLP
EADIE PAYNE

AGENDA

- 1 Introduction
- 2 Schedule of Expenditures of Federal Awards (SEFA)
- 3 Major Program
- 4 Internal Control Findings
- 5 Management Recommendations

• Single Audit Report

- Internal Control Report Required by *Government Auditing Standards*
- Report on Compliance for Each Major Program
- Report on Internal Control on Internal Control over Compliance
- Report on the Schedule of Expenditures of Federal Awards

Schedule of Expenditures of Federal Awards (SEFA)

2

- Total Expenditures \$24.40M
- Major Programs 5*
- Total Programs 20

*Five major programs exceed the threshold of \$750K. Four of the major programs have not been tested in the past two years. ARPA is required to be tested as a higher risk program.

Major Program

3

Program		Total Program Expenditures	Provided to Subrecipients
1 Local Government Fiscal Recovery Fund (CSLFRF aka ARPA fund)	Direct from U.S. Department of Treasury	\$ 9,630,698	\$ 332,329
	Passed through California Water Resources Control Board	552,267	-
	Total	<u>\$ 10,182,965</u>	<u>\$ 332,329</u>
2 Highway Planning and Construction Cluster	Passed through the State of California Department of Transportation	\$ 4,943,565	\$ -
3 Hazard Mitigation Grant Program	Passed through the California Office of Emergency Services	\$ 1,956,206	\$ -
4 HOME Investment Partnership Program	Direct from U.S. Department of Housing and Urban Development	\$ 2,726,925	\$ -
5 Assistance to Firefighters Program	Direct from U.S. Department of Homeland Security	\$ 388,039	\$ -
	Passed through the County of Ventura	506,503	-
	Total	<u>\$ 894,542</u>	<u>\$ -</u>

- **No internal control findings in FY2023**
- **Prior year findings**
 - Financial Statements – In Progress
 - 2020-001 Information Technology (IT) General Controls

Management Recommendations

5

- Conducting investment policy review
- Conducting investment statements review frequently
- Conducting journal entries review for GASB87 and GASB96
- Implementing strategies to address information technology risk assessment findings on Tyler Munis

THANK YOU!

Eden C. Casareno

ecasareno@eadiepaynellp.com

909.809.7662





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Adopt a Resolution to Accept a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a Resolution of the City Council of the City of Oxnard Authorizing the City of Oxnard to enter into an Agreement (A-8548) with the State of California Department of Water Resources to receive funds for the Channel Islands Water Quality Remediation Projects and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Oxnard;
2. Accept a grant from the California State Department of Water Resources in the amount of \$500,000 for the Channel Islands Harbor water quality remediation; and
3. Authorize the City Manager to execute the grant agreements and modify Exhibits of the agreement as necessary and the Finance Director or designee to submit the financial reports, grant claims, and approve the budget appropriations for the use of the grant funds; and the Director of Public Works or designee to submit the non-financial reports.

(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/DVkuev6rZrQ>

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4"). Each of these Special Districts has specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed through an annual parcel charge for the purposes of maintaining the improvements and other authorized services within their District.

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 abutting sections of the harbor would not be present absent these developments occurring. As specified in the Formation Documents, water quality remediation services are authorized services for each of the Harbor Districts; however, the City Council has previously authorized the use of American Rescue Plan Act ("ARPA") funding for this service.

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 then, the City of Oxnard (“City”), the County of Ventura (“County”), and residents of the Channel Islands Neighborhood Council (“CINC”) have organized efforts to address water quality issues in the Harbor.

Water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor. To begin this testing, the Los Angeles Regional Water Quality Control Board (“LARWQCB”) required the development of a Quality Assurance Project Plan (“QAPP”) describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals of the project. A critical component of these efforts is volunteers from CINC performing the water sampling that includes mobilization of volunteers, scheduling coordination with contract laboratories, and data collection and reporting.

The Special Districts Division is managing the remediation efforts in Channel Islands Harbor and has contracted with laboratories for toxicity testing, aquatic biological monitoring, and provides project management, field sampling, toxicity testing, freshwater and marine bioassessments, technical consulting, data management, and reporting.

On September 24, 2021, December 7, 2021, and March 29, 2022, the City Council approved funding totaling \$1,300,000 from the American Rescue Plan Act (“ARPA”) to address harbor water quality, including the development of a feasibility study and implementation plan.

On September 19, 2023, the County’s Board of Supervisors approved \$1,300,000 in matching funds for ongoing Harbor water quality remediation efforts, personnel costs, procuring of services and materials, conducting environmental review, obtaining permits or approvals, and conducting project management with cost tracking.

An Agreement for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan, will be presented to the City Council on May 7, 2024 for consideration. This Feasibility Study and Implementation Plan will provide overall project management, including engagement with the City, County, and stakeholders; review the current data sets, studies, and reports; determine water quality objectives, prepare a gap analysis, and provide a technical report of findings; and identify mitigation strategies, controls, costs, and other long-term factors which will lead to the development of an Implementation Plan.

DISCUSSION

In September 2022, the Governor’s office approved Assembly Bill 179 amending the 2022 Budget Act, which included the allocation of \$500,000 for the City of Oxnard’s Channel Islands Harbor water quality remediation projects. State Senator Monique Limón, Assemblymember Steve Bennett, and Assemblymember Jacqui Irwin led the efforts to allocate the funding that was also supported by County Supervisor Carmen Ramirez, the Ventura County Farm Bureau, California State University Channel Islands, the Seabridge and Westport Homeowners Associations, and residents of the Channel Islands Neighborhood Council, and Oxnard city staff.

The adoption of this Resolution for funding from the California State Department of Water Resources in the amount of \$500,000 for Channel Islands Harbor water quality remediation may be used towards the consulting services for the Water Quality Feasibility Study and Implementation Plan, or toward selected and approved City projects for the Harbor water quality remediation. As such, the Work Plan, and accompanying Exhibits to the Agreement may need to be modified for project-specific information once identified.

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 awarded amount from the State of \$500,000 shall be used to cover project costs related to the Channel Islands Harbor water quality remediation, including but not limited to ongoing water quality testing and consulting services, personnel costs, procuring of services and materials, conducting environmental review, obtaining permits or approvals, and conducting project management and costs tracking.

This Agreement requires submission of an annual progress report to the Department of Water Resources.

There is no match requirement. Grant revenue of \$500,000 will be recognized and appropriated to the State Grant Fund (210); there is no impact to the General Fund or any Special Assessment District for approving this funding agreement.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8548/State Agreement 46000xxxxx
2. Resolution
3. Special Districts Map
4. Special Districts List
5. Presentation

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
CITY OF OXNARD
AGREEMENT NUMBER 46000xxxxx**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Oxnard, a city agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207.) to Funding Recipient to assist in financing the Channel Islands Harbor Water Quality Remediation Projects (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$500,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
 - A. Purchase of equipment not an integral part of the Project.
 - B. Purchase of water supply not an integral part of the Project.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs incurred during that time period.
 - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
 - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
 - A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
 - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
 - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
 - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
 - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via

DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.

10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

- A. Notices may be transmitted by any of the following means:
 - i. By delivery in person.
 - ii. By certified U.S. mail, return receipt requested, postage prepaid.
 - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - iv. By electronic means.
- B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the

date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236-0001 Phone: 916-902-6713 Email: Arthur.Hinojosa@water.ca.gov	City of Oxnard Michael L. Wolfe Director of Public Works 305 W. Third Street, East Wing, 3rd Flr Oxnard, CA 93030 805-385-8055 Michael.Wolfe@oxnard.org
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Direct all inquiries to the Project Manager:

Department of Water Resources <Name> <Title> <Mailing Address> <Phone> <e-mail>	City of Oxnard Michael L. Wolfe Director of Public Works 305 W. Third Street, East Wing, 3rd Flr Oxnard, CA 93030 805-385-8055 Michael.Wolfe@oxnard.org
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Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES _____ Arthur Hinojosa Manager, Division of Regional Assistance Date _____	CITY OF OXNARD _____ Alexander Nguyen City Manager Date _____
Approved as to Legal Form and Sufficiency _____ Robin Brewer, Assistant General Counsel Office of the General Counsel Date _____	Approved as to Legal Form and Sufficiency (if applicable) _____ Stephen Fisher City Attorney Date _____

EXHIBIT A WORK PLAN

PROJECT: Channel Islands Harbor Water Quality Remediation Projects

IMPLEMENTING AGENCY: City of Oxnard

PROJECT DESCRIPTION: Channel Islands Harbor Water Quality Remediation Projects

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

Identify required environmental and regulatory permits for the Project and obtain required permits..

Deliverables

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

Budget Category C: Planning and Design

Task C.1: Preliminary Design Engineering Services

(Example) Prepare preliminary water well siting feasibility study and detailed site study, including land use considerations, hydraulic analysis, consideration of alternative piping alignment, permitting requirements, infrastructure considerations, and cost analysis.

Deliverables

- Water Well Siting Feasibility Report

- Preliminary Engineering Design Report

Task C.2: Final Design Engineering Services

Prepare relevant 65%, 95% and 100% level construction drawings and technical specifications. Prepare Stormwater Pollution Preventions Plan (SWPPP) and Water Quality Management Plan (WQMP), if applicable. Prepare recommended construction schedule.

Deliverables

- 100% Design (Plans/Specs/Engineer's Estimate)
- SWPPP and WQMP (If applicable)
- Project Schedule

Budget Category D: Construction

Task D.1: Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties may include, but are not limited to: documenting of pre-construction conditions, daily construction on-site inspections of construction activities, preparing owner change orders, addressing questions of contractors on site via Request for Information or Request for Clarification, coordination of specialty inspection and testing, reviewing/updating project schedule, reviewing contractor log submittals and progress payment requests, notifying Contractor if work is not acceptable.

Deliverables

- Bid Documents
- Notice of Advertisement
- Notice of Award
- Fully executed Agreement
- Purchase Order
- Notice to Proceed

Task D.2: Construction Activities

Construction activities are outlined below.

11(a): Mobilization and Demobilization

11(b): Site preparation

11(c): Install, construct, excavate

11(d): Improve

Deliverables

- Notice of Completion
- Record Drawings

EXHIBIT B**BUDGET****PROJECT: Channel Islands Harbor Water Quality Remediation Projects**

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration			
B: Permitting and Environmental Documentation			
C: Planning and Design			
D: Construction			
Total			

EXHIBIT C
SCHEDULE

PROJECT: Channel Islands Harbor Water Quality Remediation Projects

DESCRIPTION	START	FINISH
A: Administration		
B: Permitting and Environmental Documentation		
C: Planning and Design		
D: Construction		

EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. **EASEMENTS:** Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

- B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF DIRECTORS (or other authorizing agency as applicable) OF THE <FUND RECIPIENT> AUTHORIZING THE <FUND RECIPIENT> TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE <FUNDED PROJECT> AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE <FUND RECIPIENT>

WHEREAS, the September 2022 Assembly Bill 179 designated \$X in funding to the <Fund Recipient>, for its <Funded Project>, a <brief project description> (collectively, the “Project”); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources (“CDWR”); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the <Fund Recipient>; and

WHEREAS, CDWR requires a resolution from the <Fund Recipient> authorizing the <Fund Recipient> to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

NOW, THEREFORE, the Board of Directors of the <Fund Recipient> does hereby resolve and find as follows:

Authorizes the <Fund Recipient> to enter into an agreement with the State of California Department of Water Resources to receive \$18 million in funding for its <Funded Project> and authorizes the General Manager, or designee to execute the agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

PASSED, APPROVED, and ADOPTED this xth day of Month 2023 by the following vote:

AYES: Unless noted below all Directors voted aye.

NOES:

ABSTAIN:

ABSENT:

<Authorizing Signatory>

ATTEST:

<Authorizing Signatory>

I, <Authorizing Signatory>, Clerk of the Board of the <Fund Recipient>, certify that the vote shown above is correct and this Resolution No. 2021- _____ was duly adopted at the meeting of the Board of Directors on the date stated above.

<Authorizing Signatory>

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
 - o Accounting of the cost of project expenditure
 - o Include all internal and external costs not previously disclosed
 - o A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G**STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State payment requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY OF OXNARD TO ENTER INTO AN
AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
WATER RESOURCES TO RECEIVE FUNDS FOR THE CHANNEL
ISLANDS HARBOR WATER QUALITY REMEDIATION PROJECTS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY OF OXNARD**

WHEREAS, in September 2022, the Governor’s office approved Assembly Bill 179 amending the 2022 Budget Act, designating \$500,000 in funding for the City of Oxnard’s Channel Islands Harbor Water Quality Remediation Projects (collectively, the “Project”); and

WHEREAS, State Senator Monique Limón, Assemblymember Steve Bennett, and Assemblymember Jacqui Irwin led the efforts to allocate the funding that was also supported by County Supervisor Carmen Ramirez, the Ventura County Farm Bureau, California State University Channel Islands, the Seabridge and Westport Homeowners Associations, residents of the Channel Islands Neighborhood Council, and Oxnard city staff; and

WHEREAS, adoption of this Resolution for funding from the California Department of Water Resources (“CDWR”) for Channel Islands Harbor water quality remediation may be used towards the consulting services for the Water Quality Feasibility Study and Implementation Plan, or toward selected and approved City projects for the Harbor water quality remediation; and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the CDWR; and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the City of Oxnard; and

WHEREAS, CDWR requires a resolution from the City Council of the City of Oxnard authorizing the City of Oxnard to enter into an agreement with CDWR to receive funds and to authorize the City Manager to execute the agreement.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and find as follows:

Authorizes the City of Oxnard to enter into an agreement with the State of California Department of Water Resources to receive \$500,000 in funding for its Channel Islands Water Quality Remediation Projects and authorizes the City Manager, or designee to execute the agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

PASSED AND ADOPTED THIS 7th day of May, 2024, by the following vote:

Resolution No.

Funding Agreement No. 46000XXXXX

Acceptance of a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor

Page 3

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

Resolution No.

Funding Agreement No. 46000XXXXX

Acceptance of a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor

Page 3

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
CITY OF OXNARD)

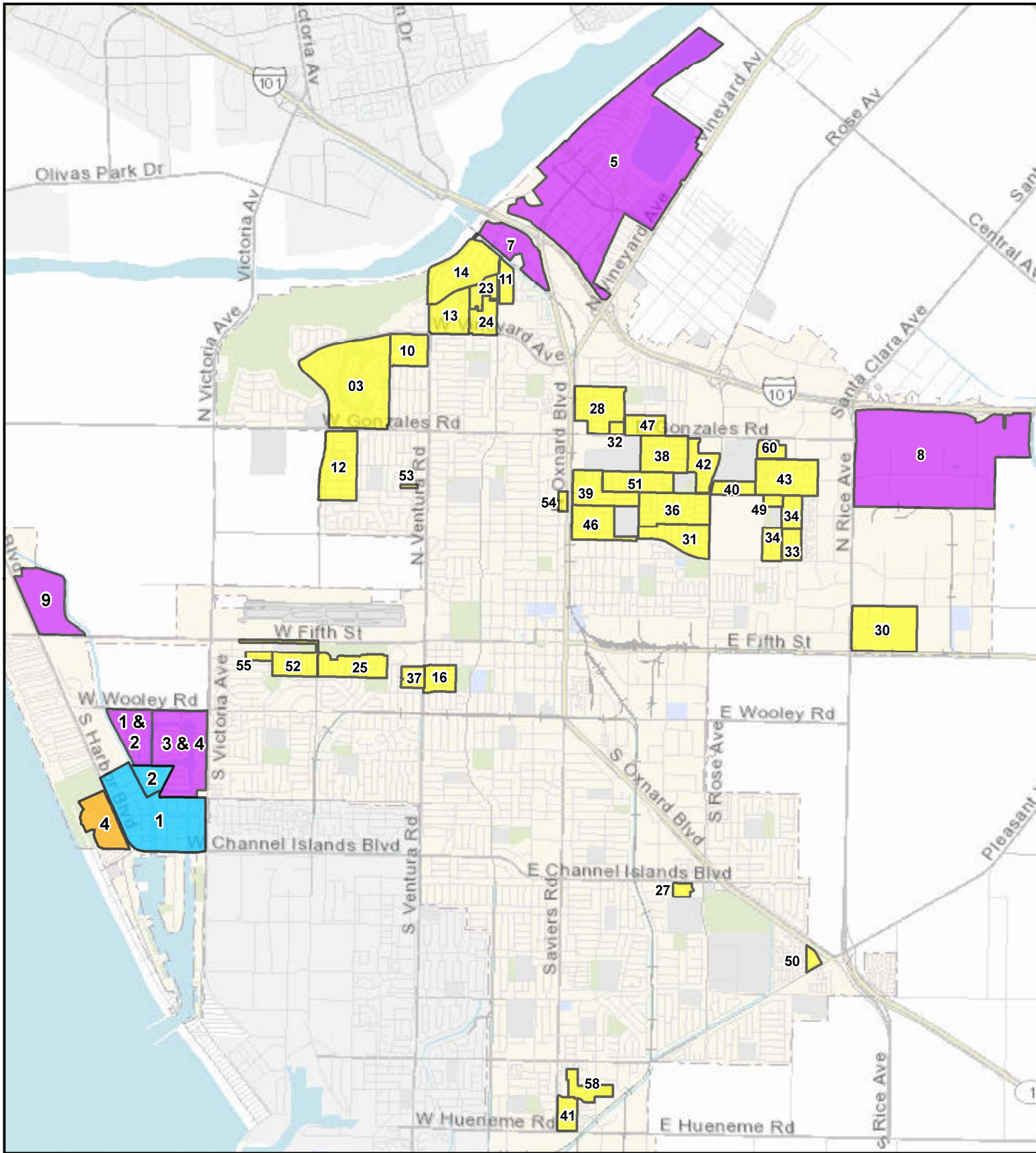
CERTIFICATION

I, Rose Chaparro, City Clerk of the City of Oxnard, do hereby certify the foregoing to be a true and correct copy of **Resolution** adopted by the City Council of the City of Oxnard at its regular meeting held on May 7, 2024. The original is on file at the office of Oxnard City Clerk.

DATED this day of , 2024.

Rose Chaparro
City Clerk

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.) |

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

Adopt a Resolution to accept a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in Channel Islands Harbor

City Council
May 7, 2024

Anthony Miller
Interim Special Districts Manager

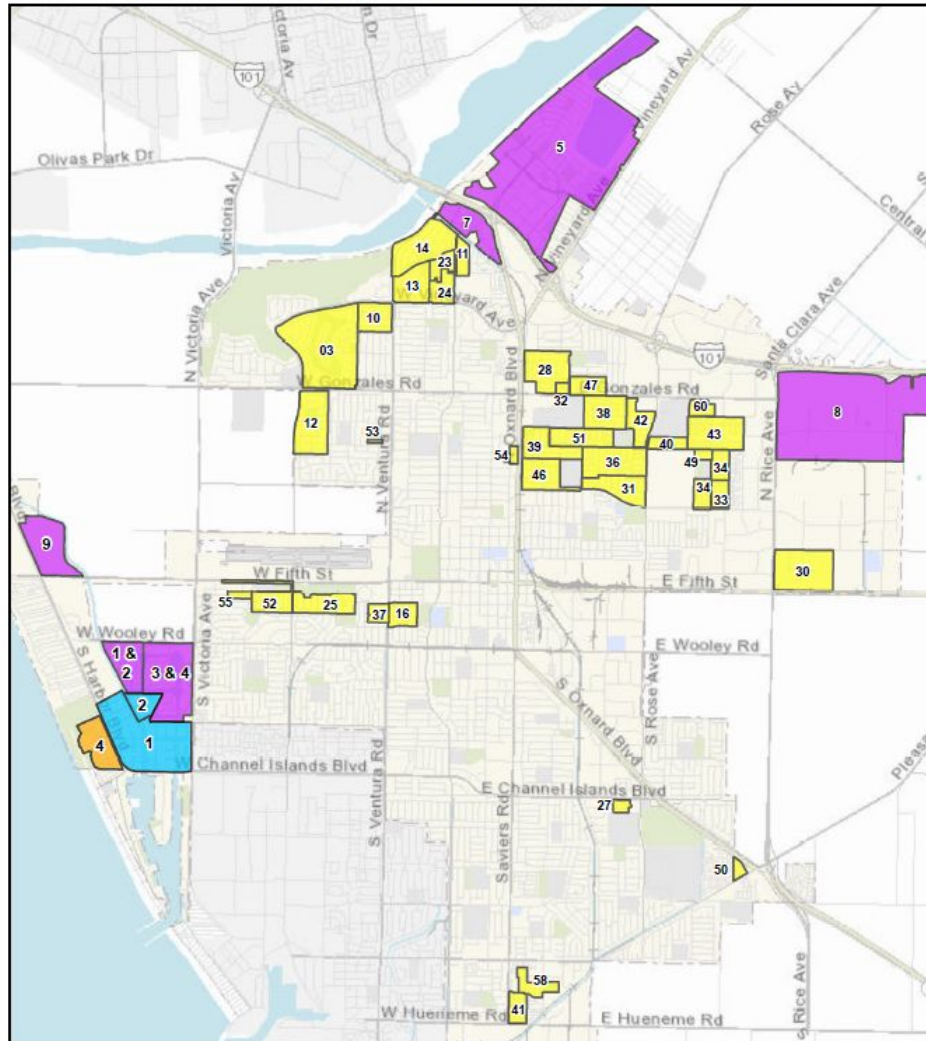
RECOMMENDATION

That the City Council:

1. Adopt a Resolution of the City Council of the City of Oxnard Authorizing the City of Oxnard to enter into an Agreement (A-8548) with the State of California Department of Water Resources to receive funds for the Channel Islands Water Quality Remediation Projects and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Oxnard;
2. Accept a grant from the California State Department of Water Resources in the amount of \$500,000 for Channel Islands Harbor water quality remediation; and
3. Authorize the City Manager to execute the grant agreements and modify Exhibits of the agreement as necessary and the Finance Director or designee to submit the financial reports, grant claims, and approve the budget appropriations for the use of the grant funds; and the Director of Public Works or designee to submit the non-financial reports.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD

CITY OF OXNARD SPECIAL DISTRICTS



- Orange Maintenance Assessment District (District No.) Purple Community Facilities District (District No.)
Light blue Waterway Assessment District (Zone No.) Yellow Landscape Maintenance District (District No.)

More information can be found at:

oxnard.org/specialdistricts

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, bonded and non-bonded Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), Waterways Maintenance Assessment Districts (WADs), and a Maintenance Assessment District (MAD-4).
- The Channel Islands Harbor (CIH) 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 abutting sections of the harbor would not be present absent these developments occurring. As specified in the Formation Documents, water quality remediation services are authorized services for each of the Harbor Districts; however, the City Council has previously authorized the use of American Rescue Plan Act ("ARPA") funding for this Service.

BACKGROUND

- Properties within each District are assessed an annual parcel charge for the purposes of maintaining these and other authorized services and improvements within their District.
- 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 then, the City of Oxnard (“City”), the County of Ventura (“County”), and residents of the Channel Islands Neighborhood Council (“CINC”) have organized efforts to address water quality issues in the Harbor.

BACKGROUND

- The Special Districts Division is managing the remediation efforts in Channel Islands Harbor and has contracted with laboratories for toxicity testing, aquatic biological monitoring, and provides project management, field sampling, toxicity testing, freshwater and marine bioassessments, technical consulting, data management, and reporting.
- On September 24, 2021, December 7, 2021, and March 29, 2022, the City Council approved funding totaling \$1,300,000 from the American Rescue Plan Act (“ARPA”) to address harbor water quality, including the development of a feasibility study and implementation plan.
- On September 19, 2023, the County’s Board of Supervisors approved \$1,300,000 in matching funds for ongoing Harbor water quality remediation efforts, personnel costs, procuring of services and materials, conducting environmental review, obtaining permits or approvals, and conducting project management with cost tracking.

BACKGROUND

- An Agreement for the Channel Island Harbor Water Quality Feasibility Study and Implementation Plan, will be presented to the City Council on May 7, 2024 for consideration. This Feasibility Study and Implementation Plan will provide overall project management, including:
 - Engagement with the City, County, and stakeholders;
 - Review the current data sets, studies, and reports;
 - Determine water quality objectives, prepare a gap analysis, and provide a technical report of findings; and
 - Identify mitigation strategies, controls, costs, and other long-term factors which will lead to the development of an Implementation Plan.

DISCUSSION

- In September 2022, the Governor's office approved Assembly Bill 179 amending the 2022 Budget Act, which included the allocation of \$500,000 for the City of Oxnard's Channel Islands Harbor water quality remediation projects.
- The adoption of this Resolution for funding from the California State Department of Water Resources in the amount of \$500,000 for Channel Islands Harbor water quality remediation may be used towards the consulting services for the Water Quality Feasibility Study and Implementation Plan, or toward selected and approved City projects for the Harbor water quality remediation. As such, the Work Plan and accompanying Exhibits to the Agreement may need to be modified for project-specific information once identified.

FINANCIAL IMPACT

- The awarded amount of \$500,000 shall be used to cover project costs related to Channel Islands Harbor water quality remediation, including but not limited to ongoing water quality testing and consulting services, personnel costs, procuring of services and materials, conducting environmental review, obtaining permits or approvals, and conducting project management and costs tracking.
- This Agreement requires submission of an annual progress report to the Department of Water Resources.
- There is no impact to the General Fund or any Special Assessment District for approving this funding agreement.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms; ending April 30, 2029, for Safety Training Services for the Public Works Department.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2YRzNBS63TA>

BACKGROUND

The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors. The Public Works Department engages in projects and endeavors that are considered construction and general industry activities. To comply with Cal/OSHA regulations and guarantee the utmost safety for our personnel, the City must provide comprehensive training on various crucial topics. These training topics include but are not limited to Asbestos Awareness, Confined Space Entry and Rescue, Crane Operations and Rigging, Electrical Safety, Fall Protection, Forklift/Heavy Equipment Operations, Hand and Power Tools, Hazardous Waste Awareness and Handling, Mobile Elevating Work Platforms, Traffic Control, Tree Work, Trenching and Excavation Awareness, and Welding and Hot Work Safety.

Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions. In an effort to bring consistent and group-specialized training to the hundreds of Public Works personnel, a Public Works safety training service was solicited. This service agreement would allow consistent safety training to the following Public Works Divisions; Engineering, Facilities, Fleet Services, Parks, Special Districts, Street Maintenance, Traffic, Wastewater, Water, Environmental Resources, and other groups as needed.

DISCUSSION

The Purchasing Department released a Request for Proposal (RFP) PW 24-69 for Safety Training Services for the Public Works Department on December 26, 2023, with a proposal due date of January 31, 2024. RFP PW 24-69 received a total of eight (8) proposals from the following contractors:

Arbill Industries, Inc.	EHS International, Inc.
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Montgomery Investigations	NATEC International, Inc.
United Rentals (North America), Inc.	Women Teaching CPR
Safety Prime Consultants	OSTS, Inc.

The proposals were reviewed by the Purchasing Division (Buyer), Human Resources Department (Health & Safety Administrator, Health & Safety Training Officer), the Wastewater Division (Sr. Admin Services Analyst), and the Water Division (Water Operations Manager, AWP Operations Manager) with a determination of NATEC to be the highest ranked proposer based on scoring criteria listed in RFP PW 24-69. Scoring criteria consisted of the contractor's overall responsiveness and completeness of the proposal, qualification and experience, history providing the requested services, past record of performance, and cost. Additionally, NATEC 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. Based upon the available information and research performed to date, staff believes that NATEC is capable of satisfactorily providing safety training services to the Public Works Department.

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 cost for this agreement with NATEC International, Inc., shall not exceed \$1,500,000 through April 30, 2029. The estimated cost for this fiscal year is \$53,000 and be funded from available appropriations in the approved Fiscal Year 2023-24 budget within various Public Works Funds. The funding for subsequent fiscal years will be requested during the annual budget process. The in-person safety training will be selected and paid for by each division on an as-needed basis to meet OSHA regulations and individual division requirements. Payment shall be made when service is rendered and there will be no guaranteed spending amounts through the duration of the agreement.

Estimated Spending Plan							
PW Division	FY 23/24 (2 Months)	FY 24/25 (12 Months)	FY 25/26 (12 Months)	FY 26/27 (12 Months)	FY 27/28 (12 Months)	FY 28/29 (10 Months)	TOTAL
Water (6013600-52310 & 6013605-52310)	\$10,000	\$60,000	\$60,000	\$60,000	\$60,000	\$50,000	\$300,000
Wastewater (6113610-52310)	\$15,000	\$90,000	\$90,000	\$90,000	\$90,000	\$70,000	\$445,000
Environmental Resources (6313630-52310)	\$5,000	\$20,000	\$20,000	\$20,000	\$20,000	\$15,000	\$100,000
Streets (1013401-52310)	\$3,000	\$15,000	\$15,000	\$15,000	\$15,000	\$14,000	\$77,000
Parks (1013301-52310, 1013302-52310 & 1013304-52310)	\$7,000	\$45,000	\$45,000	\$45,000	\$45,000	\$35,000	\$222,000
Facilities (7353740-52310)	\$2,000	\$10,000	\$10,000	\$10,000	\$10,000	\$9,000	\$51,000

Fleet (7413750-52310)	\$4,000	\$25,000	\$25,000	\$25,000	\$25,000	\$18,000	\$122,000
Special Districts (20003801-52310)	\$5,000	\$30,000	\$30,000	\$30,000	\$30,000	\$25,000	\$150,000
Engineering (1013101-52310)	\$2,000	\$6,500	\$6,500	\$6,500	\$6,500	\$5,000	\$33,000
TOTAL	\$53,000	\$301,500	\$301,500	\$301,500	\$301,500	\$241,000	\$1,500,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Supervising Civil Engineer, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32400411 NATEC International
2. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NATEC INTERNATIONAL, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of NATEC International, 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.** Safety Training Services for the Public Works Department.

3. **PARTIES.**

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

NATEC International, Inc. ("CONSULTANT"), a corporation of the State of California, located at 9300 Daisy Ave, Fountain Valley CA 92708

4. **TERM OF AGREEMENT:** From (Date): 5/1/24 To (Date): 4/30/25

4.1 Time is of the essence in this Agreement.

4.2 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 Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

4.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

4.4 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: \$1,500,000.00

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: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: 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:

Name: Esteban Camara

Title: Occupational Health & Safety Administrator

Phone: (805) 200-5337

Email: esteban.camara@oxnard.org

Mailing Address (if differs from above):

CONSULTANT Designated Representative:

Name: Allison Croulet

Title: Vice President

Phone: (714) 678-2750

Email: bids@natecintl.com

Mailing Address (if differs from above):

PO box 8657

Fountain Valley, CA 92728

8. CONTRACTUAL PREREQUISITES.

8.1 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.

8.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

8.3 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.

8.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

8.5 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.

9.1 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 12 of this Agreement.

9.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. 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 in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay 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 & 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.

11.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those

Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.

11.2 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.

11.3 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.

11.4 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.

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 the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, 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.

14. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section

22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT 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

19.1 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 his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

- (1) Has thoroughly reviewed and considered the services and work to be performed;
- (2) Has reviewed the issues regarding the scope of services to be provided;
- (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.

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.

20.1. 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.

20.2. 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.

20.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

20.4. 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.

20.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. 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.

20.6. 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.

20.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by 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.

23.1 Except as set forth in Subsection 23.3 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, (but not including the City's construction contractors or other consultants) 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.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend 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, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 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.

23.3.1 Notwithstanding the provisions of Subsection 23.1 and 2 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.

23.3.2 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 shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

23.4 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 Section 23, inclusive 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.

23.5 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.

23.6 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the 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 F.

28. 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.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the 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 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.

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'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 CONSULTANT/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

NATEC International, Inc.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Michael Horner, President Date

Allison Croulet, Vice President ³ Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and NATEC INTERNATIONAL, INC.)

SCOPE OF SERVICES

PROJECT MANAGER: Esteban Camara, (805) 200-5337, Esteban.camara@oxnard.org

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide Safety Training Services for the City of Oxnard Public Works Department. Locations are shown at the end of this section and the City may add additional training topics and locations as needed.

The Contractor shall provide qualified technical and professional staff to supply on-site training to Public Works staff. The Contractor shall be responsible for providing the necessary training material, reports, and records in a timely manner.

The training topics shall include, but not be limited to:

1. Asbestos Awareness Level Training
2. Asbestos Cement Pipe Worker Initial 4 hour
3. Bloodborne Pathogens Awareness Level
4. Confined Space Awareness Level 2 Hours
5. Confined Space Entry Initial Level 8 Hours
6. Confined Space Entry Refresher Level 4 Hours
7. Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours
8. Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours
9. Confined Space Entry Train-The-Trainer – 16 Hours
10. CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)
11. Defensive Driver Training Awareness (Class C)
12. Electrical Awareness Level Training – 2 Hours
13. Electrical Safety Low/High Voltage Qualified Person
14. Elevating Work Platforms & Aerial Devices
15. Elevating Work Platforms & Aerial Devices Initial Level
16. Fall Protection Authorized User 4 Hour
17. Fire Prevention w/ Live Fire Extinguisher Training
18. Fit testing/cartridge filter mask training/ Resp Protection
19. Forklift Operator Initial Level
20. Hand and Power Tools Awareness Level Training – 2 Hours
21. Hazard Communication Awareness Level Training – 2 Hours
22. Hazardous Waste handling Awareness
23. HAZWOPER 24 Hour - Occasional Site Worker
24. HAZWOPER First Responder Awareness Level (FRAL)

25. Hearing Conservation Awareness Level Training – 2 Hours
26. Heat Illness Prevention
27. Heavy Equipment Operator Safety Refresher Level
28. Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader
29. Injury & Illness Prevention Plan (IIPP)
30. Intro to OSHA/Focus Four
31. Ladder Awareness Level Training – 2 Hours
32. Lockout/Tagout For Affected Employees Training Program – 2 Hours
33. Lockout/Tagout For Authorized Users Training Program – 4 Hours
34. Machine Guarding Awareness Level Training – 2 Hours
35. Mobile Elevating Work Platform Operator Safety Initial Level
36. Overhead Crane Operator Rigging and Signal Person 8 hour
37. Personal Protective Equipment Awareness
38. Pesticide Application
39. RCRA/Cal EPA Hazardous Waste Management Certification
40. Rigger/Signal Person Qualified Level Training – 8 Hours
41. Slips, Trips & Falls Awareness
42. Traffic Control / Flagging Safety ATSSA Certified Flagger
43. Traffic Control and Flagger Initial 8 hours
44. Traffic Control Awareness Level 2 hours
45. Traffic Control Flagging Initial 8 hours
46. Traffic Control Flagging Refresher 4 Hours
47. Tree Worker Safety
48. Trenching & Excavation Awareness
49. Utility Trailer Safety Initial
50. Welding & Hot Work Safety Awareness
51. Hydrogen Sulfide (H₂S) Annual Awareness Training

The City reserves the right to make changes to its course needs and for other as-needed services, make adjustments to the training dates based on other City obligations and/or add additional courses resulting from new regulatory requirements. The City shall reasonably inform the vendor in advance of changes.

The following section outlines the responsibilities of both Vendor and Department:

Vendor Responsibilities:

- Develop the course curriculum to meet state, federal and local regulations for Department approved course topics.
- Provide training to Department through a trainer with subject matter expertise.
- Provide course descriptions and associated course credit to the Project Manager prior to acceptance in order for Project Manager to promote training(s).
- Coordinate with Project Manager the course training meeting dates and times.
- Provide and distribute as-needed printed materials for each course to attendees.
- Submit an attendance roster to Project Manager after the completion of each course to confirm employee course attendance.

- Prepare and distribute employee certificates of completion, including associated course credit (if applicable) after each course.

Project Manager/Department Responsibilities:

- Coordinate with Vendor regarding course topics and training dates.
- Reserve training location.
- Communicate and promote training dates with Department staff.
- Provide as-needed audio equipment and projector screen for courses.
Provide minimum advance notice whenever possible regarding class cancellation that is mutually agreed upon by both parties (Vendor and Project Manager/Department).

TRAINING LOCATIONS

Facilities	1060 Pacific Ave. Oxnard, CA 93030
Fleet	1060 Pacific Ave. Oxnard, CA 93030
Parks	1060 Pacific Ave. Oxnard, CA 93030
Special Districts	1060 Pacific Ave. Oxnard, CA 93030
Streets Maintenance	1060 Pacific Ave. Oxnard, CA 93030
Water	251 S. Hayes Ave Oxnard, CA 93030
Wastewater	6001 Perkins Rd. Oxnard, CA 93033
Recycled Water	5700 Perkins Rd. Oxnard, CA 93033
Engineering	305 West Third St, 2nd Floor, Oxnard, CA 93033
Traffic	214 S C St, Oxnard, CA 93030
Environmental Resources	111 S Del Norte Blvd, Oxnard, CA 93030

The City reserves the right to add or remove locations as needed.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, INC.)**

SCHEDULE OF COMPENSATION

No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE
1	Asbestos Awareness Level Training	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
2	Asbestos Cement Pipe Worker Initial 4 hour	4 hours	15	\$38 / student	\$1383
3	Bloodborne Pathogens Awareness Level	2 hours	25	\$38 / student	\$1228 \$850 (Virtual)
4	Confined Space Awareness Level 2 Hours	2 hours	25	\$38 / student	\$1433 \$950 (Virtual)
5	Confined Space Entry Initial Level 8 Hours	8 hours	20		\$1610
6	Confined Space Entry Refresher Level 4 Hours	4 hours	25	\$58 / student	\$1433
7	Confined Space Entry and Non-Entry Rescue Competent Person Initial Level 16 Hours	16 hours	12		\$2997
8	Confined Space Entry and Non-Entry Rescue Competent Person Refresher Level Training – 8 Hours	8 hours	15		\$1610
9	Confined Space Entry Train-The-Trainer – 16 Hours	16 hours	10		\$4137
10	CPR/First Aid/AED (Adult) Certification Training – 5 Hours (HSI MEDIC First Aid Program)	5 hours	12		\$1310
11	Defensive Driver Training Awareness (Class C)	2 hours	25	\$38 / student	\$1405 \$950 (Virtual)
12	Electrical Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1405
13	Electrical Safety Low/High Voltage Qualified Person	8 hours	15		\$1917
14	Elevating Work Platforms & Aerial Devices	8 hours	12		\$1433
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE

Agreement No. 32400411

15	Elevating Work Platforms & Aerial Devices Initial Level	8 hours	12		\$1610
16	Fall Protection Authorized User 4 Hour	4 hours	20	\$58 / student	\$1433
17	Fire Prevention w/ Live Fire Extinguisher Training	4 hours	15		\$1483
18	Fit testing/cartridge filter mask training/ Resp Protection	2-4 hours	15		\$1383
19	Forklift Operator Initial Level	8 hours	12		\$1510
20	Hand and Power Tools Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
21	Hazard Communication Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
22	Hazardous Waste handling Awareness	2 hours	25	\$38 / student	\$1183
23	HAZWOPER 24 Hour - Occasional Site Worker	24 hours	25		\$4797
24	HAZWOPER First Responder Awareness Level (FRAL)	8 hours	25	\$58 / student	\$1383
25	Hearing Conservation Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
26	Heat Illness Prevention	2 hours	25	\$38 / student	\$1183
27	Heavy Equipment Operator Safety Refresher Level	8 hours	12		\$1433 \$1200 (Virtual)
28	Heavy Equipment Operator Training Initial Level (2 Days) Backhoe Loader, Front-End Loader, Excavator, Skid-Steer Loader	16 hours	12		\$3237
29	Injury & Illness Prevention Plan (IIPP)	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
30	Intro to OSHA/Focus Four	6-8 hours	25	\$58 / student	\$1433
31	Ladder Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
32	Lockout/Tagout For Affected Employees Training Program – 2 Hours	2 hours	25	\$38 / student	\$1248
33	Lockout/Tagout For Authorized Users Training Program – 4 Hours	4 hours	20	\$58 / student	\$1433
34	Machine Guarding Awareness Level Training – 2 Hours	2 hours	25	\$38 / student	\$1183
35	Mobile Elevating Work Platform Operator Safety Initial Level	8 hours	12		\$1510
36	Overhead Crane Operator Rigging and Signal Person 8 hour	8 hours	12		\$1610
37	Personal Protective Equipment Awareness	1-2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
38	Pesticide Application	4 hours	20		\$1610
39	RCRA/Cal EPA Hazardous Waste Management Certification	6-8 hours	20		\$1710
No.	CLASS DESCRIPTION	TOTAL HOURS OF TRAINING	MAX STUDENT PER SESSION	COST FOR ADD'L STUDENTS (IF ANY)	FLAT RATE

40	Rigger/Signal Person Qualified Level Training – 8 Hours	16 hours (Qualified level) 8 hours (Competent Person Level)	12 20		\$3597 (16 hours/Qualified level) \$1610 (8 hours/Competent Person Level)
41	Slips, Trips & Falls Awareness	2 hours	25	\$38 / student	\$1183 \$850 (Virtual)
42	Traffic Control / Flagging Safety ATSSA Certified Flagger	4 hours	15		\$2600
43	Traffic Control and Flagger Initial 8 hours	8 hours	15		\$1610
44	Traffic Control Awareness Level 2 hours	2 hours	20	\$58 / student	\$1348
45	Traffic Control Flagging Initial 8 hours	8 hours	20		\$1610
46	Traffic Control Flagging Refresher 4 Hours	4 hours	20	\$58 / student	\$1383
47	Tree Worker Safety	4 hours	20		\$1610
48	Trenching & Excavation Awareness	4 hours	20		\$1510
49	Utility Trailer Safety Initial	8 hours	12		\$1510
50	Welding & Hot Work Safety Awareness	4 hours	20	\$38 / student	\$1433
51	Hydrogen Sulfide (H2S) Annual Awareness Training	4 hours	20	\$38 / student	\$1433

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, INC.)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "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.

[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.

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 \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 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

EXHIBIT E

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, 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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and NATEC INTERNATIONAL, 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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NATEC INTERNATIONAL, 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/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): 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 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

Agreement 32400411 with NATEC International, Inc. for Safety Training Services for the Public Works Department

Public Works & Transportation Committee, April 9, 2024
City Council, May 7, 2024

Esteban Camara, Occupational Health and Safety Administrator
Human Resources Department

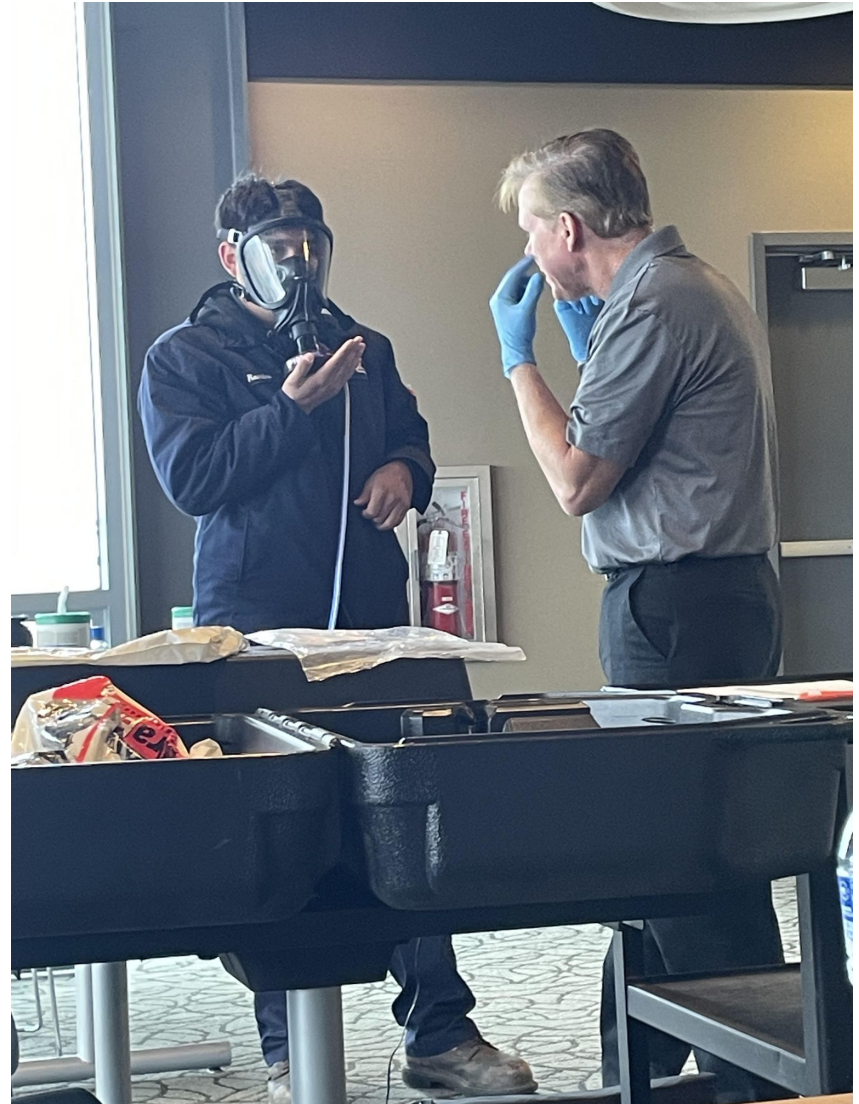
Public Works & Transportation Committee

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement 32400411 with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms, ending April 30, 2029, for Safety Training Services for the Public Works Department.

City Council

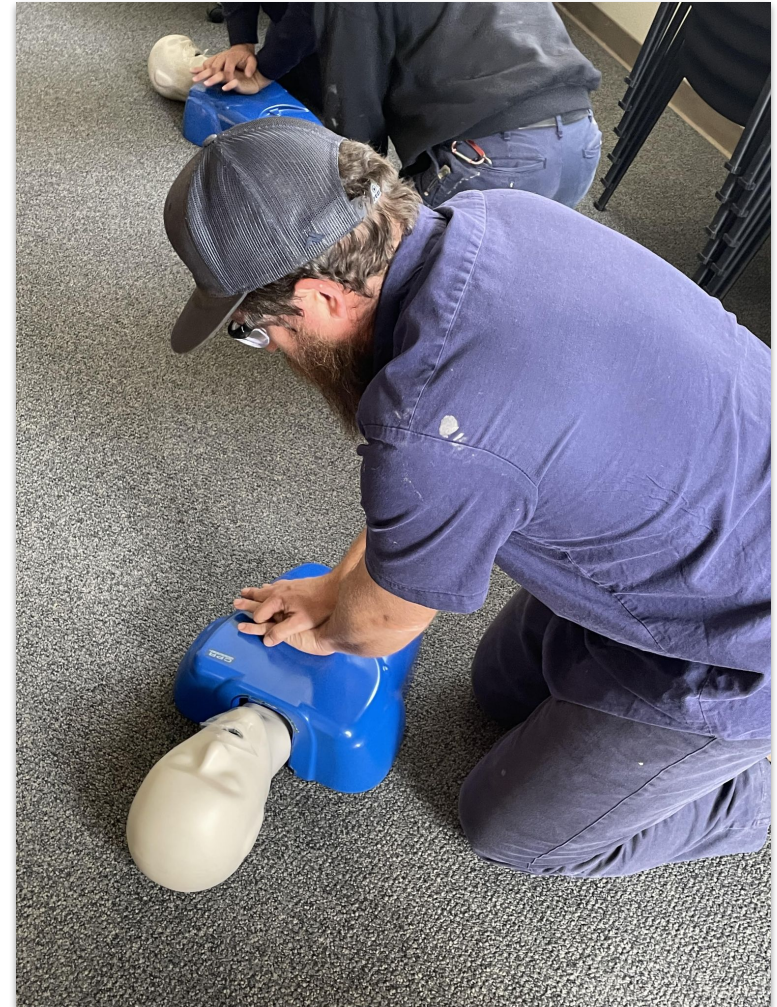
That the City Council approve and authorize the Mayor to execute Agreement with NATEC International, Inc. (NATEC) in the amount not to exceed \$1,500,000 for the maximum five-year term of the Agreement, with the initial term of one year ending April 30, 2025, after which the Agreement may be extended for four additional one-year terms, ending April 30, 2029, for Safety Training Services for the Public Works Department.

- The California Department of Industrial Relations (Cal/OSHA) requires specific safety training for the construction and general industry sectors
 - The various divisions within Public Works fall under these categories
- To comply with Cal/OSHA regulations and enhance safety for personnel, the City set out to acquire safety training on a range of crucial topics including, but not limited to:
 - Confined Space entry/ rescue, Hazardous waste, Hand and power tools, trenching, excavation, and welding
- Historically, the City has completed training in-house or enlisted the services of external consultants to deliver specialized training for specific divisions



Confined Space Entry (Left) / Fit Testing (Right)

- In an effort to provide consistent safety training to all Public Works employees, a safety training agreement was solicited for the following:
 - Engineering, Facilities, Fleet Services, Parks, Special Districts, Streets Maintenance, Traffic, Water, Wastewater, and Environmental Resources
- Additional groups may be added



CPR Training

- The Purchasing Department released Request for Proposal (RFP) PW 24-69 for Safety Training Services for the Public Works Department on December 26, 2023
 - Due date - January 31, 2024
 - 8 proposals received from the following contractors:

Arbill Industries, Inc.	EHS International, Inc.	Safety Prime Consultants	Montgomery Investigations
NATEC International, Inc.	OSTS, Inc.	United Rentals (North America), Inc.	Women Teaching CPR

- Proposals were reviewed by:
 - Purchasing Department - Buyer
 - Human Resources Department - Occupational Health and Safety Administrator, Health and Safety Training Officer
 - Wastewater Division - Sr. Admin Services Analyst
 - Water Division - Water Ops Manager, AWPf Ops Manager

- Scoring criteria consisting of:
 - Contractor responsiveness/ completeness of proposal
 - Qualification/ experience
 - History providing services
 - Past performance from references
 - Cost
- The evaluation group determined that NATEC was the highest ranked proposer and recommended an agreement be awarded
- Through this agreement, NATEC will provide safety training services to the various Public Works divisions on an as needed basis

- The not to exceed amount for this agreement with NATEC International, Inc. is \$1,500,000
 - Available appropriations shall be used for the remainder of the Fiscal Year 2023-24
 - Funding for subsequent fiscal years will be requested during the annual budget process
- In-person safety training will be selected and paid for by each division on an as-needed basis to meet OSHA regulations and individual division requirements
- Payment shall be made when service is rendered and there will be no guaranteed spending amounts through the duration of the agreement.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Tree Program and Landscape Standards Update. (15 minutes)

RECOMMENDATION

That the City Council receive and file an update of the citywide Tree Program and Landscape Standards.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FkpJx27uOIk>

BACKGROUND

Parks Division - Trees

The Parks Division of the Public Works Department is responsible for maintaining 36 Parks, 1.7 miles of Oxnard Beach, the citywide street landscaping that includes the public rights-of-way, over 32,000 trees, and conducts citywide graffiti abatement of City-owned properties and within and adjacent to the City's rights-of-way.

With the passing of Measure E, effective April 1, 2021, funding was identified to begin addressing the long-deferred tree maintenance. The annual operating budgets for the Parks Tree Subdivision were approximately \$1.25 million in FY 2021-22, \$1.5 million in FY 2022-23, and \$1.3 million in FY 2023-24.

Parks developed and implemented a plan that started in FY 2021-22 to address many years of deferred tree maintenance. The implementation of this plan included developing a 5-year grid pruning cycle for all City maintained trees, awarding a grid pruning contract, awarding a separate on-call tree services contract, and contracting with consulting companies to provide assessments and recommendations for all City trees, that includes a separate hazardous tree assessment with mitigation recommendations for eucalyptus trees.

Both the grid pruning contract and the on-call tree services contract serve the General Fund trees and the Special Districts trees. However, task orders for the Special Districts trees are issued separately and invoiced separately to ensure each district is only charged for the trees that are identified in their formation documents.

Special Districts Division - Trees

The Special Districts Division of the Public Works Department is responsible for 50 assessment districts containing 17 parks, street landscapes for several districts, and over 15,000 trees throughout all of the districts. However, some of these Districts are underfunded or partially funded due to the requirements related to the assessment changes that were brought upon by the approval of Proposition 218 in 1996. Therefore, some of the LMDs, MAD4, and WAD have not been able to perform routine maintenance of their landscapes and trees without a change in their assessment via a vote of the property owners or registered voters as applicable.

Landscape Standards

The Landscape Standards were last approved by the City Council in 1988. In response to water restrictions, State regulations, and the changing climate, it has become necessary for the City to update the Landscape Standards for both new commercial, industrial, and residential construction, as well as provide guidelines for residents and businesses to renovate their existing landscapes.

DISCUSSION

Parks Division – Grid Pruning

Staff addressed the deferred maintenance of the citywide General Fund trees through the development and implementation of a 5-year grid pruning plan. One of the challenges of developing this plan was not having accurate tree inventory data because the last comprehensive inventory was done approximately 15 years ago. Due to the lack of reliable data, staff made certain assumptions to formulate a plan that will prune over 32,000 General Fund trees within a 5 year timeframe. This plan has some flexibility built-in to accommodate unanticipated changes and delays.

The first year of work (FY 2021-22) focused on all 6,646 arterial street trees throughout the City (Attachment 1). The grid pruning plan for years two through five is to trim the remaining General Fund trees, regardless of planting location category (i.e. residential, parks, secondary streets, parking lots, etc.), starting at the eastern side of the City and working to the west.

In year two (FY 2022-23), the number of trees that were grid pruned was 5,027. This was lower than our goal because the tree services were shifted to complete the hazardous tree work (eucalyptus) before the specified funding expired. There were 101 eucalyptus trees removed, in addition to another 285 eucalyptus trees that were trimmed.

For year three (current FY 2023-24), the target number of General Fund trees to be grid pruned is 7,061. An additional 10,840 trees are being pruned by the Special Districts Division. The FY 2023-24 Grid Pruning Map (Attachment 2) shows in “Green” all of the trees that have been completed in years one, two, and three. The remaining trees that will be completed by the end of April 2024 are shown with a “Grey Dot” and the trees that will be completed by June 30, 2024, are shown in “Grey”. The “Red Circles” show the remaining areas of the City that will be grid pruned in fiscal years four and five.

Based on current funding levels, it is anticipated that the 5-year grid pruning plan will be completed on schedule. However, due to the term of the existing grid pruning contract, staff will need to re-bid this service in order to complete year five. The costs for grid pruning are expected to increase with the award of the new contract.

Special Districts Division - Grid Pruning

During the preparation of the district budgets for FY 2023-24, the property owners within the districts expressed their strong desire to include tree pruning within their neighborhoods. As such, staff worked with the current grid pruning contractor to develop a schedule to service approximately 10,840 trees that are located in most of the LMDs and in many of the CFDs. The estimated total cost for this grid pruning within Special Districts is \$745,000. Each district is responsible for the funding of their trees, per the formation documents. Staff also developed a 5 year Project Schedule for each district that will reflect the City’s 5-year grid pruning cycle in perpetuity, subject to available District funds in the future.

The communities of Harbour Island (WAD2), St. Tropaz (LMD11), Greystone (LMD23), The Pointe (LMD25), and Cameron Ranch (LMD49) did not receive grid pruning services this fiscal year due to the inability to levy the additional funds necessary through the annual levy process because of the maximum annual assessment amounts for each district. However, these districts have requested the grid pruning services for FY 2024-25, and staff anticipates being able to fund these remaining 650 trees through a combination of both the available funds within each district’s new fiscal year budget and the available funds within each district’s reserves.

Consulting Services – Tree Assessments

In January 2022, the City Completed a Tree Program Review and Assessment that was conducted through a contract service with Dudek. This report provides recommendations for addressing existing maintenance needs, as well as ways of making our citywide tree program more resilient and sustainable for the future. This Assessment helped solidify the 5-year grid pruning plan, as well as providing tree recommendations for the new Landscape Standards.

In January 2022, Dudek was also contracted to identify, assess, and prioritize the eucalyptus trees that are located within the public rights-of-way and some of the General Fund parks. This risk assessment was initiated because, in recent years, some of these windrow trees have fallen, which also resulted in some claims against the City. The assessment prioritized each tree on a numerical scale. The recommendations for mitigation were to either remove, trim, or increase the level of assessment for each specific tree.

In FY 2022-23, 101 eucalyptus trees were removed, and 285 were trimmed. Additionally, 78 dead-standing or high-priority trees of various species were also removed. All of these trees were in the public rights-of-way and in some General Fund parks. Based on available funding, staff will continue to address the remaining lower-priority trees over the next two years. Staff has observed that many of the eucalyptus trees throughout the City continue to decline. The goal is to have consultants who specialize in urban forestry, continue the regular assessments of the remaining eucalyptus trees. Therefore, as a best management practice, the eucalyptus trees will be assessed every two years by third-party Certified Arborists.

During a recent eucalyptus tree assessment performed by Rincon Consultants, 1,100 trees were assessed by Certified Arborists who specialize in risk assessments. Of those assessed, 139 were identified for removal by December 31, 2024. A page from this Assessment showing the trees at College Park is included in this Staff Report (Attachment 3). The priority 1 trees that are identified in “Red” will be removed by the end of this calendar year. Priorities 2-4 require specific maintenance, mostly pruning, within a time period between six months and a year. The non-priority trees “N/A” that are identified in “Purple” do not have any current maintenance needs.

Finally, the City has been awarded a U.S. Department of Agriculture Urban Forestry Grant in the amount of \$958,000 to fund 100% (\$651,000) of the tree inventory costs in disadvantaged communities and 50% (\$334,000) of the tree inventory costs for non-disadvantaged communities. The required 50% match from the City has been encumbered in the current Parks operations budget. Staff received notice that the City will receive the Grant Funding by March 31, 2024. At the time of writing this report, the funding has not been received.

The scope of work that will be provided with this Grant includes the citywide tree inventory with a Level 2 Risk Assessment of each tree, utilizing LiDAR (laser 3D imaging) technology to measure the canopy shade coverage citywide, fund the removal of an estimated 600 high-priority trees, and provide urban forestry management training for City staff. A Level 2 Risk Assessment is a 360-degree visual evaluation of a tree where the crown, trunk, root flare, above-ground roots, and site conditions are evaluated by a Certified Arborist.

The data that will be collected during the tree inventory will include information for individual tree GPS locations, species, dimensions, an arborist’s health assessment, and various other data points. This information will provide staff with needed clarity on tree count, locations, and conditions for each tree within the City’s urban forest to create and manage the City’s Urban Forest Master Plan.

Landscape Standards

Staff from both the Public Works and Community Development Departments began working together in FY 2022-23 to revise the outdated City Landscape Standards. With the assistance of Jordan & Gilbert Landscape Architects, staff hosted three community outreach meetings on April 6, 2023, May 25, 2023, and June 8, 2023. Based on research, consultant recommendations, State mandates for landscaping and water use, and the resident and contractor input from the community outreach meetings, staff has started drafting the revised Landscape Standards in addition to developing three separate plans for “Demonstration Areas” that are based on these new standards. These demonstration areas will provide the community with actual landscape improvements within the street landscapes that apply the practices identified in the draft Landscape Standards.

The next steps for this calendar year are to present the draft Landscape Standards and plans for the three demonstration areas to both the Planning Commission and the Parks, Recreation, and Community Services Commission. Invitations to

the commission meetings will be provided through social media, as well as, direct email invitations to the attendees of the community outreach meetings. Once the draft Landscape Standards and demonstration area plans have been reviewed by the Commissions, they will be presented to the Public Works and Transportation Committee with recommendations for both commissions and the community.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact as this item is a receive and file report.

COMMITTEE OUTCOME

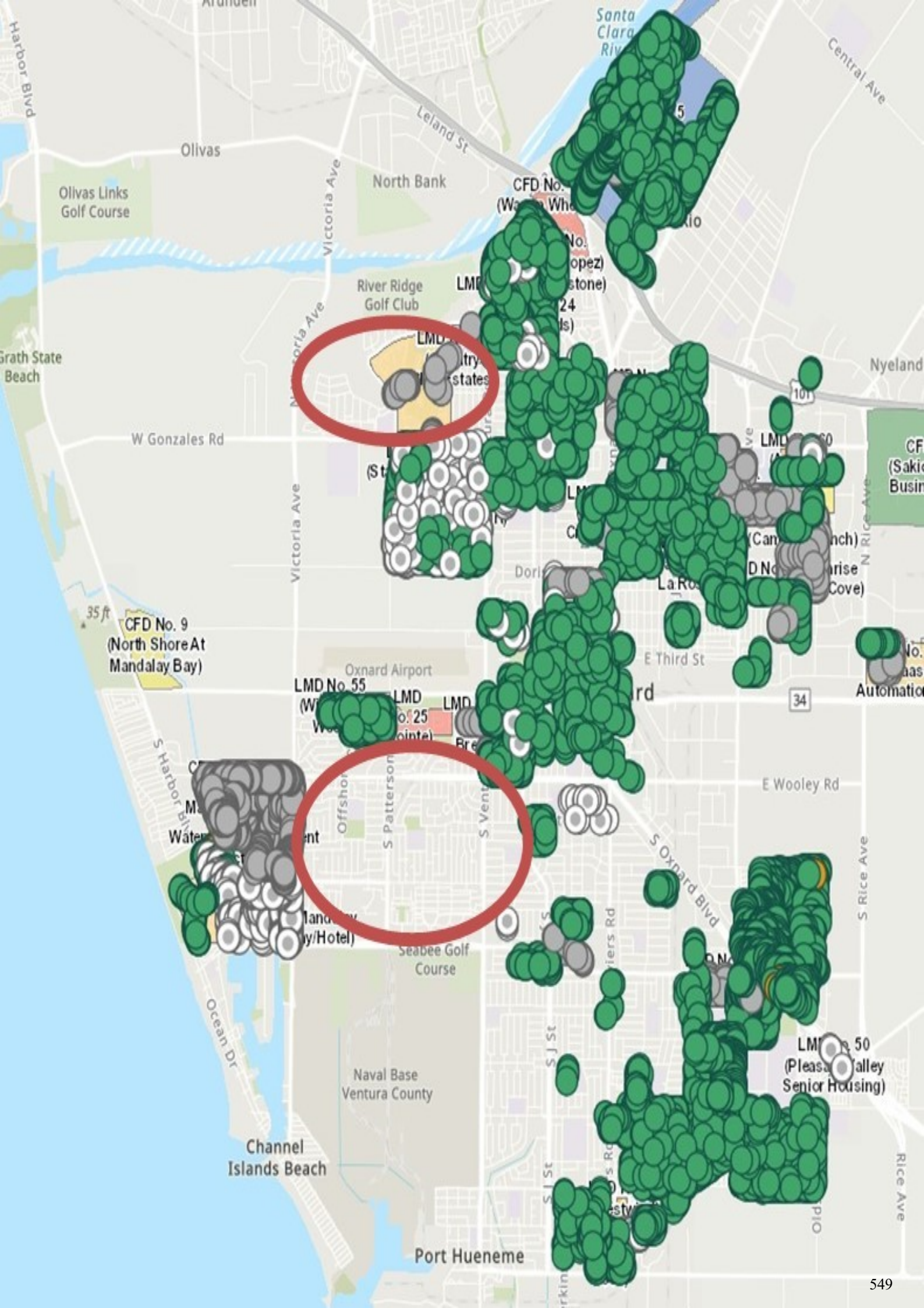
This item was a receive and file item at the April 9, 2024 Public Works and Transportation Committee meeting. As such, no formal Committee action was taken. However, the Committee requested this item be presented to the City Council as an update.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Grid Pruning FY21-22
2. Grid Pruning FY23-24
3. Assessment College Park
4. Presentation







Oxnard City Boundary

Eucalyptus Trees

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- N/A



Coordinate System: NAD 1983 State Plane California V
 Projection: Lambert Conformal Conic
 Datum: North American 1983

Map Created by: Rincon Consultants, Inc.



Tree Program and Landscape Standards Update

City Council
May 7, 2024

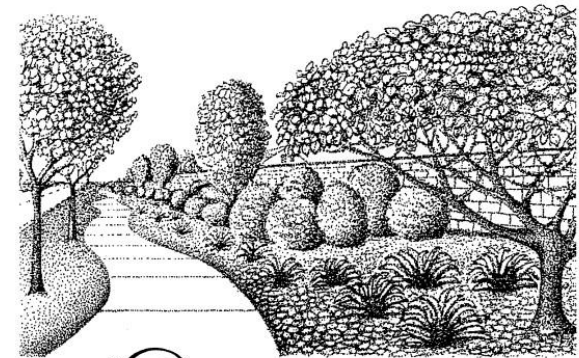
Steve Howlett, Assistant Director
Public Works Department

RECOMMENDATION

That the City Council receive and file an update of the citywide Tree Program and Landscape Standards.



LANDSCAPE STANDARDS



Parks and Recreation Department

April, 1986

Revised July 1988

Parks Division - Trees

- The Parks Division of the Public Works Department is responsible for maintaining 36 Parks, 1.7 miles of Oxnard Beach, the citywide street landscaping that includes the public rights-of-way, over 32,000 trees, and conducts citywide graffiti abatement of City owned properties and within and adjacent to the City's rights-of-way.
- With the passing of Measure E, effective April 1, 2021, funding was identified to begin addressing the long deferred tree maintenance. The annual operating budgets for the Parks Tree Subdivision was approximately \$1.25 million in FY 2021-22, \$1.5 million in FY 2022-23, and \$1.3 million in FY 2023-24.

BACKGROUND

- Parks developed and implemented a plan that started in FY 2021-22 to address many years of deferred tree maintenance. The implementation of this plan included developing a 5 year grid pruning cycle for all City maintained trees, awarding a grid pruning contract, awarding a separate on-call tree services contract, and contracting with consulting companies to provide assessments and recommendations for all City trees, that includes a separate hazardous tree assessment with mitigation recommendations for eucalyptus trees.
- Both the grid pruning contract and the on-call tree services contract serve the General Fund trees and the Special Districts trees. However, task orders for the Special Districts trees are issued separately and invoiced separately to ensure each district is only charged for the trees that are identified in their formation documents.

BACKGROUND



Special Districts Division - Trees

- The Special Districts Division of the Public Works Department is responsible for 50 assessment districts containing 17 parks, the street landscapes for several districts, and over 15,000 trees throughout all of the districts.
- However, some of these Districts are underfunded or partially funded due to the requirements related to the assessment changes that were brought upon by the approval of Proposition 218 in 1996. Therefore, some of the LMDs, MAD4, and WAD have not been able to perform routine maintenance of their landscapes and trees without a change in their assessment via a vote of the property owners or registered voters as applicable.

Landscape Standards

- The Landscape Standards were last approved by the City Council in 1988.
- In response to water restrictions, State regulations, and the changing climate, it has become necessary for the City to update the Landscape Standards for both new commercial, industrial, and residential construction, as well as provide guidelines for residents and businesses to renovate their existing landscapes.

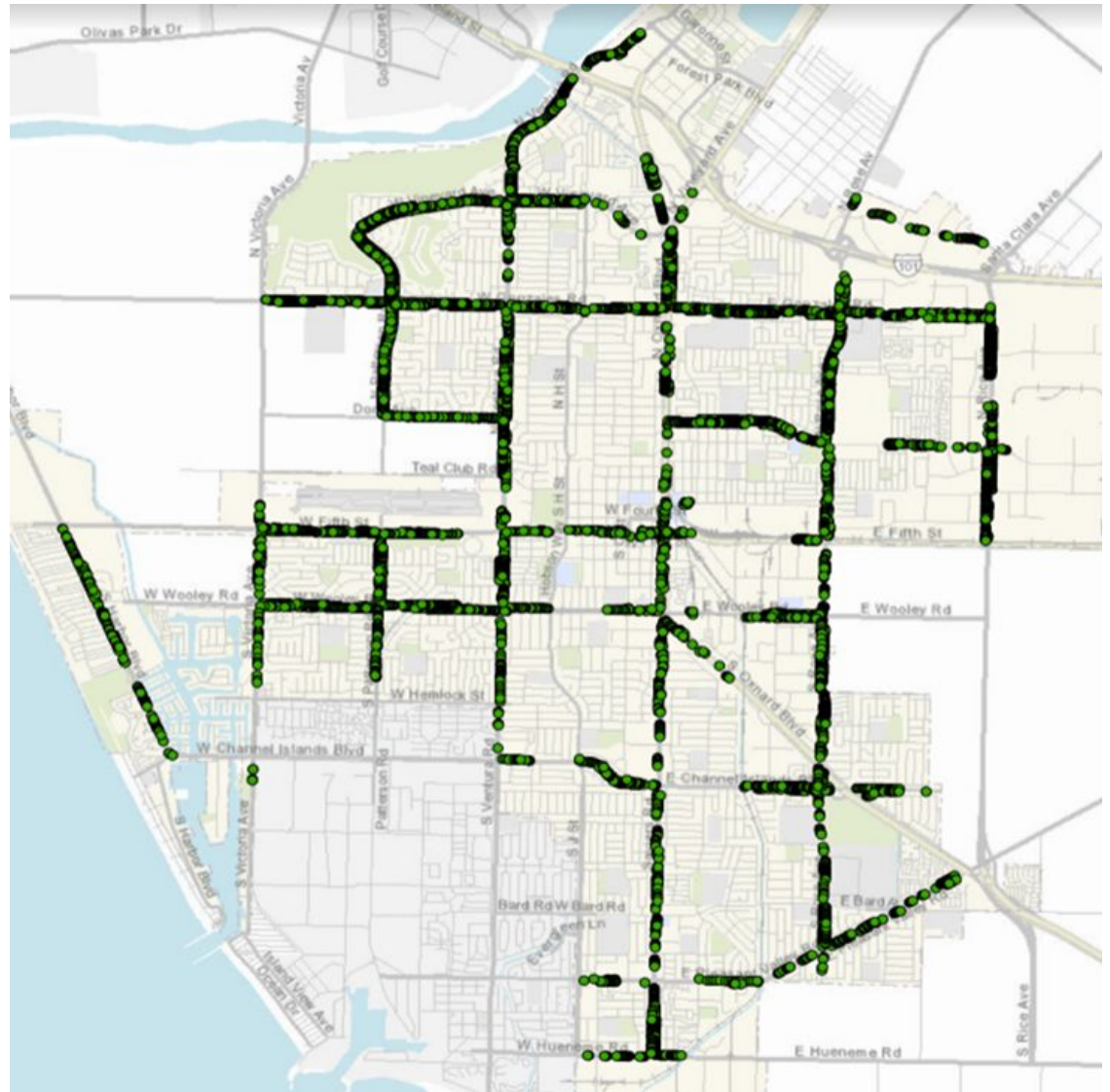
Parks Division – Grid Pruning

- Staff addressed the deferred maintenance of the citywide General Fund trees through the development and implementation of a 5 year grid pruning plan. One of the challenges of developing this plan was not having accurate tree inventory data because the last comprehensive inventory was done approximately 15 years ago. Due to the lack of reliable data, staff made certain assumptions to formulate a plan that will prune over 32,000 General Fund trees within a 5 year timeframe. This plan does have some flexibility built-in to accommodate for unanticipated changes and delays.
- The first year of work (FY 2021-22) focused on all 6,646 arterial street trees throughout the City (Attachment 1). The grid pruning plan for years two through five is to trim the remaining General Fund trees, regardless of planting location category (i.e. residential, parks, secondary streets, parking lots, etc.), starting at the eastern side of the City and working to the west.

DISCUSSION

FY 2021-22 Grid Pruning Map

Arterial Street Trees Completed



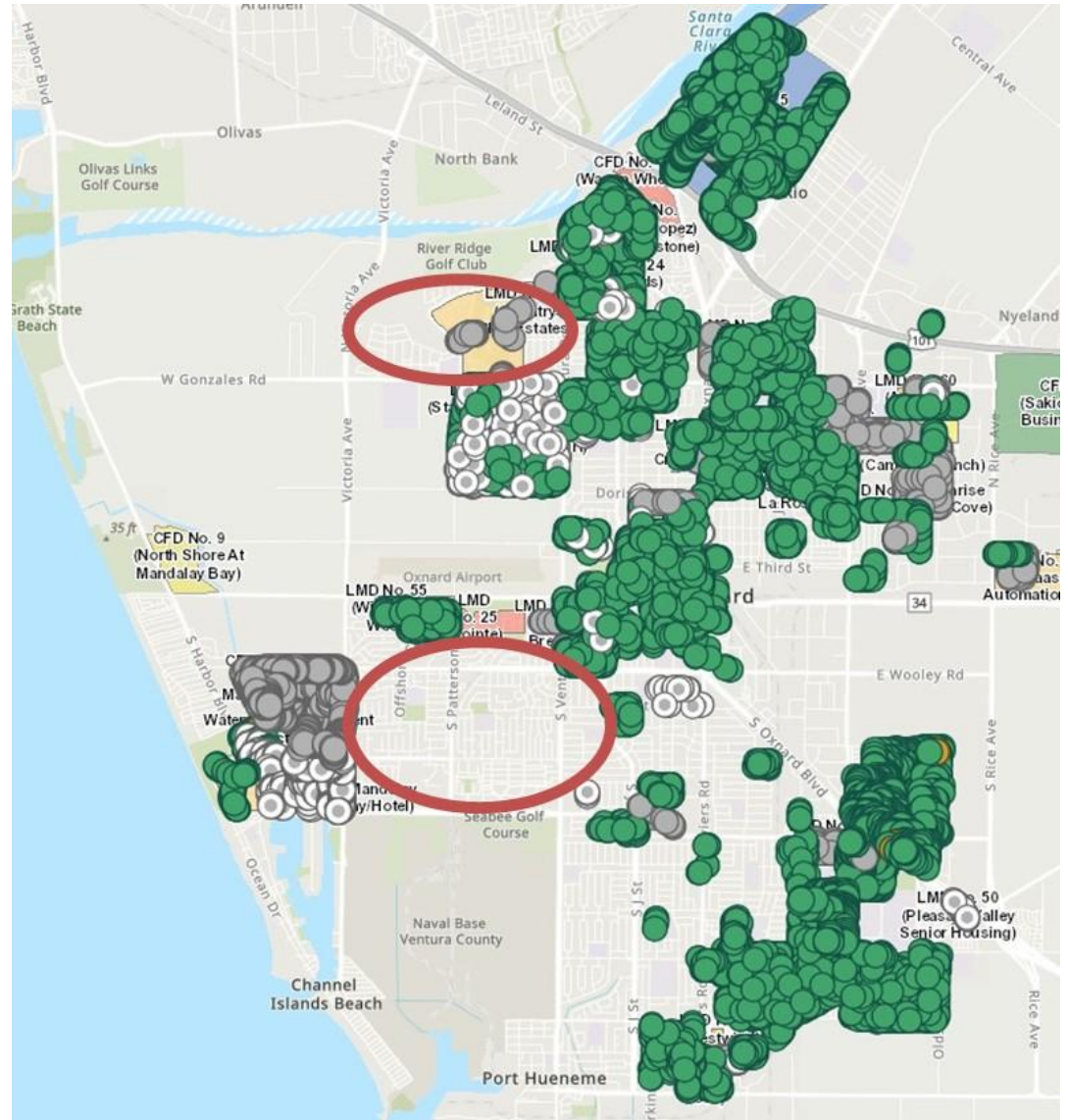
DISCUSSION

- In year two (FY 2022-23), the number of trees that were grid pruned was 5,027. This was lower than our goal, because the tree services were shifted to complete the hazardous tree work (eucalyptus) before the specified funding expired. There were 101 eucalyptus trees removed, in addition to another 285 eucalyptus trees that were trimmed.
- For year three (current FY 2023-24), the target number of General Fund trees to be grid pruned is 7,061. An additional 10,840 trees are being pruned by the Special Districts Division. The FY 2023-24 Grid Pruning Map (Attachment 2) shows in “Green” all of the trees that have been completed in years one, two, and three. The remaining trees that will be completed by the end of April 2024 are shown with a “Grey Dot” and the trees that will be completed by June 30, 2024 are shown in “Grey”. The “Red Circles” show the remaining areas of the City that will be grid pruned in fiscal years four and five.

DISCUSSION

FY 2023-24 Grid Pruning Map

Green Completed
Dot Complete by April 30
Grey Complete by June 30
Red Remaining 2 years



DISCUSSION

- Based on current funding levels, it is anticipated that the 5 year grid pruning plan will be completed on schedule. However, due to the term of the existing grid pruning contract, staff will need to re-bid this service in order to complete year five. The costs for grid pruning are expected to increase with the award of the new contract.



Special Districts – Grid Pruning

- During the preparation of the district budgets for FY 2023-24, the property owners within the districts expressed their strong desire to include tree pruning within their neighborhoods. As such, staff worked with the current grid pruning contractor to develop a schedule to service approximately 10,840 trees that are located in most of the LMDs and in many of the CFDs. The estimated total cost for this grid pruning within Special Districts is \$745,000. Each district is responsible for the funding of their trees, per the formation documents. Staff also developed a 5 year Project Schedule for each district that will reflect the City's 5 year grid pruning cycle in perpetuity, subject to available District funds in the future.

DISCUSSION

- The communities of Harbour Island (WAD2), St. Tropaz (LMD11), Greystone (LMD23), The Pointe (LMD25), and Cameron Ranch (LMD49) did not receive grid pruning services this fiscal year due to the inability to levy the additional funds necessary through the annual levy process because of the maximum annual assessment amounts for each district. However, these districts have requested the grid pruning services for FY 2024-25 and staff anticipates being able to fund these remaining 650 trees through a combination of both the available funds within each district's new fiscal year budget and the available funds within each district's reserves.

Consulting Services – Tree Assessments

- In January 2022, the City Completed a Tree Program Review and Assessment that was conducted through a contract service with Dudek. This report provides recommendations for addressing existing maintenance needs, as well as ways of making our citywide tree program more resilient and sustainable for the future. This Assessment helped solidify the 5 year grid pruning plan, as well as providing tree recommendations for the new Landscape Standards.
- In January 2022, Dudek was also contracted to identify, assess, and prioritize the eucalyptus trees that are located within the public rights-of-way and some of the General Fund parks. In recent years, some of these windrow trees have fallen, which also resulted in some claims against the City. The recommendations for mitigation were to either remove, trim, or increase the level of assessment for each specific tree.

DISCUSSION

- In FY 2022-23, 101 eucalyptus trees were removed and 285 were trimmed. Additionally, 78 dead-standing or high-priority trees of various species were also removed. All of these trees were in the public rights-of-way and in some General Fund parks. Based on available funding, staff will continue to address the remaining lower priority trees over the next two years. Staff has observed that many of the eucalyptus trees throughout the City continue to decline. The goal is to have consultants, who specialize in urban forestry, continue the regular assessments of the remaining eucalyptus trees. Therefore, as a best management practice, the eucalyptus trees will be assessed every two years by third party Certified Arborists.

DISCUSSION

- During a recent eucalyptus tree assessment performed by Rincon Consultants, 1,100 trees were assessed by Certified Arborists that specialize in risk assessments. Of those assessed, 139 were identified for removal by December 31, 2024 this calendar year. A page from this Assessment showing the trees at College Park is included in this Staff Report (Attachment 3). The priority 1 trees that are identified in “Red” will be removed by the end of this calendar year. Priorities 2-4 require specific maintenance, mostly pruning, within a time period between six months and a year. The non-priority trees “N/A” that are identified in “Purple” do not have any current maintenance needs.

Map Extent

Oxnard City Boundary

Eucalyptus Trees

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- N/A

0 100 200 Feet

Coordinate System: NAD 1983 State Plane California V
Projection: Lambert Conformal Conic
Datum: North American 1983

Map Created by: Rincon Consultants, Inc.

Page 1 of 14

DISCUSSION

- Finally, the City has been awarded a U.S. Department of Agriculture Urban Forestry Grant in the amount of \$958,000 to fund 100% (\$651,000) of the tree inventory costs in disadvantaged communities and 50% (\$334,000) of the tree inventory costs for non-disadvantaged communities. The required 50% match from the City has been encumbered in the current Parks operations budget. Staff received notice that the City will receive the Grant Funding by March 31, 2024. At the time of writing this report, the funding has not been received.

DISCUSSION

- The scope of work that will be provided with this Grant includes the citywide tree inventory with a Level 2 Risk Assessment of each tree, utilizing LiDAR (laser 3D imaging) technology to measure the canopy shade coverage citywide, fund the removal of an estimated 600 high-priority trees, and provide urban forestry management training for City staff. A Level 2 Risk Assessment is a 360-degree visual evaluation of a tree where the crown, trunk, root flare, above-ground roots, and site conditions are evaluated by a Certified Arborist.
- The data that will be collected during the tree inventory will include information for individual tree GPS locations, species, dimensions, an arborist's health assessment, and various other data points. This information will provide staff with needed clarity on tree count, locations, and conditions for each tree within the City's urban forest to create and manage the City's Urban Forest Master Plan.

Landscape Standards

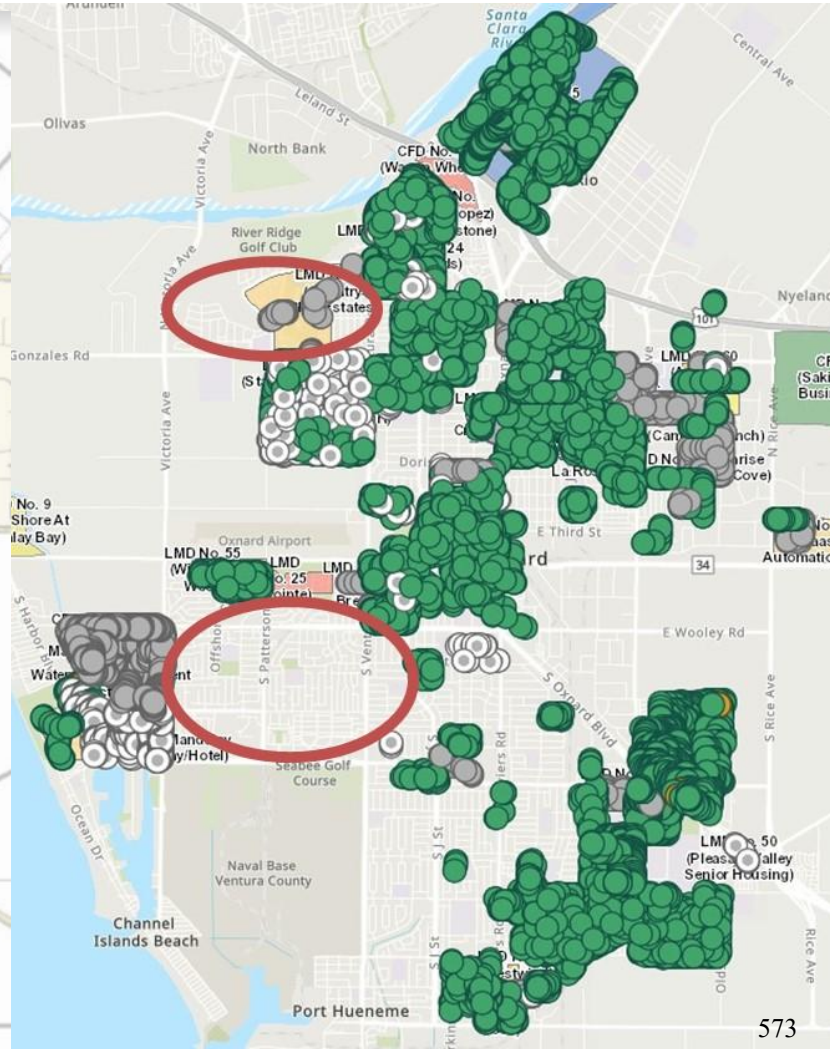
- Staff from both the Public Works and Community Development Departments began working together in FY 2022-23 to revise the outdated City Landscape Standards. With the assistance of Jordan & Gilbert Landscape Architects, staff hosted three community outreach meetings on April 6, 2023, May 25, 2023, and June 8 2023. Based on research, consultant recommendations, State mandates for landscaping and water use, and the resident and contractor input from the community outreach meetings, staff has started drafting the revised Landscape Standards in addition to developing three separate plans for “Demonstration Areas” that are based on these new standards. These demonstration areas will provide the community with actual landscape improvements within the street landscapes that apply the practices identified in the draft Landscape Standards.

DISCUSSION

- Next steps for this calendar year are to present the draft Landscape Standards and plans for the three demonstration areas to both the Planning Commission and the Parks, Recreation, and Community Services Commission. Invitations to the commission meetings will be provided through social media, as well as, direct email invitations to the attendees of the community outreach meetings. Once the draft Landscape Standards and demonstration area plans have been reviewed by the Commissions, they will be presented to the Public Works and Transportation Committee with recommendations for both commissions and the community.

FINANCIAL IMPACT

There is no direct financial impact as this item is a receive and file report.







CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.5

DATE: May 7, 2024

TO: City Council

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

SUBJECT: Additional Project Contingency and Budget Appropriation Transfer for the Mandalay Bay Bridge and Edison Canal Bridge Rehab Projects. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. An increase of \$350,000 in Project contingency funds from \$660,000 to \$1,010,000 for use in the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307) and extend the completion date to September 30, 2024; and
2. The City Manager to approve a budget appropriation transfer in the amount of \$350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307).

(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/wVvr89bk9zU>

BACKGROUND

The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Island Boulevard between Harbor Boulevard and Victoria Avenue and are approximately 900 feet apart. Caltrans operates a federally mandated Bridge Inspection Program under Title 23 of the United State Code. Following Caltrans' biennial inspection, the bridges were determined to be in need of refurbishment and rehabilitation repairs. While the scope of work for the two bridges is similar, Caltrans identifies, inspects, and provides funding for each bridge separately. In an effort to provide more efficient permitting, design, and construction, a single construction contract was awarded for both bridges.

On December 20, 2022, the City Council approved an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects, with a contingency amount of \$660,000, for a total contract value not to exceed \$5,067,468 for the Projects.

Capital Improvement Program (CIP) Reference:

Project No. C13063 and C1307 – Mandalay Bay & Edison Canal Bridge Rehabilitation - Construction Phase PW 18-61 - CIP 2022-2027 - Adopted May 3, 2022.

DISCUSSION

Both the Mandalay Bay Bridge and Edison Canal Bridge are complex projects and require methods and materials outside the scope typically encountered with the City capital construction projects. The project also has several out of eyesight and/or covered areas that were included in the improvements (e.g. footings under the water, irregularity of seafloor for cofferdams, extended equipment charges from under the water delays, etc.), which are not easily defined even with some initial testing/inspection that occurred during the design phase. As a result, several changes have been made during construction.

The project is scheduled to be completed soon, but staff is still managing change orders due to these unforeseen circumstances and/or changes needed in the design to cover in situ circumstances. Six change orders have been processed to date, addressing items such as the need for additional spot blasting and painting, the treatment of more-than-expected exposed reinforcement, and other related but unforeseen work. The original amount allocated for construction contingencies will be insufficient to complete the project; therefore, staff requests additional contingency to cover the anticipated extra expenses to close the project successfully.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the additional contingency needed for these Projects is \$350,000, which brings the total value of both Projects from \$5,067,468 to \$5,417,468 with GMZ Engineering, Inc. To fully fund these projects, additional funds in the amount of \$350,000 are recommended as a budget appropriation transfer from the General Fund (101) to the Edison Canal Bridge and Mandalay Bay Bridge Projects (C1306 and C1307). The transfer will come from anticipated General Fund salary and/or operating savings in the Public Works Department through June 30, 2024.

While the two bridges qualify for federal Highway Bridge Program grant funding, the program is oversubscribed with more projects than available funding. Staff will reach out to Caltrans to determine if additional grant funding is available and if Caltrans will approve contingency over the maximum of 10 percent for each bridge project.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32300045 GMZ
2. December 20, 2022 GMZ Staff Report
3. Presentation

CONTRACT

**CITY OF OXNARD CONTRACT FOR
MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095,
LOCATED ON CHANNEL ISLANDS BOULEVARD SPECIFICATION NO. PW 18-61
FEDERAL PROJECT NOS.
BHLS-5129(069) AND BHLS-5129(070)**

THIS CONTRACT ("Contract") is made and entered this 20 day of December, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GMZ ENGINEERING, INC. ("Contractor"). Contractor's license number is 967627.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Mandalay Bay Bridge No. 52C0108, and Edison Canal Bridge No. 52C0095, located on Channel Islands Boulevard, Specification No PW 18-61 Federal Project Nos. BHLS-5129(069) AND BHLS-5129(070) ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million four hundred seven thousand four hundred sixty-eight dollars (\$4,407,468.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

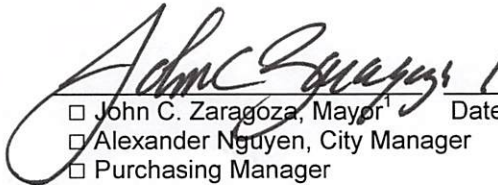
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

GMZ ENGINEERING, INC.

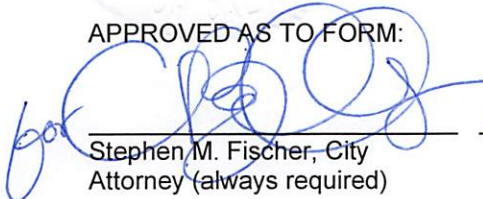
 12-20-22
☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

Ghazi Mubarak, CEO, CFO. ² Date

ATTEST:

 12/20/22
Rose Chaparro, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 11/21/2022
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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 Agreement on the first written above.

CITY OF OXNARD

GMZ ENGINEERING, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

 12/23/2022
Ghazi Mubarak, CEO, CFO.² Date

ATTEST:

Rose Chaparro, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- o For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- o For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- o 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 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.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. 32300045
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

10/22

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No32300045

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 ACity@)			SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)					
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED	☐ 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 \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: top;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE	☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	
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, Aoccurrence@ form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.								
ENDORSEMENT HOLDER								
CITY OF OXNARD Attn: Insurance Compliance Reference No32300045 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____					

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)****SUBMIT IN DUPLICATE**

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

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ 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, Aoccurrence" form CA0001, code (Aany auto@); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No32300045

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 _____

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 **MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS BOULEVARD SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069) AND BHLS-5129(070).**

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 a 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: _____

By: _____

Its:

Its:

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS BOULEVARD SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069) AND BHLS-5129(070).

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 a 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: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS BOULEVARD

SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069) AND BHLS-5129(070)

Bidder's Name: GMZ Engineering, 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 Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

PROJECT A						
BR 52C0108 Mandalay Bay - Fed. Project #BHLS5129 (069)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMO BILIZATION (Not to exceed 5% of Project A Total)	1001-3	LS	1	\$60,000	\$60,000.00
2	CLEARING AND GRUBBING	1103-3	LS	1	\$50,000	\$50,000.00
3	COLD PLANE ASPHALT CONCRETE PAVEMENT	1110-3	SQYD	160	\$10	\$1,600.00
4	HOT MIX ASPHALT (TYPE A)	1150-11	TON	20	\$400	\$8,000.00
5	MINOR CONCRETE (CURB)	1174-6	LF	60	\$100	\$6,000.00
6	MINOR CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	1174-6	CY	5	\$2,000	\$10,000.00
7	REMOVE CONCRETE CURB	1174-6	LF	60	\$100	\$6,000.00
8	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	1174-6	LF	68	\$100	\$6,800.00
9	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1505-4	LS	1	\$100,000	\$100,000.00
10	THERMOPLASTIC TRAFFIC STRIPE	1515-4	LF	1,500	\$5	\$7,500.00

11	PREPARE WATER POLLUTION CONTROL PROGRAM	1800-4	LS	1	\$35,000	\$35,000.00
12	REMOVE CONCRETE DECK SURFACE	2002-3	SQFT	4,410	\$10	\$44,100.00
13	PREPARE CONCRETE BRIDGE DECK SURFACE	2004-4	SQFT	8,860	\$1	\$8,860.00
14	TREAT BRIDGE DECK	2005-6	SQFT	4,430	\$1.10	\$4,873.00
15	FURNISH BRIDGE DECK TREATMENT MATERIAL	2005-6	GAL	50	\$130	\$6,500.00
16	FURNISH POLYESTER CONCRETE OVERLAY	2007-6	CF	1,630	\$100	\$163,000.00
17	PLACE POLYESTER CONCRETE OVERLAY	2007-6	SQFT	4,430	\$50	\$221,500.00
18	REMOVE CONCRETE BARRIER AND SIDEWALK	2008-4	LF	278	\$100	\$27,800.00
19	JOINT SEAL (MR 1 1/2")	2009-6	LF	123	\$100	\$12,300.00
20	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R MOD)	2010-9	CY	104	\$4,000	\$416,000.00
21	CONCRETE BARRIER (TYPE 732SW MOD)	2010-9	LF	306	\$600	\$183,600.00
22	TUBULAR HANDRAILING	2020-4	LF	306	\$115	\$35,190.00
TOTAL PROJECT A:						\$ 1,414,623.00

PROJECT B						
BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	MOBILIZATION/DEM OBILIZATION (Not to exceed 5% of Project B Total)	1001-3	LS	1	\$150,000	\$150,000.00
24	CLEARING AND GRUBBING	1103-3	LS	1	\$50,000	\$50,000.00
25	COLD PLANE ASPHALT CONCRETE PAVEMENT	1110-3	SQYD	180	\$10	\$1,800.00

PROJECT B BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	HOT MIX ASPHALT (TYPE A)	1150-11	TON	30	\$350	\$10,500.00
27	ADJUST UTILITY COVER TO GRADE	1185-4	EA	17	\$550	\$9,350.00
28	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1505-4	LS	1	\$75,000	\$75,000.00
29	THERMOPLASTIC TRAFFIC STRIPE	1515-4	LF	3,480	\$5	\$17,400.00
30	MIDWEST GUARDRAIL SYSTEM	1516-7	LF	103	\$85	\$8,755.00
31	TRANSITION RAILING (TYPE WB-31)	1516-7	EA	2	\$5,100	\$10,200.00
32	END CAP (TYPE TC)	1516-7	EA	2	\$400	\$800.00
33	ALTERNATIVE IN-LINE TERMINAL SYSTEM	1516-7	EA	1	\$5,200	\$5,200.00
34	REMOVE GUARDRAIL	1516-7	LF	250	\$16	\$4,000.00
35	MODIFYING BRIDGE LIGHTING SYSTEM	1520-4	LS	1	\$50,000	\$50,000.00
36	LIGHTING (NAVIGATION)	1521-7	LS	1	\$200,000	\$200,000.00
37	RESET SIGN	1530-4	EA	11	\$100	\$1,100.00
38	SIGN (NAVIGATION)	1530-4	EA	6	\$300	\$1,800.00
39	PREPARE WATER POLLUTION CONTROL PROGRAM	1800-4	LS	1	\$35,000	\$35,000.00
40	REMOVE ASPHALT CONCRETE SURFACING	2003-3	SQFT	4,230	\$5	\$21,150.00
41	PREPARE CONCRETE BRIDGE DECK SURFACE	2004-4	SQFT	40,890	\$1	\$40,890.00
42	FURNISH POLYESTER CONCRETE OVERLAY	2007-6	CF	3,940	\$100	\$394,000.00
43	PLACE POLYESTER CONCRETE OVERLAY	2007-6	SQFT	40,890	\$10	\$408,900.00

PROJECT B BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
44	REMOVE CONCRETE BARRIER	2008-4	LF	1,160	\$50	\$58,000.00
45	JOINT SEAL (MR 1/2")	2009-6	LF	156	\$50	\$7,800.00
46	JOINT SEAL (MR 2")	2009-6	LF	156	\$200	\$31,200.00
47	CONCRETE BARRIER (TYPE 836 MODIFIED)	2010-9	LF	1,160	\$300	\$348,000.00
48	TUBULAR BICYCLE RAILING	2020-4	LF	580	\$400	\$232,000.00
49	SACRIFICIAL CATHODIC PROTECTION SYSTEM	2030-6	EA	6	\$35,000	\$210,000.00
50	SPOT BLAST CLEAN AND PAINT UNDERCOAT	2050-6	SQFT	2,300	\$100	\$230,000.00
51	PAINT STRUCTURAL STEEL (EXISTING BRIDGE)	2050-6	SQFT	2,300	\$100	\$230,000.00
52	BARGE OR TRESTLE ACCESS	2060-4	LS	1	\$150,000	\$150,000.00
TOTAL PROJECT B:						\$ 2,992,845.00
TOTAL BID PRICE PROJECT A AND PROJECT B:						\$ 4,407,468.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = TOTAL PRICE OF PROJECT A AND PROJECT B

TOTAL BID PRICE IN DIGITS: \$ 4,407,468.00

TOTAL BID PRICE IN WORDS: Four Million Four Hundred Seven Thousand Four Hundred Sixty Eight Dollars and 00/100

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda - No Addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

Bidder's Name (Company): GMZ Engineering, Inc.

Signature: <u></u>	Title: <u>President</u>
Print: <u>Ghazi Mubarak</u>	Date: <u>4 October 2022</u>

Signature: _____	Title: _____
Print: _____	Date: _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
GMZ ENGINEERING, INC.
5655 LINDERO CANYON ROAD, #430, WESTLAKE VILLAGE, CA 91362 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as MANDALAY BAY BRIDGE NO. 52C0108,
AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS
BOULEVARD SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069)
AND BHLS-5129(070).

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 _____
NATIONWIDE MUTUAL INSURANCE COMPANY
500 NORTH BRAND BOULEVARD, SUITE 2000, GLENDALE, CA 91203
(Name and address of Surety)

a corporation organized and existing under the laws of the State of OHIO
("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 FOUR MILLION FOUR HUNDRED SEVEN THOUSAND FOUR HUNDRED SIXTY EIGHT AND 00/100 Dollars (\$ 4,407,468.00), this
amount being not less than a 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: DECEMBER 21, 2022

"Principal"

GMZ ENGINEERING, INC.

By: 

Its: GHAZI MUBARAK, PRESIDENT

By: _____

Its: _____

(Seal)

"Surety"

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 

Its: MARK D. IATAROLA, ATTORNEY-IN-FACT

By: _____

Its: _____

(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

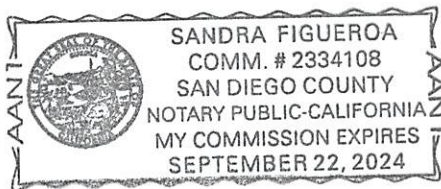
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 12/21/2022 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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 and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

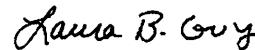


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21ST day of DECEMBER, 2022.



Assistant Secretary

EXECUTED IN DUPLICATE

Bond No. 7901107916

PREMIUM: \$42,806.00

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
GMZ ENGINEERING, INC.

5655 LINDERO CANYON ROAD, #430, WESTLAKE VILLAGE, CA 91362 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as MANDALAY BAY BRIDGE NO. 52C0108,
AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS
BOULEVARD SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069)
AND BHLS-5129(070).

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 _____
NATIONWIDE MUTUAL INSURANCE COMPANY
500 NORTH BRAND BOULEVARD, SUITE 2000, GLENDALE, CA 91203 _____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of OHIO
("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 FOUR MILLION FOUR HUNDRED SEVEN
THOUSAND FOUR HUNDRED SIXTY EIGHT AND 00/100 Dollars (\$ 4,407,468.00), this
amount being not less than a 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: DECEMBER 21, 2022

"Principal"

GMZ ENGINEERING, INC.

By: 

Its: GHAZI MUBARAK, PRESIDENT

By: _____

Its: _____

(Seal)

"Surety"

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 

Its: MARK D. IATAROLA, ATTORNEY-IN-FACT

By: _____

Its: _____

(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

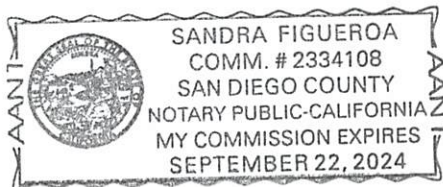
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 12/21/2022 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

[Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

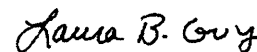


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21ST day of DECEMBER, 2022.



Assistant Secretary



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.2

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Construction Agreement 32300045 with GMZ Engineering, Inc. for the Mandalay Bay Bridge and the Edison Canal Bridge, and the First Amendment to the engineering Agreement A-8141 with Dokken Engineering for the Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61. (10 Minutes)

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$5,587,808 in Project funds for the Mandalay Bay Bridge and Edison Canal Bridge:

1. Execute an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects; and
2. Authorize a Project contingency amount of \$660,000 with GMZ Engineering, Inc. for a total not to exceed contract value of \$5,067,468 for the Projects;
3. Execute a First Amendment to an Agreement with Dokken Engineering to increase the not to exceed amount from \$201,914 to \$293,494 for engineering services during construction.
4. Authorize a Project allocation amount of \$428,760 for Project management, Construction management, and inspection for the Projects.
5. Authorize a budget appropriation of \$940,936 from the Capital Outlay Fund 301 to fully fund the Mandalay Bay Bridge project; and
6. Authorize the Finance Director or designee to recognize future grant funding of \$4,946,886, and approve administrative budget appropriation transfers of available balances between projects 133113 and 133114 for the use of these Projects in the total amount not to exceed \$5,587,808.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations section 15301(c)).

(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/Y7reOwDCLMg>

BACKGROUND

The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Island Boulevard between Harbor Boulevard and Victoria Avenue and are approximately 900-feet apart. Caltrans operates a federally mandated Bridge Inspection Program under Title 23 of the United State Code. Following Caltrans' biennial inspection, the bridges were determined to be in need of refurbishment and rehabilitation repairs. While the scope of work for the two bridges is similar, Caltrans identifies, inspects, and provides funding for each bridge separately. In an effort to provide more efficient permitting,

design, and construction, staff has been working on both bridge projects concurrently and recommends a single construction contract award. Prior to any work, the contractor will secure permits from the Coast Guard in order to perform any work in the waterways.

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete rehabilitation of the Mandalay Bay Bridge No. 52C0108, Caltrans project BHLS-5129(069) and Edison Canal Channel Bridge No. 52C0095, Caltrans project BHLS-5129(070). Work will include, but is not limited to repairing and resurfacing the bridge decks, replacing existing joint seals, repairing existing guardrails, replacing concrete barrier and sidewalk on the bridges with tubular hand railing and new sidewalk, constructing concrete approaches slabs, removing and replacing transition curb, gutter and sidewalk on the roadway, restripe pavement markings and other miscellaneous work.

In addition, the Edison Canal Bridge, the larger of the two bridges, includes cleaning and painting the steel casing columns that are located within the water channel. Cofferdams around the columns will be installed from a temporary trestle or barge and water will be pumped out down to the footings to provide access to the full height of the columns. The columns will then be cleaned of corrosion and painted. Boating access within the harbor channel will be maintained during construction activities. The project includes best management practices to ensure the water quality of the harbor is not degraded by project activities, as well as the implementation of sensitive bird species avoidance measures including nesting bird surveys prior to construction activities.

CIP Reference

Project No. **133113 and 133114** – The Mandalay Bay & Edison Canal Bridge Rehabilitation - Construction Phase PW 18-61 - CIP 2022-2027 - Adopted June 2022 – Page 61 & 54.

The work is tentatively scheduled to begin in January 2023 and continue into early June 2023 (90 working days) absent any supply chain delays, weather delays, or unforeseen site conditions. Staff and the contractor will work closely with the Channel Islands and Hollywood By the Sea Neighborhood Councils in Council District No. 1 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 issues, unforeseen conditions and schedule milestones. Additionally, the contractor is required to secure a permit to oversee, control & monitor boat traffic under the bridge. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on September 1, 2022, and all bids were due on October 4, 2022. The City received the following bids:

GMZ Engineering, Inc.: \$4,407,468.00

The lowest (and only) bidder is GMZ Engineering, Inc., (GMZ) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from GMZ 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).

Staff also received approval from Caltrans to award to a sole bidder through a Cost Effectiveness Public Interest Finding determination. Caltrans acknowledged that sole bids are becoming more prevalent in the current bidding environment. Caltrans agrees that a re-bid could increase the cost and would add several months to project delivery with no assurance that the City will receive additional bidders. Since these projects will be funded with federal grants, which are subject to deadlines, Caltrans approves the recommendation to award to the sole responsive bidder.

Based upon the available information and research performed to date, staff believe that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for these projects to GMZ Engineering, Inc.

In addition to the project award amount of \$4,407,468, Staff recommends authorizing \$1,180,340 for the project, which includes \$660,000 for project contingency (~15% of the contract costs due to the bridge being supported in the water) and

\$520,340 for the cost of engineering services and City staff (~12% of the contract cost due to permit requirements and specialized inspection). Engineering services include the following activities during construction: engineering, inspection, permitting requirements including bird nesting surveys, project management and construction management. These recommendations bring the total estimated cost of the two bridges to \$5,587,808.

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 these Projects is \$5,587,808 which includes one construction agreement for two bridge projects, contingency, and construction management. The total cost for the Edison Canal Bridge, Project no. 133114 is \$3,700,054, which has an available project budget balance of \$3,700,054, therefore no additional funding is requested. The total cost for the Mandalay Bay Bridge, Project no. 133113 is \$1,887,755, which has an available project budget balance of \$946,819. An appropriation of \$940,936 from the Capital Outlay Fund 301 is requested to fully fund the Mandalay Bay Bridge project.

Edison Canal Bridge Construction: \$2,992,845 Contingency: \$406,868 Construction Management: \$300,340 Total for Edison Canal Bridge: \$3,700,053					
Project	Fund Number	Fund Name	Current Available Appropriations	Additional Appropriation	Available Project Budget
C1307 133114 Edison Canal Bridge	105	Street Maintenance	\$20,053	\$0	\$20,053
	185	RMRA	\$352,358	\$0	\$352,358
	301	Capital Outlay Fund	\$3,327,642	\$0	\$3,327,642
Total for Edison Canal Bridge			\$3,700,053	\$0	\$3,700,053

Mandalay Bay Bridge Construction: \$1,414,623 Contingency: \$253,132 Construction Management: \$220,000 Total for Mandalay Bay Bridge: \$1,887,755					
Projects	Fund Number	Fund Name	Current Available Appropriations	Additional Appropriation	Available Project Budget

C1306 133113 Mandalay Bay Bridge	105	Street Maintenance	\$11,754	\$0	\$11,754
	185	RMRA	\$107,130	\$0	\$107,130
	301	Capital Outlay Fund	\$827,935	\$940,936	\$1,768,871
Total for Mandalay Bay Bridge			\$946,819	\$940,936	\$1,887,755

Combined Project Grand Total	\$4,646,872	\$940,936	\$5,587,808
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While the two bridges qualify for federal Highway Bridge Program grant funding, the program is oversubscribed with more projects than available funding. Caltrans issued an authorization to proceed with construction using Advance Construction, which allows the City to begin the project immediately. When funding becomes available, Caltrans will replenish 88.53% of the project cost through a post-programming process. At that time, Staff will recognize the grant funding of \$4,946,886 and reimburse local funding.

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement 32300045
2. A-8141 - First Amendment
3. Agreement A-8141 Dokken
4. Request for Caltrans Construction Authorization
5. Presentation

Additional Project Contingency and Budget Appropriation Transfer for the Mandalay Bay Bridge and Edison Canal Bridge Rehab Projects

City Council
May 7, 2024

Michael L. Wolfe, P.E.
Public Works Director

RECOMMENDATION

That the City Council approve and authorize:

1. An increase of \$350,000 in Project contingency funds from \$660,000 to \$1,010,000 for use in the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307) and extend the completion date to September 30, 2024; and
2. The City Manager to approve a budget appropriation transfer in the amount of \$350,000 from the FY 2023-24 available budget in the General Fund (101) Public Works Operating Budget to the Mandalay Bay & Edison Canal Bridge Rehabilitation Projects (C1306 and C1307).

(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.)

MANDALAY BAY BRIDGE - BEFORE



MANDALAY BAY BRIDGE - AFTER



EDISON CANAL BRIDGE - BEFORE



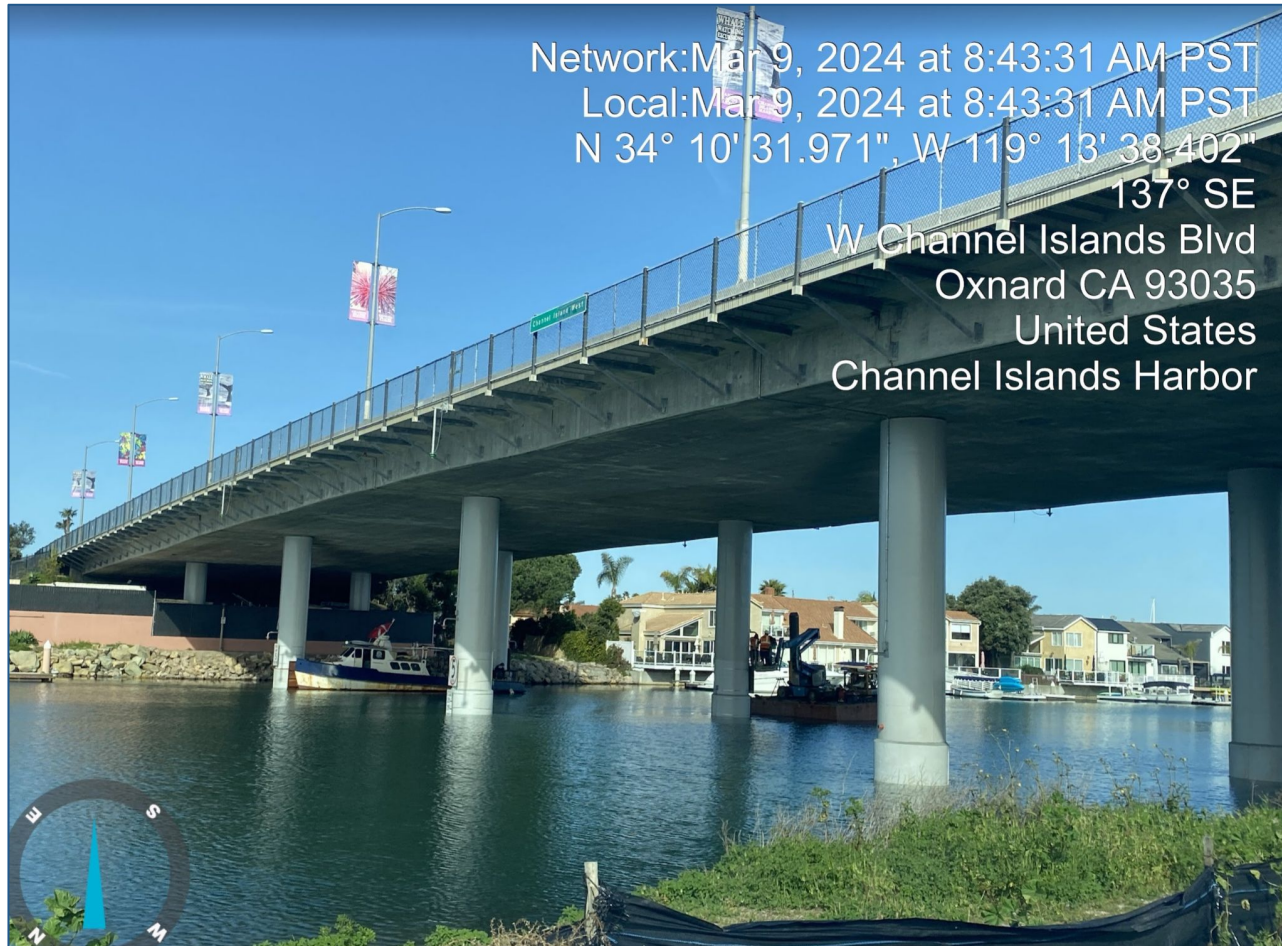
EDISON CANAL BRIDGE - AFTER



UNDER THE EDISON CANAL BRIDGE - BEFORE



UNDER THE EDISON CANAL BRIDGE - AFTER



BACKGROUND

1. The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Island Boulevard between Harbor Boulevard and Victoria Avenue and are approximately 900 feet apart. Caltrans operates a federally mandated Bridge Inspection Program under Title 23 of the United State Code. Following Caltrans' biennial inspection, the bridges were determined to be in need of refurbishment and rehabilitation repairs. While the scope of work for the two bridges is similar, Caltrans identifies, inspects, and provides funding for each bridge separately. In an effort to provide more efficient permitting, design, and construction, a single construction contract was awarded for both bridges.
2. On December 20, 2022, the City Council approved an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects, with a contingency amount of \$660,000, for a total contract value not to exceed \$5,067,468 for the Projects.
3. **Capital Improvement Program (CIP) Reference:**
Project No. C1306 and C1307 – The Mandalay Bay & Edison Canal Bridge Rehabilitation - Construction Phase PW 18-61 - CIP 2022-2027 - Adopted May 3, 2022.

DISCUSSION

- Both the Mandalay Bay Bridge and Edison Canal Bridge are complex projects and require methods and materials outside the scope typically encountered with the City capital construction projects. The project also has several out of eyesight and/or covered areas that were included in the improvements (e.g. footings under the water, irregularity of seafloor for cofferdams, extended equipment charges from under the water delays, etc.), which are not easily defined even with some initial testing/inspection that occurred during the design phase. As a result, several changes have been made during construction.
- The project is scheduled to be completed soon, but staff is still managing change orders resulting from unforeseen circumstances and/or design changes needed to address specific situational challenges that were not identified as part of the original design. Six change orders have been processed to date, addressing items such as the need for additional spot blasting and painting, the treatment of more-than-expected exposed reinforcement, and other related but unforeseen work. The original amount allocated for construction contingencies will be insufficient to complete the project; therefore, staff requests additional contingency to cover the anticipated extra expenses to close the project successfully.

FINANCIAL IMPACT

- The total cost for the additional contingency needed for these Projects is \$350,000, which brings the total value of both Projects from \$5,067,468 to \$5,417,468 with GMZ Engineering, Inc. To fully fund these projects, additional funds in the amount of \$350,000 are recommended as a budget appropriation transfer from the General Fund (101) to the Edison Canal Bridge and Mandalay Bay Bridge Projects (C1306 and C1307). The transfer will come from anticipated General Fund salary and/or operating savings in the Public Works Department through June 30, 2024.
- While the two bridges qualify for Federal Highway Bridge Program grant funding, the program is oversubscribed with more projects than available funding. Staff will reach out to Caltrans to determine if additional grant funding is available and if Caltrans will approve contingency over the maximum of 10 percent for each bridge project.



QUESTIONS